

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	River and Flood/907540
Contract or Grant Administrator:	Paula J. Harris
Contractor's / Agency Name:	United States Geological Survey

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: \_\_\_\_\_  
 (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: 169110 & 169230

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): \$ <u>120,197</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>120,197</u>	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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. 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.
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**Summary of Scope: *The annual Joint Funding Agreement with the USGS funds the ongoing operation and maintenance of the County's six stream gages within the Nooksack River early flood warning system; a stream gage at the Nooksack River Everson Overflow; and a stream gage on Jones Creek in Acme, WA for early flood warning and flood response.***

Term of Contract:	Fixed Amount	Expiration Date:	September 30, 2021
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Contract Routing:	1. Prepared by: <u>Lonni Cummings /Paula Harris</u>	Date: <u>9/23/2020</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>9/24/2020</u>
	3. AS Finance reviewed: <u>Bbennett</u>	Date: <u>9/28/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

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 #: 21YGJFA04200  
Project #: YG00H1U  
TIN #: 91-6001383

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the **October 1, 2020**, 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 Flood Control Zone District**, 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 cooperations a **fixed-price agreement for the operation and maintenance of the cooperative streamgaging program between the USGS and Whatcom County Flood Control Zone District**, 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) **\$7,357** by the party of the first part during the period  
**October 1, 2020 to September 30, 2021**
- (b) **\$104,117** by the party of the second part during the period  
**October 1, 2020 to September 30, 2021**
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$8,723  
  
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  
Water Resource Investigations**

**Customer #: 600000721  
Agreement #: 21YGJFA04200  
Project #: YG00H1U  
TIN #: 91-6001383**

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.

**USGS Technical Point of Contact**

Name: Mark Mastin  
Supervisory Hydrologist  
Address: 934 Broadway Suite 300  
Tacoma, WA 98402  
Telephone: (253) 552-1609  
Fax: (253) 552-1581  
Email: mcmastin@usgs.gov

**Customer Technical Point of Contact**

Name: Paula Harris  
Manager, River and Flood Divison  
Address: Whatcom County Public Works  
Department 322 N Commercial Street,  
Suite 210  
Bellingham, WA 98225-4042  
Telephone: 360-778-6285  
Fax:  
Email: pharris@co.whatcom.wa.us

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

**Whatcom County Public Works**

**CYNTHIA BARTON**  
By **CYNTHIA BARTON**  
Name: Cynthia Barton, Ph.D, L.H.G., L.G.  
Title: Center Director  
**Signature**  
Digitally signed by  
CYNTHIA BARTON  
Date: 2020.08.03  
07:10:20 -0700 Date: **07/24/2020**

**Signatures**  
By See Attached Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:



USGS Station No.	Station Name	Whatcom County Public Works Dept.	USGS Federal Priority Streamgaging Program	USGS Cooperative Matching Funds	Total	Remarks
NORTHWEST WASHINGTON FIELD OFFICE (FERNDALE), 360-312-8155 x2001						
<b>12205000</b>	<b>North Fork Nooksack River below Cascade Creek near Glacier</b>					
	Streamflow discharge with priority real-time data transmission	\$15,288		\$7,357	\$22,645	
<b>12208000</b>	<b>Middle Fork Nooksack River near Deming</b>					
	Streamflow discharge with priority real-time data transmission	\$3,420			\$3,420	The remainder of this gage is funded by the City of Bellingham.
<b>12210000</b>	<b>South Fork Nooksack River at Saxon Bridge</b>					
	Streamflow discharge with priority real-time data transmission	\$16,198	\$6,447		\$22,645	
<b>12210220</b>	<b>Jones Creek at Acme</b>					
	Stage (unpublished) with real-time data transmission, Oct.-June	\$3,938			\$3,938	
	Precipitation (unpublished), Oct.-June	\$2,063			\$2,063	
<b>12210700</b>	<b>Nooksack River at North Cedarville</b>					
	Streamflow discharge with priority real-time data transmission	\$13,033			\$13,033	The remainder of this gage is funded by the Washington State Dept. of Ecology and USGS.
	Precipitation and air temperature (unpublished)	\$2,750			\$2,750	
<b>12211195</b>	<b>Nooksack River Overflow at Highway 544 at Everson</b>					
	Stage (published) with real-time data transmission (Oct.-Mar.)	\$4,413			\$4,413	
<b>12211200</b>	<b>Nooksack River at Everson</b>					
	Streamflow discharge with priority real-time data transmission	\$22,645			\$22,645	
<b>12213100</b>	<b>Nooksack River at Ferndale</b>					
	Streamflow discharge with priority real-time data transmission	\$20,369	\$2,276		\$22,645	
	<b>FY21 TOTAL</b>	<b>\$104,117</b>	<b>\$8,723</b>	<b>\$7,357</b>	<b>\$120,197</b>	