

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

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 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:

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

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 89,296
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ _____

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 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: John N. Thompson | Date: 10-31-2019 |
| | 2. Attorney signoff: Christopher Quinn | Date: 10/31/2019 |
| | 3. AS Finance reviewed: bbennett | Date: 10/31/2019 |
| | 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: _____ |

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

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

Signature: SEE ATTACHED FCZD

Date: 10-10-19

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:

 11/5/19

Jon Hutchings, Public Works Director Date

Approved as to form only:

 11/6/19

Christopher Quinn, Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County Flood Control Zone District

By: _____
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 _____ day of _____, 2018, 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.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires
_____.

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					
12205000	North Fork Nooksack River below Cascade Creek near Glacier				
	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.
12209490	Skookum Creek above Diversion near Wickersham				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
12210000	SF Nooksack River at Saxon Bridge				
	Water temperature	\$4,200		\$4,200	
12210700	Nooksack River at North Cedarville				
	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.
12210900	Anderson Creek at Smith Road near Goshen				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
12212050	Fishtrap Creek at Front Street at Lynden				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
12212390	Bertrand Creek at International Boundary				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
12212430	Unnamed Tributary to Bertrand Creek near H Street near Lynden				
	Streamflow discharge	\$13,333	\$7,967	\$21,300	with satellite telemetry
	Water temperature	\$2,633	\$1,567	\$4,200	
	TOTAL	\$89,296	\$50,804	\$140,100	