WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:		
Division/Program: (i.e. Dept. Division and Program)		
Contract or Grant Administrator:		
Contractor's / Agency Name:		
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:
Does contract require Council Approval? Ye Already approved? Council Approved Date: _		If No, include WCC: (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, Whatco	m County grant	contract number(s):
Is this contract the result of a RFP or Bid proce	ss?	Contract
Yes No If yes, RFP and Bid no	umber(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 certical Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Government Contract Amount:(sum of original contract amount and any prior amendments): This Amendment Amount: Total Amended Amount: Summary of Scope:	Council appro \$40,000, and p than \$10,000 of 1. Exercisin 2. Contract capital co 3. Bid or aw 4. Equipmen 5. Contract electronic	ofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Wal required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater for 10% of contract amount, whichever is greater, except when: In an option contained in a contract previously approved by the council is for design, construction, r-o-w acquisition, prof. services, or other less approved by council in a capital budget appropriation ordinance. Ward is for supplies. In this included in Exhibit "B" of the Budget Ordinance. It is included in Exhibit "B" of the Budget Ordinance. The systems and/or technical support and software maintenance from the
	developes	r of proprietary software currently used by Whatcom County.
The state of the s		
Term of Contract:		Expiration Date:
Contract Routing: 1. Prepared by: 2. Attorney signoff:		Date: Date:
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 neces	ssary):	Date:
8. Executive signed:9. Original to Council:		Date: Date:
7. Original to Council.		Date.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY Washington Water Science Center 934 Broadway St, Ste 300 Tacoma, WA 98402

August 16, 2022

Mrs. Paula Harris Manager, River and Flood Divison Whatcom County Public Works 322 N Commercial Street, Suite 210 Bellingham, WA 98225-4042

Dear Mrs. Harris:

Enclosed is our standard joint-funding agreement (23YGJFA04200) between the U.S. Geological Survey Washington Water Science Center and Whatcom County Public Works for the operation and maintenance of streamgages for discharge, stage only, climate, and imagery during the period October 1, 2022, through September 30, 2023, in the amount of \$199,672 from your agency. U.S. Geological Survey contributions for this agreement are \$11,909 for a combined total of \$211,581. Please sign and return one fully-executed original to Sharbra Gordon-scott gs-w-wa_admin_dropbox@usgs.gov.

The full scope of work is described in the attached document with changes between FY22 and FY23 described below for convenience:

- Two additional flood measurements on the Nooksack River at both (12210700) North Cedarville, WA, and (12211200) Everson, WA.
- Addition of cameras and cellular telemetry to streamgages (12211195) Nooksack Overflow at Hwy 544 and (# TBD) Nooksack Overflow at Emerson Road.
- Elevation surveying of public infrastructure near streamgages (12211200) Everson, WA, (12211195) Nooksack Overflow at Hwy 544, and (# TBD) Nooksack Overflow at Emerson Road for inclusion in the USGS Flood Impact Map.
- Publication of stage at (12210220) Jones Creek at Acme, WA.
- Installation and operation of a new seasonal (6 mos., October March) stage-only streamgage on Emerson Road at Everson, WA.
- Installation and operation of a new seasonal (6 mos., October March) discharge streamgage on the Sumas River (location TBD).
- Installation and operation of a new discharge streamgage on the Nooksack River at Guide Meridian Road at Lynden, WA.

New work will be completed as soon as possible upon receipt of a signed agreement and permit approval. The USGS requests the assistance of Whatcom County Public Works in acquiring approved state and local permits to install the new streamgages and remove trees from measuring sections.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Christopher Laveau by phone number (701) 213-8694 or email cdlaveau@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your

invoice(s), please contact Sharbra Gordon-scott at phone number (253) 552-1698 or email at <u>gs-w-wa_admin_dropbox@usgs.gov</u>.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Cynthia Barton, Ph.D, LHG, LG Center Director

Enclosure 23YGJFA04200 (1)

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Water Resource Investigations

Customer #: 6000000721 Agreement #: 23YGJFA04200 Project #: YG00H1U 001 TIN #: 91-6001383

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the **October 1, 2022**, by the U.S. GEOLOGICAL SURVEY, Washington Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Whatcom County Public Works party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), 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) include In-Kind-Services in the amount of \$0.00
 - (a) \$11,909 by the party of the first part during the period October 1, 2022 to September 30, 2023
 - (b) \$199,672 by the party of the second part during the period October 1, 2022 to September 30, 2023
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$6,125
 - Description of the USGS regional/national program: USGS Federal Priority Streamgage 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 cost, 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 developed 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://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Customer #: 6000000721
Agreement #: 23YGJFA04200
Project #: YG00H1U 001
TIN #: 91-6001383

Water Resource Investigations

9. Billing for this agreement will be rendered **<u>quarterly</u>**. 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.

	USGS Technical Point of Contact		Customer Technical Point of Contact
Name:	Christopher Laveau Supervisory Hydrologist	Name:	Paula Harris Manager, River and Flood Divison
Address:	934 Broadway Suite 300 Tacoma, WA 98402	Address:	Whatcom County Public Works Dept. 322 N Commercial Street, Suite 210
Telephone: Fax:	(701) 213-8694	Telephone:	Bellingham, WA 98225-4042 (360) 778-6285
Email:	cdlaveau@usgs.gov	Fax: Email:	pharris@co.whatcom.wa.us
	USGS Billing Point of Contact		Customer Billing Point of Contact
Name:	Sharbra Gordon-scott	Name:	Paula Harris
Address:	Budget Analyst 934 Broadway Suite 300 Tacoma, WA 98402	Address:	Manager, River and Flood Divison Whatcom County Public Works Dept. 322 N Commercial Street, Suite 210
Telephone: Fax:	(253) 552-1698 (253) 552-1581	Telephone:	Bellingham, WA 98225-4042 (360) 778-6285
Email:	sgordon-scott@usgs.gov	Fax: Email:	pharris@co.whatcom.wa.us
	U.S. Geological Survey United States Department of Interior	W	/hatcom County Public Works
	Signature		<u>Signatures</u>
Ву	Date:	Bv	Date:
•	ia Barton, Ph.D, LHG, LG	Name:	
Title: Center	Director	Title:	
		Ву	Date:
		Name:	
		Title:	
		Ву	Date:
		Name:	
		Title:	

Whatcom County Public Works

Attachment for 23YGJFA04200 10/1/2022 to 9/30/2023

SURFACE WATER

	FUNDS		
SITE NUMBER & DESCRIPTION	USGS	COOP	TOTAL
12205000 NF NOOKSACK RIVER BL CASCADE CREEK NR GLACIER, WA			1
Full Range Streamflow Station	\$6,989	\$16,331	\$23,320
12208000 MF NOOKSACK RIVER NEAR DEMING, WA			
Full Range Streamflow Station		\$3,521	\$3,521
12210000 SF NOOKSACK RIVER AT SAXON BRIDGE, WA			
Full Range Streamflow Station		\$17,195	\$17,195
12210220 JONES CREEK AT ACME, WA			
Stage, Continuous Seasonal 9 mos. (Oct. – June)		\$6,818	\$6,818
12210700 NOOKSACK RIVER AT NORTH CEDARVILLE, WA			
Full Range Streamflow Station		\$13,514	
(New FY23) 2 Extra Discharge, Measurements		\$2,680	\$16,194
12211195 NOOKSACK R OVERFLOW AT HIGHWAY 544 AT EVERSON, WA			
Stage, Continuous Seasonal 6 mos. (Oct. – Mar.)		\$4,545	\$4,545
12211200 NOOKSACK RIVER AT EVERSON, WA			
Full Range Streamflow Station		\$23,320	
(New FY23) 2 Extra Discharge, Measurements		\$2,680	\$26,000
12213100 NOOKSACK RIVER AT FERNDALE, WA			
Full Range Streamflow Station	\$4,920	\$18,400	\$23,320
TBD - NOOKSACK R OVERFLOW AT EMERSON RD			
(New FY23) Equipment purchase & installation		\$16,000	
(New FY23) Stage, Continuous Seasonal 6 mos. (Oct. – Mar.)		\$4,545	\$20,545
TBD - NOOKSACK RIVER AT LYNDEN			
(New FY23) Equipment purchase & installation		\$9,000	
(New FY23) Full Range Streamflow Station		\$22,380	\$31,380
TBD - SUMAS R. BETWEEN EVERSON & SUMAS, WA			,
(New FY23) Equipment purchase & installation		\$9,000	
(New FY23) Full Range Streamflow Station Seasonal 6 mos. (Oct. – Apr).		. ,	\$20,190

Total: \$11,909 \$181,119 \$193,028

CLIMATE

	FUNDS		
SITE NUMBER & DESCRIPTION	USGS	СООР	TOTAL
12210220 JONES CREEK AT ACME, WA			
Precipitation & AT, Continuous Seasonal (unpublished) 9 mos. (Oct. – June) 12210700 NOOKSACK RIVER AT NORTH CEDARVILLE, WA		\$2,123	\$2,123
Precipitation & AT, Continuous (unpublished)		\$2,830	\$2,830
	Total:	\$4 953	\$4 953

MISCELLANEOUS

	FUNDS		
SITE NUMBER & DESCRIPTION	USGS	COOP	TOTAL
12211195 NOOKSACK R OVERFLOW AT HIGHWAY 544 AT EVERSON, WA			ı
(New FY23) Cellular telemetry and camera operation		\$1,800	
(New FY23) Purchase and installation of camera		\$2,000	
(New FY23) Infrastructure surveying for use in Flood Impact Map 12211200 NOOKSACK RIVER AT EVERSON, WA		\$2,000	\$5,800
(New FY23) Infrastructure surveying for use in Flood Impact Map		\$2,000	\$2,000
TBD - NOOKSACK R OVERFLOW AT EMERSON RD -			
(New FY23) Cellular telemetry and camera operation		\$1,800	
(New FY23) Purchase and installation of camera		\$2,000	
(New FY23) Infrastructure surveying for use in Flood Impact Map		\$2,000	\$5,800
	Total:	\$13,600	\$13,600

GRAND TOTAL: \$11,909 \$199,672 \$211,581