

SCANNED 1/27/23
(6)

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202301031

Originating Department:	Public Works								
Division/Program: (i.e. Dept. Division and Program)	River & Flood (9075)/Flood Planning								
Contract or Grant Administrator:	Paula Harris								
Contractor's / Agency Name:	City of Everson								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? 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: 3.08.100									
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): 202205009									
Is this contract the result of a RFP or Bid process? Contract Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 723001									
Is this agreement excluded from E-Verify? No ☐ Yes ☒ If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td>☐ Professional services agreement for certified/licensed professional.</td> <td>☐ Goods and services provided due to an emergency</td> </tr> <tr> <td>☐ Contract work is for less than \$100,000.</td> <td>☐ Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td>☐ Contract work is for less than 120 days.</td> <td>☐ Work related subcontract less than \$25,000.</td> </tr> <tr> <td>☒ Interlocal Agreement (between Governments).</td> <td>☐ Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		☐ 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.
☐ 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): \$ 48,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ 48,000	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , 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: A cost reimbursement agreement with the City of Everson to participate in the Floodplain Integrated Planning (FLIP) process including participation on the FLIP Steering Committee, FLIP Team, and FLIP Reach Teams. The work is grant funded by the '21-'23 Floodplains by Design grant.									
Term of Contract: Not to Exceed Expiration Date: June 30, 2025									

Contract Routing:	1. Prepared by: Deb Johnson	Date: 12/30/22
	2. Attorney signoff: Christopher Quinn	Date: 01/03/2023
	3. AS Finance reviewed: bbennett	Date: 01/10/2023
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date: 12-22-23
	6. Submitted to Exec.:	Date: 1-23-23
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date: 1-23-23
	9. Original to Council:	Date: 1-27-23

**COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF EVERSON AND
THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT RELATING TO
FUNDING SUPPORT FOR PARTICIPATION IN THE FLIP PLANNING PROCESS**

This Agreement is made and entered into by and between the City of Everson, a Washington City (hereinafter referred to as the "City") and the Whatcom County Flood Control Zone District, a Washington quasi-municipal corporation (hereinafter referred to as the "District").

WHEREAS, the City of Everson is a City within Whatcom County and encompasses properties within the floodplain; and

WHEREAS, the District manages the Floodplain Integrated Planning (FLIP) process to update and broaden the scope of the Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP); and

WHEREAS, the FLIP process includes a government and stakeholder group (FLIP Team and FLIP Reach Teams) with representatives from the District, the Lummi Nation, the Nooksack Tribe, sub-zone advisory committees, diking districts, watershed improvement districts (WIDs), federal, state and local agency staff, local landowners, representatives of the agricultural community, and technical experts; and

WHEREAS, the FLIP process also includes a Steering Committee (FLIPSC) with representatives from the District, the Lummi Nation, the Nooksack Tribe, the Ag Water Board, the cities in the Nooksack River floodplain, and the Washington Department of Ecology (Ecology); and

WHEREAS, the City retains Reichart and Ebe (RE) to represent the Impacted Cities of Everson, Nooksack, and Sumas on the FLIPSC and to participate on the FLIP Team; and

WHEREAS, the District has been awarded a '21-'23 biennium Floodplains by Design (FbD) grant from the Department of Ecology (Ecology) for the Nooksack River: Floodplains that Work – Phase 2 project that includes funding to support participation of Nooksack Tribe staff in the FLIP planning process; and

WHEREAS, the FbD grant provides 80 percent reimbursement of eligible costs and requires a local cost-share of 20 percent of eligible costs.

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

1. **PURPOSE.** The purpose of this Agreement is to set the terms whereby the District will provide the City reimbursement of 80 percent of eligible costs for services provided by RE to represent the Impacted Cities during the FLIP process.

2. PARTY RESPONSIBILITIES

A. CITY RESPONSIBILITIES

1. The City shall contract with RE to represent the Impacted Cities of Everson, Nooksack, and Sumas.
2. The City shall provide RE staff to represent the interests of the Impacted Cities including preparing for and participating in FLIPSC, FLIP Team, and FLIP Reach Team meetings including early action project meetings and FLIP Reach Team design charrettes.
3. The City shall request reimbursement from the District for 80 percent (80%) of the costs associated with RE participation in the FLIP process.
4. Copies of RE invoices shall be provided to document the expenses incurred by the City for which reimbursement is requested.

B. FLOOD CONTROL ZONE DISTRICT RESPONSIBILITIES

1. Subject to the terms of this Agreement, The District shall reimburse 80 percent (80%) of the eligible costs incurred by the City for RE to represent the impacted cities interests in the FLIP process per the payment provisions below in Section 3.

3. PAYMENT

The District will provide payment to the City to reimburse 80 percent (80%) of eligible costs of the City's contracted representative (RE) for participation in the FLIP process. Total reimbursement shall be no more than eighty percent (80%) of thirty thousand dollars (\$30,000), equal to twenty-four thousand dollars (\$24,000), inclusive of indirect costs. Reimbursement shall be made within thirty (30) days of the District's receipt of the City's reimbursement request. All eligible costs shall be dated no earlier than July 1, 2021.

4. TERM OF AGREEMENT

The period of performance for this Agreement shall be consistent with the performance period of the 2021-2023 FbD grant (Grant No. SEAFBD-2123-WhCoPW-00014), which is currently July 1, 2021 through June 30, 2025.

5. 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.

6. 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.

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.

9. 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.

10. 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.

11. 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.

12. 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 City is:

John Perry, Mayor
City of Everson
PO Box 315
Everson, WA 98247
(360) 966-3411
mayor@ci.everson.wa.us

The Contract Administrator for the District is:

Paula Harris, River and Flood Manager
Whatcom County Public Works Department
322 N. Commercial Street, Suite 120
Bellingham, WA 98225
(360) 778-6285
pharris@co.whatcom.wa.us

13. 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.

14. 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.

CITY OF EVERSON

By: John Perry
Title: Mayor
Signature: [Signature]
Date: 12/22/22

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: Satpal Singh Sidhu
Title: County Executive
Signature: [Signature]
Date: 1/23/23

Approved as to form:

[Signature]
Christopher Quinn, Senior Civil Deputy
Prosecutor
by [Signature] 1/20/23

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Elizabeth Kosa
INTERIM DIRECTOR**



RIVER AND FLOOD
322 N. Commercial Street, Suite 120
Bellingham, WA 98225-4042
Phone: (360) 778-6230
Fax: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu Whatcom County Executive
for the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Elizabeth Kosa, Interim Public Works Director

FROM: Paula J. Harris, P.E., River and Flood Manager *PJH*
Gary Stoyka, Natural Resources Manager *GS*

RE: City of Everson – Cost Reimbursement Agreement
Funding Support for Participation in the FLIP Planning Process (Project No.
722002)

DATE: December 22, 2022

RECEIVED
JAN 23 2023

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

Enclosed are two (2) originals of a cost reimbursement agreement between the Whatcom County Flood Control Zone District (FCZD) and the City of Everson for your review and signature.

Requested Action

Public Works respectfully requests that the County Executive, acting for the FCZD Board of Supervisors, enter into a cost reimbursement agreement with the City of Everson to participate in the Floodplain Integrated Planning (FLIP) process including participation on the FLIP Steering Committee, FLIP Team, and FLIP Reach Teams.

Background and Purpose

The small cities of Everson, Nooksack and Sumas (small cities) are represented in the FLIP planning process by Reichart and Ebe (RE). The FCZD was awarded a '21-'23 biennium Floodplains by Design (FbD) grant from the Department of Ecology for the Nooksack River: Floodplains that Work – Phase 2 project. This agreement is with the City of Everson (City) and the City has retained RE to represent all three small cities. A portion of the '21-'23 FbD grant funds are intended to support participation of RE as the small cities' representative in the FLIP planning process.

Funding Amount and Source

The proposed cost reimbursement amount is \$48,000 over two years. This amount is covered by the '21-'23 FbD grant task "Ag, Tribal & Small City Support / Integration" and the 20% match will be provided by the City of Everson.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this Contract.