

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ Does contract require Council Approval? Yes No If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____ Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____ Is this contract the result of a RFP or Bid process? Contract Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____ Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form. If YES, indicate exclusion(s) below: ☐ Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency ☐ Contract work is for less than \$100,000. ☐ Contract for Commercial off the shelf items (COTS). ☐ Contract work is for less than 120 days. ☐ Work related subcontract less than \$25,000. ☐ Interlocal Agreement (between Governments). ☐ Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000, and grants exceeding \$40,000 and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	1. Prepared by: _____	Date: _____
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**INTERLOCAL AGREEMENT
BETWEEN
THE LAUREL WATERSHED IMPROVEMENT DISTRICT
AND
THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
FOR
NEEVEL LEVEE AND COUGAR CREEK FISH PASSAGE IMPROVEMENT
(PROJECT NO. 19082038)**

This Agreement is made and entered into by and between the Laurel Watershed Improvement District of Whatcom County, a Washington special-purpose district (hereinafter referred to as the “LWID”) and the Whatcom County Flood Control Zone District, a State of Washington quasi-municipal corporation (hereinafter referred to as the “District”).

WHEREAS, Cougar Creek (a.k.a. Wiser Lake Creek) is a tributary of the Nooksack River and has a tide gate approximately 1,050 feet upstream of the confluence with the Nooksack River conveying flow through the Neevel Levee, all within the LWID; and

WHEREAS, the levee does not meet minimum United States Army Corps of Engineers (USACE) levee standards and the tide gate is a total fish passage barrier; and

WHEREAS, the District has retained a Contractor to construct the Neevel Levee and Cougar Creek Fish Passage Improvement (Project) which will remove levee deficiencies, realign Cougar Creek, replace the existing culvert, enhance stream habitat and fish passage, and improve agricultural drainage; and

WHEREAS, the new concrete box culvert will include self-regulating tide gate that will remain open for fish passage except during flood events when the gate will close to prevent Cougar Creek from backing up and flooding the adjacent farm fields; and

WHEREAS, it is in the interest of both the District and LWID to implement projects that improve fish passage, flood protection, and agricultural drainage; and

WHEREAS, the LWID has committed to provide a contribution towards construction of the multi-beneficial Project; and

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the parties involved in implementing and providing funding to support the Project.

2. PARTY RESPONSIBILITIES

A. LAUREL WATERSHED IMPROVEMENT DISTRICT

The LWID Shall:

1. Contribute the amount of ten thousand dollars (\$10,000.00) to the Project. Payment will be lump sum, payable to the District upon receipt of an invoice after construction is substantially complete.

B. FLOOD CONTROL ZONE DISTRICT RESPONSIBILITIES

The District shall:

1. Expeditiously complete Project construction, pursuant to all applicable laws, regulations, permits and policies.
2. Invoice the LWID after construction is substantially complete.

3. TERM OF AGREEMENT

The period of performance for this Agreement shall be effective on the execution date and continue until project completion and final payment.

4. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of all of the parties hereto. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. DISPUTES

In the event that a dispute arises under this Agreement, a dispute board shall resolve the dispute in the manner set forth in this section. The parties to this Agreement shall each appoint a member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto. In the performance of this Agreement, it is mutually understood and agreed upon by the parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance.

6. INDEMNIFICATION

Each party agrees to protect, defend, appear, save harmless and indemnify the other parties from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the that party, its agents or employees in the performance of this agreement.

7. ASSIGNMENT

The obligations to be performed by the parties under this Agreement are not assignable or delegable by any party in whole or in part, without the prior written consent of both of the other parties.

8. WAIVER

A failure by any of the parties to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

8. TERMINATION

This Agreement may be terminated without cause by any Party effective upon sixty (60) days written notice, mailed postage pre-paid by certified mail, return receipt requested, to all remaining Parties last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

10. INTEGRATION OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

11. CONTRACT MANAGEMENT

No new separate legal or administrative entity is created to administer the provisions of this Agreement. No agent, employee, servant, or representative of any party shall be deemed to be an employee, agent, servant, or representative or any other party for any purpose. Each party will be solely responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement. The Contract Administrator for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for the LWID is:

Gavin Willis, (Administrator)
Ag Water Board of Whatcom County
204 Hawley St,
Lynden, WA 98264
(360) 354-1337, ext. 202
gavin@agwaterboard.com

The Contract Administrator for the District is:

Christina Schoenfelder, River and Flood Engineering Supervisor
Whatcom County Public Works Department
322 N. Commercial Street, 2nd Floor
Bellingham, WA 98225
(360) 778-6274
Cshoenf@co.whatcom.wa.us

12. COUNTERPARTS

This Agreement may be executed in multiple counterparts and each shall be deemed an original, but all of which together constitute a single instrument.

13. EFFECTIVE DATE

This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor or posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LAUREL WATERSHED IMPROVEMENT DISTRICT

By: Gavin Willis

Title: Administrator

Signature: _____

Date: _____

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: Satpal Singh Sidhu

Title: Whatcom County Executive, on behalf of the Whatcom County Flood Control Zone District Board of Supervisors

Signature: _____

Date: _____

Approved as to form:

Christopher Quinn, Whatcom County Date
Chief Civil Deputy Prosecuting Attorney