

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
202302011

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	907010-Natural Resources/169121-Watershed Management Plan Implementation
Contract or Grant Administrator:	John N. Thompson
Contractor's / Agency Name:	University of Washington, School of Public Health

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: 169121

Is this agreement excluded from E-Verify?    No     Yes     If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- |   |  |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than \$100,000.                            | <input type="checkbox"/> Work related subcontract less than \$25,000.        |
| <input type="checkbox"/> Contract work is for less than 120 days.                             | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.  |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments).               |  |

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 12,250.00  
 This Amendment Amount:  
 \$ \_\_\_\_\_  
 Total Amended Amount:  
 \$ 12,250.00

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:**

*This Interlocal Agreement with the University of Washington School of Health Sciences is to provide specialized technical assistance for the investigation of extrapolated initial recommended instream flow information and subsequent hydrologic updates in support of watershed and salmon recovery planning.*

Term of Contract:    Jan 1, 2023 - June 30, 2023    Expiration Date:    June 30, 2023

Contract Routing:	1. Prepared by: <u>John N. Thompson</u>	Date: <u>2/3/2023</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>2/3/2023</u>
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>AB2023-123</u>	Date: <u>02/21/2023</u>
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Whatcom County Contract No.

202302011

**INTERLOCAL AGREEMENT**  
**UNIVERSITY OF WASHINGTON – WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT**  
**Water Resources Inventory Area 1 Investigation Regarding the Extrapolation of Initial Salmon Streamflow Recommendations**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between University of Washington, School of Public Health, 3980 15<sup>th</sup> Ave NE, Seattle, WA 98195, hereinafter called **UW**, and Whatcom County Flood Control Zone District, 322 N. Commercial St., 2<sup>nd</sup> floor, Bellingham, WA 98225, hereinafter called "**County**".

WHEREAS, UW and the County desire to establish an arrangement wherein the County will provide funding to UW for the general purpose or objective of an investigation regarding the extrapolation of initial salmon streamflow recommendations, to the mutual advantage of each jurisdiction; and

Whereas, Chapter 39.34, Revised Code of Washington provides for cooperation between local government entities through contractual agreement; and

Whereas previous research has been conducted in Water Resource Inventory Area 1 to evaluate the instream flow requirements for salmon and to recommend flows at various locations that will provide optimal habitat conditions and methods were proposed to extrapolate flow recommendations from measured locations to unmeasured locations; and

Whereas Dr. Christina Norton was involved in that original research and in a subsequent re-evaluation of the recommendations based on an updated hydrologic model and possesses an intimate knowledge of the methods used, hydrologic model employed, original work products, and potential constraints of that original research; and

Whereas, the parties desire to enter into this Agreement in order to define their respective obligations for this transaction,

NOW THEREFORE, UW and the County agree as follows:

- I. *Purpose*: The purpose of this agreement is to set the terms whereby the County will make funds available to UW so that UW can provide specialized expertise and knowledge pertaining to the previously completed hydrologic studies and methods for extrapolation of flow recommendations, assist the County and Saturna Watershed Sciences, L.L.C (Saturna) evaluate the previous work and present findings to the County and others, and coordinate with and support Saturna to provide the County with a detailed summary of findings and recommendations for a subsequent phase of work.
- II. *Administration*: No new or separate legal or administrative entity is created to administer the provisions of this agreement.
- III. *University of Washington Responsibilities*: UW agrees to perform the work described in Exhibit A.
- IV. *Whatcom County Flood Control Zone District Responsibilities*: The County agrees to reimburse UW in an amount not to exceed \$12,250.00 as shown in Exhibit B, for the costs of providing the services stated under Sections I and III.

- V. *Payment:* All payments by the County to UW under this Agreement are considered reimbursement for work performed by UW or its contractors. Each request for payment herein is to be submitted in the form of an invoice to be provided to the County at such time Task Deliverables as described in Exhibit A – Scope of Work are approved by the County.
- VI. *Term:* This Agreement shall be effective for services performed from January 1, 2023 through June 30, 2023. The start date pre-dates the signature date of this Agreement due to the need to maintain a tight project timeline for the work contracted separately with Saturna, including preparation for and attendance at a January 19, 2023 technical meeting with the County and others, limitations on the duration of project funding availability, and unforeseen delays in getting this Agreement in place. Work performed by UW prior to the signature date is at their risk and does not create an obligation on the part of the County if this Agreement is not finalized. The Agreement may be terminated by either party upon the giving of written notice to the other, at which time any remaining financial obligations for services rendered shall be paid in full according to the provisions of V. Payment, stated above.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the Whatcom County Public Works Director and the University of Washington School of Public Health Director, or their designees.

The contacts for project questions are:

Elizabeth Lancaster  
Director, Finance & Research Administration  
Office of the Dean, School of Public Health  
3980 15<sup>th</sup> Ave NE, Box 351616  
Seattle, WA 98195  
Phone: 206-221-2558  
Email: [Liz1@uw.edu](mailto:Liz1@uw.edu)

John N. Thompson  
Senior Salmon Recovery Planner  
Whatcom County Public Works  
322 N. Commercial St., 2<sup>nd</sup> Floor  
Bellingham, WA 98225-4042  
Phone: (360) 778-6295  
Email: [jnthomps@co.whatcom.wa.us](mailto:jnthomps@co.whatcom.wa.us)

- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement, except that the products of the project shall be deemed the property of both of the parties to this agreement.
- IX. *Allocation of Liability:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents, or employees, to the fullest extent required by law. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
- X. *Modifications:* The terms of this Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* 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 of the State of Washington, both as to interpretation and performance, and the venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XII. *Severability:* In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

- XIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XIV. *Recordation:* Upon execution of this Agreement, Whatcom County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Each signatory below to this Contract warrants that they are the authorized agent of the respective party; and that they have the authority to enter into the Agreement and bind the party thereto.**

**UNIVERSITY OF WASHINGTON**

By \_\_\_\_\_  
Elizabeth Lancaster Date  
Director, Finance & Research Administration  
Office of the Dean, School of Public Health

Approved as to form:

\_\_\_\_\_  
Office of the Attorney General Date

**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:**

**Recommended for Approval:**

\_\_\_\_\_  
Elizabeth Kosa, Interim Public Works Director Date

**Approved as to form:**

\_\_\_\_\_  
Christopher Quinn, Senior Deputy Prosecuting Attorney – Civil Division Date

**Approved:**

Accepted for Whatcom County Flood Control Zone District:

By: \_\_\_\_\_  
Tyler Schroeder, Whatcom County Deputy Executive Date

**EXHIBIT "A"**  
(SCOPE OF WORK)

**Nooksack Flow Recommendations – Extrapolation Methods Investigation – Phase 1**

**Overview**

The scope of services is to have Dr. Christina Norton coordinate with the County and Saturna Project Manager, Paul Pittman, contracted with the County under a separate agreement, evaluate PHABSIM model results extracted from the original hydrology produced by Utah State University and supporting hydrologic models and determine if an extrapolation methodology developed by Utah State University (USU) for the WRIA 1 Watershed Management Project in 2006 was applied, in full or part, within an early version of a decision support system (DSS). If the extrapolation was completed, then UW, upon approval by the County, will apply the extrapolation methodology developed by USU to an updated hydrology (Bandaragoda et al., 2012 and 2013). If the extrapolation was partial, then recommendations to complete the extrapolation using the 2007 hydrology will be provided. Once these steps are done, UW will assist Saturna translate the methods and results into presentations, a technical memorandum as a refresher to current technical staff, and a compilation and organization of associated data. New data collection is not proposed.

Work may need to occur in more than one phase given the uncertainty regarding the completeness of the extrapolation data. The Agreement may be amended to complete subsequent phases of investigation depending on the outcome of this initial phase. The first phase of work includes Tasks 1 and 2 as described below.

**Task 1: Review of Relevant Materials and Technical Scope Development**

Task 1 is the review of background materials provided to Saturna and attendance at meetings with the County, Saturna, WRIA 1 Watershed Staff Team (WST) and others to formulate clear objectives for the study and identify questions or areas where additional background information is needed. It is not the intent to revisit and revise the methods used by Utah State University, but to build institutional knowledge on how the extrapolation was done and about the TopNet hydrologic model that is in part the basis of the extrapolation work. This will be accomplished via the sub-tasks identified below.

**Task 1.1: Review of available materials**

The County provided 16 CDs of data related to the DSS model and model development for an initial review. It is currently not clear if this is the entire set of data related to the DSS for Consultant review. In addition, a report on proposed extrapolation methods by Saraeva (2007) provides technical explanations for two potential extrapolation methodologies. It is the understanding of some WST members that each method was applied to an as yet to be confirmed number of flow assessment sites using the 2007 hydrology and that the DSS then extracts these data for use (i.e. the extrapolation programming does not run within the DSS). This understanding needs to be verified. The WRIA 1 Instream Flow and Fish Habitat Technical Teams developed a consensus statement regarding agreement on extrapolation methods (2006). The Consultant team will be provided additional context for the consensus statement as it relates to this work during the first meeting to be held under Task 1.2, below. UW will review and assist Saturna in compilation of the identified existing and additional data and reports with a primary focus on hydrology data and reports and materials explaining the extrapolation methodologies.

**Task 1.2 Technical scope development meetings**

UW will prepare for and participate in two (2) meetings up to 3 hours of meeting time each.

- Meeting 1 - technical meeting with the County, Saturna project team, the WST, and UW to discuss relevant background information including discussions and agreements regarding application of hydrologic models, extrapolation methods, and to build a common knowledge on expectations for the project, assumptions to consider, proposed tasks, and project objectives. UW may also assist in formulating questions for Dr. Thom Hardy, formerly with Utah State University, in order to access his historical knowledge of the project

including specifics on how the extrapolation method(s) were, or were not, applied at a second meeting. This meeting may be in person or virtual.

- Meeting 2 - The second meeting will be with the same group as the first meeting with the addition of Dr. Hardy to ask and discuss the questions previously developed. This subtask assumes that a meeting with Dr. Hardy is needed and that Dr. Hardy is available to meet. A second meeting with the WST, County, and Saturna may replace the Hardy meeting if it is deemed that meeting is not necessary.

### **Task 1 Deliverables**

The following deliverables will be provided to the County with copies provided to the Saturna project manager.

- Inventory of any additional resources based on review of the materials initially provided to Saturna by the County.
- Materials considered by UW to be important to furthering this project will be noted in the Saturna inventory of materials provided by the County.
- Brief technical memorandum summarizing key points from the meetings in Tasks 1.1 and 1.2 with a specific focus regarding any limitations or recommendations regarding the hydrologic analyses completed by Utah State University (2007) or subsequent updates done by Dr. Christina (Bandaragoda) Norton (2012, 2013) for Water Resource Inventory Area 1.
- Written comments on an outline prepared by Saturna describing tasks and objectives for the remaining work to be accomplished in subsequent phases of work including expectations, assumptions, and key issues or findings from the meetings.
- A written list of key questions for the “Kick-Off” meeting (Task 2).

### **Task 2: “Kick-Off” Workshop**

Based on outcomes and scoping from Task 1, UW will participate in a workshop with the WST, the Saturna team, and others to be identified by the County. The purpose of the workshop is to provide an opportunity for additional information sharing, reporting on any preliminary findings, and to discuss next steps and a draft scope of work to accomplish Tasks 3-8 as described in the August 15, 2022 Request for Proposals (RFP) issued by the County. Tasks 3-8 from the RFP are listed below for reference.

- Task 3: Develop Quality Assurance Project Plans (QAPPs)
- Task 4: Extract Extrapolation Information for WUAs Flows as Directed and Migrate to Current Windows Software Version
- Task 5: Apply Extraction Method to 2007 Hydrology and Compare to DSS Outputs
- Task 6: Apply Extrapolation Method to 2012 Hydrology for WUAs Flows as Directed
- Task 7: Present Findings
- Task 8: Technical Assistance.

### **Task 2 Deliverables:**

- Meeting participation
- Meeting notes
- Track changes version of the Saturna proposed draft scope of work for completion of Tasks 3- 8 of the August 15, 2022 County Request for Proposals.

**EXHIBIT "B"**  
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate UW as provided in the Budget Table below. Compensation will be provided in two lump sum increments coinciding with the successful completion of Task 1 and of Task 2 and following County review and approval of each Task deliverables. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed up to the Task amount. Subcontractor costs will be reimbursed at actual cost. Mileage is to be reimbursed at the current Federal IRS rate in effect at the time the mileage is accrued; lodging and per diem will be reimbursed at a rate not to exceed the current GSA rate for the location at which services are provided. Other expenditures such as supplies for field work, printing, postage, and telephone charges shall be reimbursed at actual cost. The budget below includes the expected effort and totals by sub-task. Some tasks may require more or less than the estimated amount. UW will consult with and get written approval from the County if it is later determined that the level of effort for any given task will be significantly greater than that which was estimated when Exhibit "A" - Scope of Work was prepared.

UW will invoice at the completion of each of the two (2) tasks with payment by the County to be authorized upon written acceptance of the deliverables. Invoices will detail tasks and/or sub-tasks accomplished and deliverables provided and will be for a "lump sum" amount for each task. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Total compensation shall not exceed \$12,250.00. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

**BUDGET TABLE**

<b>Task 1 Review of Materials &amp; Technical Scope Development</b>	<b>Task Amount</b>
Task 1.1 – review of available materials (data review and inventory, data organization and posting, review extrapolation methods, deliverable preparation, meeting participation, travel)	\$3,500.00
Task 1.2 – technical scope development meetings (meeting 1 – project expectations and objectives, meeting notes, meeting with Dr. Hardy or WST, draft scope of work for next tasks, deliverable preparation, travel)	\$5,250.00
<b>Task 1 total</b>	<b>\$8,750.00</b>
<b>Task 2 Kick-ff Workshop</b> (workshop preparation, workshop, meeting documentation and deliverable preparation, travel)	\$3,500.00
<b>Agreement Total (not to exceed)</b>	<b>\$12,250.00</b>