

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

201911005

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources/907010 - Watershed Management Plan Implementation
Contract or Grant Administrator:	John N. Thompson, Senior Planner
Contractor's / Agency Name:	U.S. Dept. of Interior Geological Survey
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a))    Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____    CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____    Cost Center: <u>169121</u>	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> 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 work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>89,296</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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 Joint Funding Agreement between the U.S. Dept. of Interior Geological Survey and the Flood Control Zone District will provide for data collection, data reporting, and gaging equipment maintenance at 8 gaging stations in the Nooksack Watershed. Data collected supports WRIA 1 water resource management and salmon recovery efforts. District share is \$89,269 of a \$140,100 total program fixed cost.	
Term of Contract: Fixed price    Expiration Date: September 30, 2020	

Contract Routing:	1. Prepared by: <u>John N. Thompson</u>	Date: <u>10-31-2019</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>10/31/2019</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>10/31/2019</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ <span style="float:right">✓</span>	Date: <u>10-10-19</u>
	6. Submitted to Exec.: _____ <span style="float:right">✓</span>	Date: <u>11-7-19</u>
	7. Council approved (if necessary): _____ <span style="float:right">✓</span>	Date: <u>11-19-19</u>
	8. Executive signed: _____ <span style="float:right">✓</span>	Date: <u>11-20-19</u>
	9. Original to Council: _____ <span style="float:right">✓</span>	Date: <u>11-22-19</u>

COUNTY ORIGINAL

Form 9-1366  
(May 2018)

U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY

Customer #: 6000000721  
Agreement #: 20YGJFA20075  
Project #: YG00H1U  
TIN #: 91-6001383  
Fixed Cost Agreement Yes

WHATCOM COUNTY  
CONTRACT NO.

201911005

JOINT FUNDING AGREEMENT

FOR  
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 1 day of **October, 2019** by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **Whatcom County Flood Control Zone District**, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a **fixed-price agreement for the operation and maintenance of the cooperative streamgaging program between the USGS and the Washington State Department of Ecology**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$

(a) by the party of the first part during the period

Amount	Date	to	Date
\$50,804	October 1, 2019		September 30, 2020

(b) by the party of the second part during the period

Amount	Date	to	Date
\$89,296	October 1, 2019		September 30, 2020

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:  
\$

Description of the USGS regional/nations program: USGS Federal Priority Streamgaging Program

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data development as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).
9. Billing for this agreement will be rendered: **QUARTERLY**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**U.S. Geological Survey  
United States  
Department of the Interior**

**Name of Customer  
Whatcom County Flood Control Zone District,**

**USGS Point of Contact**

**Customer Point of Contact**

Name: Mark Mastin  
Address: 934 Broadway, Suite 300  
Tacoma, WA 98402  
  
Telephone: 253-552-1609  
Email: mcmastin@usgs.gov  
  
Org Code: GGWNYG0000

Name: John Thompson  
Address: 322 N. Commercial St, Suite 110  
Bellingham, WA 98225  
  
Telephone: 360-778-6295  
Email: Jnthomps@co.whatcom.wa.us

**Signature and Date:**

**Signature and Date:**

Signature: Cynthia Barton  
Date: 10-10-19

Signature: SEE ATTACHED FCZD  
Date: SIGNATURE PAGE

Name: Cynthia Barton, PhD, LHG, LG  
Title: Center Director

Name:  
Title:

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name:  
Title:

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:  
Recommended for Approval:

Jon Hutchings 11/5/19  
Jon Hutchings, Public Works Director Date

Approved as to form only:

Christopher Quinn 11/6/19  
Christopher Quinn, Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County Flood Control Zone District

By: Jack Louws 11/20/19  
Jack Louws, Whatcom County Executive, Date  
acting for the Whatcom County  
Flood Control Zone District Board of Supervisors

STATE OF WASHINGTON )

) ss

COUNTY OF WHATCOM )

On this 20th day of November, 201<sup>9</sup>, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mildner  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellingham.  
My commission expires  
12-31-22.

USGS Station No.	Station Name	Whatcom County Flood Control Zone District	USGS Cooperative Matching Funds	Total	Remarks
NORTHWEST WASHINGTON FIELD OFFICE (FERNDALE), 360-312-8155					
<b>12205000</b>	<b>North Fork Nooksack River below Cascade Creek near Glacier</b>				
	Water temperature	\$2,633	\$1,567	\$4,200	Streamflow discharge with priority real-time data transmission is funded by Whatcom Co. Public Works Dept. (River and Flood Division)-separate USGS agreement.
<b>12209490</b>	<b>Skookum Creek above Diversion near Wickersham</b>				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
<b>12210000</b>	<b>SF Nooksack River at Saxon Bridge</b>				
	Water temperature	\$4,200		\$4,200	
<b>12210700</b>	<b>Nooksack River at North Cedarville</b>				
	Water temperature	\$2,633	\$1,567	\$4,200	Streamflow discharge with priority real-time data transmission is funded by a Whatcom Co. Public Works and Washington State DOE-through a separate USGS agreements.
<b>12210900</b>	<b>Anderson Creek at Smith Road near Goshen</b>				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
<b>12212050</b>	<b>Fishtrap Creek at Front Street at Lynden</b>				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
<b>12212390</b>	<b>Bertrand Creek at International Boundary</b>				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
<b>12212430</b>	<b>Unnamed Tributary to Bertrand Creek near H Street near Lynden</b>				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
	<b>TOTAL</b>	<b>\$89,296</b>	<b>\$50,804</b>	<b>\$140,100</b>	



RECEIVED


NOV 7 - 2019

JACK LOUWS  
COUNTY EXECUTIVE

**MEMORANDUM**

**TO:** The Honorable Members of the Whatcom County  
Flood Control Zone District Board of Supervisors

**THROUGH:** Jon Hutchings, Public Works Director

**FROM:** Gary S. Stoyka, Natural Resources Manager  
John N. Thompson, Senior Salmon Recovery Planner 

**RE:** U.S. Geological Survey – Joint Funding Agreement

**DATE:** November 6, 2019

---

**Requested Action**

Enclosed are two (2) originals of a Joint Funding Agreement (No. 20YGJFA20075) between the United States Department of Interior, Geological Survey (USGS) and Whatcom County Flood Control Zone District (FCZD) for your review and signature.

**Background and Purpose**

This Joint Funding Agreement with the USGS will provide for continued data collection, real-time data access, and publication of surface water data at 8 stream gaging stations in the Nooksack River watershed for the 2020 water year (October 1, 2019 through September 30, 2020). These gaging stations were selected to provide data that complements data collected at other USGS and Ecology gaging sites and which collectively support watershed management and salmon recovery in WRIA 1.

**Funding Amount and Source**

This one-year agreement is for \$89,296. There is budget authority under the approved 2019 Natural Resources budget for the fourth quarter 2019 work and funding for this project has been included in the 2020 Natural Resources budget request for the remainder of the work.

**Differences from Previous Contract**

This new agreement reflects a 3.3% increase over the previous agreement amount of \$86,391 (WCC 201809007).

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement,

Encl.