

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202408028

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	907010-Natural Resources/169121-Watershed Management Plan Implementation
Contract or Grant Administrator:	John N.Thompson, Senior Salmon Recovery Planner
Contractor's / Agency Name:	Department of Interior - United States 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 checked="" type="radio"/> No <input 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? Contract Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 169121	
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"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 122,967.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ N/A	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:	
Request authorization for the County Executive to enter into a joint funding agreement between Whatcom County and the United States Department of Interior, U.S. Geological Survey for stream flow or water quality data collection at 10 Nooksack watershed stream gages in the amount of \$122,967.00 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)	
Term of Contract: Not to Exceed	Expiration Date: September 30, 2025

Contract Routing:	1. Prepared by: <u>John N. Thompson</u>	Date: <u>August 21, 2024</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>August 21, 2024</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>08/21/2024</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: <u>AB2024-561</u>	Date: <u>9/10/2024</u>
	8. Executive signed: _____	Date: _____
	9. 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 21, 2024

John Thompson
Senior Planner
Whatcom County Flood Control Zone District
322 N. Commercial Street, Suite 110
Bellingham, WA 98225

Dear John Thompson:

Enclosed is our standard joint-funding agreement 25YGJFA20075 between the U.S. Geological Survey Washington Water Science Center and Whatcom County Flood Control Zone District for the operation and maintenance of water quantity (discharge) and water quality (temperature) streamgages, during the period October 1, 2024 through September 30, 2025 in the amount of \$122,967 from your agency. U.S. Geological Survey contributions for this agreement are \$51,913 for a combined total of \$174,880. Please sign and return one fully-executed original to Sharbra Gordon-Scott at gs-w-wa_agreements_dropbox@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Christopher Laveau at (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 gs-w-wa_agreements_dropbox@usgs.gov.

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,

SCOTT
VANDERKOOI

Digitally signed by
SCOTT VANDERKOOI
Date: 2024.08.21
14:56:39 -0700

Scott VanderKooi
Center Director

Enclosure
25YGJFA20075 (1)

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 #: 25YGJFA20075
Project #: YG00H1U 0100, 0300
TIN #: 91-6001383

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the **October 1, 2024**, 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 cooperation for negotiated deliverables (see attached), 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) **\$51,913** by the party of the first part during the period
October 1, 2024 to September 30, 2025
- (b) **\$122,967** by the party of the second part during the period
October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national 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/office-of-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 #: 25YGJFA20075
Project #: YG00H1U 0100, 0300
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: Christopher Laveau
Supervisory Hydrologist
Address: 934 Broadway Suite 300
Tacoma, WA 98402
Telephone: (701) 213-8694
Fax: (n/a)
Email: cdlaveau@usgs.gov

Customer Technical Point of Contact

Name: John Thompson
Senior Planner
Address: 322 N. Commercial Street, 2nd Floor
Bellingham, WA 98225
Telephone: (360) 778-6295
Fax: (360) 778-6231
Email: Jnthomps@co.whatcom.wa.us

USGS Billing Point of Contact

Name: Sharbra Gordon-scott
Budget Analyst
Address: 934 Broadway Suite 300
Tacoma, WA 98402
Telephone: (253) 552-1698
Fax: (253) 552-1581
Email: sgordon-scott@usgs.gov

Customer Billing Point of Contact

Name: John Thompson
Senior Planner
Address: 322 N. Commercial Street, 2nd Floor
Bellingham, WA 98225
Telephone: (360) 778-6295
Fax: (360) 778-6231
Email: Jnthomps@co.whatcom.wa.us

U.S. Geological Survey
United States
Department of Interior

Whatcom County Flood Control Zone District

Signature

By SCOTT VANDERKOOI Date: 8/21/24
Digitally signed by SCOTT VANDERKOOI
Date: 2024.08.21 14:57:36 -07'00'
Name: Scott VanderKooi
Title: Center Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Whatcom County Flood Control Zone District
Attachment for 25YGJFA20075
2024-10-01 to 2025-09-30

SURFACE WATER

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
12209490	SKOOKUM CREEK ABOVE DIVERSION NEAR WICKERSHAM, WA Full Range Streamflow Station	\$8,340	\$15,860	\$24,200
12210900	ANDERSON CREEK AT SMITH ROAD NEAR GOSHEN, WA Full Range Streamflow Station	\$8,340	\$15,860	\$24,200
12212050	FISHTRAP CREEK AT FRONT STREET AT LYNDEN, WA Full Range Streamflow Station	\$8,340	\$15,860	\$24,200
12212390	BERTRAND CREEK AT INTERNATIONAL BOUNDARY Full Range Streamflow Station	\$8,340	\$15,860	\$24,200
12212430	UNNAMED TRIB TO BERTRAND CR NR H ST NR LYNDEN, WA Full Range Streamflow Station	\$8,340	\$15,860	\$24,200
Total:		\$41,700	\$79,300	\$121,000

WATER QUALITY

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
12205000	NF NOOKSACK RIVER BL CASCADE CREEK NR GLACIER, WA Water Quality, Continuous	\$1,459	\$3,181	\$4,640
12209490	SKOOKUM CREEK ABOVE DIVERSION NEAR WICKERSHAM, WA Water Quality, Continuous	\$1,459	\$3,181	\$4,640
12210000	SF NOOKSACK RIVER AT SAXON BRIDGE, WA Water Quality, Continuous		\$4,640	\$4,640
12210700	NOOKSACK RIVER AT NORTH CEDARVILLE, WA Water Quality, Continuous	\$1,459	\$3,181	\$4,640
12210900	ANDERSON CREEK AT SMITH ROAD NEAR GOSHEN, WA Water Quality, Continuous	\$1,459	\$3,181	\$4,640
12212050	FISHTRAP CREEK AT FRONT STREET AT LYNDEN, WA Water Quality, Continuous	\$1,459	\$3,181	\$4,640
12212390	BERTRAND CREEK AT INTERNATIONAL BOUNDARY Water Quality, Continuous	\$1,459	\$3,181	\$4,640
12212430	UNNAMED TRIB TO BERTRAND CR NR H ST NR LYNDEN, WA Water Quality, Continuous	\$1,459	\$3,181	\$4,640
12213100	NOOKSACK RIVER AT FERNDAL, WA Water Quality, Continuous		\$12,120	
	Water Quality, Continuous		\$4,640	\$16,760
Total:		\$10,213	\$43,667	\$53,880
GRAND TOTAL:		\$51,913	\$122,967	\$174,880