

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

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? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> 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"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: 169100 & 169230	
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 This Amendment Amount: \$ _____ Total Amended Amount: \$ 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.
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: <u>Lonni Cummings</u> | Date: <u>11-1-2019</u> |
| 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>11/04/2019</u> |
| 3. AS Finance reviewed: <u><i>Stennell</i></u> | Date: <u>11/5/2019</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: _____ |

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

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

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 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 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*
Date: 10-11-19
Name: Cynthia Barton, PhD, LHG, LG
Title: Center Director

Signature: _____
Date: _____
Name: _____
Title: _____

Signature: _____
Date: _____
Name: _____
Title: _____

