

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201911006

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	River and Flood - 907540
Contract or Grant Administrator:	Paula Harris
Contractor's / Agency Name:	U.S. Geological Survey
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/>	If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" 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? Yes <input type="radio"/> No <input checked="" type="radio"/>	Contract Cost Center: 169100 & 169230
If yes, RFP and Bid number(s): _____	
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 work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 119,719	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.
This Amendment Amount: \$ _____	
Total Amended Amount: \$ 119,719	
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: October 1, 2019	Expiration Date: September 30, 2020

Contract Routing:	1. Prepared by: Lonni Cummings	Date: 11-1-2019
	2. Attorney signoff: Christopher Quinn	Date: 11/04/2019
	3. AS Finance reviewed: <i>SBennett</i>	Date: 11/5/2019
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed: ✓	Date: 10-11-19
	6. Submitted to Exec.: ✓	Date: 11-7-19
	7. Council approved (if necessary): ✓	Date: 11-19-19
	8. Executive signed: ✓	Date: 11-20-19
	9. Original to Council: ✓	Date: 11-22-19

COUNTY ORIGINAL

Form 9-1366
(May 2018)

U.S. DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY

Customer #: 600000721
Agreement #: 20YGJFA04200
Project #: YG00H1U
TIN #: 91-6001383
Fixed Cost Agreement Yes

**WHATCOM COUNTY
CONTRACT NO.
201911006**

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 Whatcom County Public Works**, 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
\$7,366	October 1, 2019		September 30, 2020

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

Amount	Date	to	Date
\$102,843	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:
\$9,510

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: Paula Harris
Address: 322 N. Commercial St, Suite 120
Bellingham, WA 98225

Telephone: 360-778-6285
Email: pharris@co.whatcom.wa.us

Signature and Date:

Signature and Date:

Signature: *Cynthia Barton*

Signature: *see attached signature page*

Date: *10-11-19*

Date: _____

Name: Cynthia Barton, PhD, LHG, LG

Name: _____

Title: Center Director

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

[Signature] 11/5/19
Jon Hutchings, Public Works Director Date

Approved as to form only:

[Signature] 11/6/19
Christopher Quinn, Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County Flood Control Zone District

By: [Signature] 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, 2018⁹, 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



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 *JH*

FROM: Paula J. Harris, River and Flood Manager *PJH*
Gary S. Stoyka, Natural Resources Manager *GSS*

RE: U.S. Geological Survey - Joint Funding Agreement

DATE: November 1, 2019

Enclosed are two (2) originals of a fixed-cost Joint Funding Agreement (JFA) between Whatcom County Flood Control Zone District (FCZD) and the United States Geological Survey (USGS) for your review and signature.

Background and Purpose

The FCZD has worked cooperatively with the USGS for a number of years to collect stream-gaging data on a real-time basis for early flood warning and flood response. Financing of this program is provided on a cost-share basis through the USGS Cooperative Program. This Joint Funding Agreement covers the six early warning gages on the Nooksack River and its upper forks, plus the Jones Creek gage and the Everson overflow gage at Main Street. The Jones Creek gaging station was installed in 2009 to provide advance warning for the Acme Fire District (AFD) in responding to a debris flow event on Jones Creek. The Everson Overflow gaging station was installed in 2012 in cooperation with the City of Abbotsford to help monitor and plan flood response for overflows at Everson during large flood events.

Funding Amount and Source

The proposed Joint Funding Agreement is for a total amount of \$119,719, of which \$16,876 will be funded by the USGS. The FCZD will provide \$102,843, of which \$6,469 will be from the Acme/VanZandt Subzone. The City of Abbotsford will reimburse \$4,325 in accordance with the existing interlocal Agreement for the Everson Overflow gaging station.

Differences from Previous Contract

This year's costs are approximately 2.4% higher than the cost of similar services provided last year.

Please contact Paula Harris at extension x6285 if you have any questions or concerns regarding the terms of this agreement.

Encls.

ORIGINAL

Form 9-1366
(May 2018)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

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

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**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: Paula Harris
Address: 322 N. Commercial St, Suite 120
Bellingham, WA 98225

Telephone: 360-778-6285
Email: pharris@co.whatcom.wa.us

Signature and Date:

Signature and Date:

Signature: Cynthia Barton

Signature: (see attached signature page)

Date: 10-11-19

Date: _____

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

Name:
Title:

Signature: _____

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						
12205000	North Fork Nooksack River below Cascade Creek near Glacier					
	Streamflow discharge with priority real-time data transmission	\$14,854		\$7,366	\$22,220	
12208000	Middle Fork Nooksack River near Deming					
	Streamflow discharge with priority real-time data transmission	\$4,160				The remainder of this gage is \$4,160 funded by the City of Bellingham.
12210000	South Fork Nooksack River at Saxon Bridge					
	Streamflow discharge with priority real-time data transmission	\$15,191	\$7,029		\$22,220	
12210220	Jones Creek at Acme					
	Stage (unpublished) with real-time data transmission, Oct.-June	\$4,448			\$4,448	
	Precipitation (unpublished), Oct.-June	\$2,021			\$2,021	
12210700	Nooksack River at North Cedarville					
	Streamflow discharge with priority real-time data transmission	\$13,190			\$13,190	The remainder of this gage is funded by the Washington State Dept. of Ecology and USGS.
	Precipitation and air temperature (unpublished)	\$2,695			\$2,695	
12211195	Nooksack River Overflow at Highway 544 at Everson					
	Stage (published) with real-time data transmission (Oct.-Mar.)	\$4,325			\$4,325	
12211200	Nooksack River at Everson					
	Streamflow discharge with priority real-time data transmission	\$22,220			\$22,220	
12213100	Nooksack River at Ferndale					
	Streamflow discharge with priority real-time data transmission	\$19,739	\$2,481		\$22,220	
	FY19 TOTAL	\$102,843	\$9,510	\$7,366	\$119,719	

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

[Signature] 11/5/19
Jon Hutchings, Public Works Director Date

Approved as to form only:

[Signature] 11/6/19
Christopher Quinn, Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County Flood Control Zone District

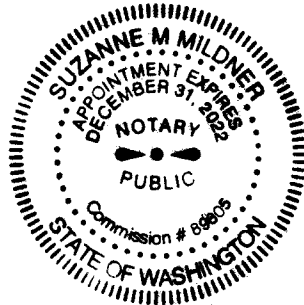
By: [Signature] 11/20/19
Jack Louws, Whatcom County Executive, Date
acting for the Whatcom County
Flood Control Zone District Board of Supervisors

STATE OF WASHINGTON)

) ss

COUNTY OF WHATCOM)

On this 20th day of November, 201~~8~~⁹, 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.