

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202410003**

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	River and Flood/907540
Contract or Grant Administrator:	Julie Anderson
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: \_\_\_\_\_  
 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: 169110

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"/> 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):  
 \$ 177,662  
 This Amendment Amount:  
 \$ \_\_\_\_\_  
 Total Amended Amount:  
 \$ 177,662

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 11 stream gages within the Nooksack River early flood warning system, Jones Creek, and the Sumas River.

Term of Contract: \_\_\_\_\_ Expiration Date: September 30, 2025

Contract Routing:	1. Prepared by: Julie Anderson	Date: 10/1/2024
	2. Attorney signoff: Christopher Quinn	Date: 10/1/2024
	3. AS Finance reviewed: Brad Bennett	Date: 10/9/2024
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: <u>J. Hogan</u>	Date: 10.23.24
	7. Council approved, if necessary: AB2024-687	Date: 10/22/2024
	8. Executive signed: <u>SS: Jlu</u>	Date: 10.23.24
	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 29, 2024

Paula Harris  
Manager, River and Flood Division  
Whatcom County Flood Control Zone District  
322 N Commercial Street, Suite 210  
Bellingham, WA 98225-4042

Dear Paula Harris:

Enclosed is our standard joint-funding agreement (25YGJFA04200) between the U.S. Geological Survey Washington Water Science Center and Whatcom County Public Works for the operation and maintenance of streamgages for discharge, stage only, climate, and imagery, during the period October 1, 2024 through September 30, 2025 in the amount of \$167,292 from your agency. U.S. Geological Survey contributions for this agreement are \$10,370 for a combined total of \$177,662. Please sign and return one fully-executed original to Sharbra Gordon-Scott at [gs-w-wa\\_agreements\\_dropbox@usgs.gov](mailto:gs-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](mailto: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](mailto: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  
Center Director

Enclosure  
25YGJFA04200 (1)



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) **\$10,370** by the party of the first part during the period  
**October 1, 2024 to September 30, 2025**

(b) **\$167,292** 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: **\$6,125**

Description of the USGS regional/national program: **USGS Federal priority streamgage funding**

(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>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600000721  
Agreement #: 25YGJFA04200  
Project #: YG00H1U 0100  
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: Paula Harris  
Manager, River and Flood Division  
Address: 322 N Commercial Street, Suite 210  
Bellingham, WA 98225-4042  
Telephone: (360) 778-6285  
Fax: (n/a)  
Email: pharris@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: Paula Harris  
Manager, River and Flood Division  
Address: 322 N Commercial Street, Suite 210  
Bellingham, WA 98225-4042  
Telephone: (360) 778-6285  
Fax: (n/a)  
Email: pharris@co.whatcom.wa.us

U.S. Geological Survey  
United States  
Department of Interior

Whatcom County Flood Control Zone District

Signature

By SCOTT VANDERKOOI Digitally signed by SCOTT VANDERKOOI Date: 2024.08.29 12:13:14 -07'00' Date: 8/29/24  
Name: Scott VanderKooi  
Title: Center Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title: *See attached page*



**Whatcom County Flood Control Zone District**  
Attachment for 25YGJFA04200  
2024-10-01 to 2025-09-30

**SURFACE WATER**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
12205000	NF NOOKSACK RIVER BL CASCADE CREEK NR GLACIER, WA Full Range Streamflow Station	\$5,450	\$18,750	<b>\$24,200</b>
12208000	MF NOOKSACK RIVER NEAR DEMING, WA Full Range Streamflow Station		\$3,654	<b>\$3,654</b>
12210000	SF NOOKSACK RIVER AT SAXON BRIDGE, WA Full Range Streamflow Station		\$18,075	<b>\$18,075</b>
12210220	JONES CREEK AT ACME, WA Stage, Continuous		\$7,580	<b>\$7,580</b>
12210700	NOOKSACK RIVER AT NORTH CEDARVILLE, WA Full Range Streamflow Station Discharge, Measurement		\$14,193 \$2,900	<b>\$17,093</b>
12211190	NOOKSACK R OVERFLOW AT EMERSON RD AT EVERSON, WA Stage, Continuous		\$5,050	<b>\$5,050</b>
12211195	NOOKSACK R OVERFLOW AT HIGHWAY 544 AT EVERSON, WA Stage, Continuous		\$5,050	<b>\$5,050</b>
12211200	NOOKSACK RIVER AT EVERSON, WA Full Range Streamflow Station Discharge, Measurement		\$24,200 \$2,900	<b>\$27,100</b>
12211500	NOOKSACK RIVER NEAR LYNDEN, WA Full Range Streamflow Station		\$24,200	<b>\$24,200</b>
12213100	NOOKSACK RIVER AT FERNDALE, WA Full Range Streamflow Station	\$4,920	\$19,280	<b>\$24,200</b>
12214500	SUMAS RIVER NEAR SUMAS, WA Full Range Streamflow Station		\$12,100	<b>\$12,100</b>
		<b>Total: \$10,370 \$157,932 \$168,302</b>		

**CLIMATE**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
12210220	JONES CREEK AT ACME, WA Precipitation, Continuous		\$2,300	<b>\$2,300</b>
12210700	NOOKSACK RIVER AT NORTH CEDARVILLE, WA Precipitation, Continuous		\$3,060	<b>\$3,060</b>
		<b>Total: \$5,360 \$5,360</b>		

**MISCELLANEOUS**

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
12211190	NOOKSACK R OVERFLOW AT EMERSON RD AT EVERSON, WA Miscellaneous Service		\$2,000	<b>\$2,000</b>
12211195	NOOKSACK R OVERFLOW AT HIGHWAY 544 AT EVERSON, WA Miscellaneous Service		\$2,000	<b>\$2,000</b>
		<b>Total: \$4,000 \$4,000</b>		

**GRAND TOTAL: \$10,370 \$167,292 \$177,662**



## M E M O R A N D U M

**TO:** The Honorable Satpal Singh Sidhu, Whatcom County Executive, and the Honorable Members of the Whatcom County Council, collectively serving in their capacity as the Whatcom Country Flood Control Zone District Board of Supervisors

**THROUGH:** Elizabeth Kosa, Public Works Director *EK*

**FROM:** Julie Anderson, River and Flood Manager *JAA*  
Gary Stoyka, Natural Resources Program Manager

**DATE:** October 1, 2024

**RE:** Joint Funding Agreement with the United States Geological Survey for Early Flood Warning Gages

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Enclosed is a Joint Funding Agreement between the Whatcom Country 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 the program is provided on a cost-share basis through the USGS Cooperative Program. Similar to last year's Joint Funding Agreement, the program includes 6 early warning gages on the Nooksack River and its upper forks, plus the Jones Creek gage, the Everson overflow gage at Main Street, as well as 3 new gages which were installed two years ago: one to monitor overflow into the Everson-Sumas corridor, one on the Sumas River, and one at the Guide-Meridian.

- **Funding Amount and Source**

The proposed Joint Funding Agreement is for a total amount of \$177,662, of which \$10,370 will be funded by the USGS through Cooperative Matching Funds. The FCZD fund will provide \$167,292, with \$7,580 from the Acme/Van Zandt Subzone fund for the Jones Creek gage, and the City of Abbotsford will reimburse \$5,050 in accordance with the existing Interlocal Agreement for the Everson Main Street Overflow gaging station.

Similar to last year, another portion (\$6,125) of the total USGS contribution of \$16,495 is through its Federal Priority Streamgage Program, which is reflected in the Joint Funding Agreement (item 2c) but not in Attachment A, as the agreement is only for Cooperative Water Program funding.

- **Differences from Previous Contract**

This year's costs are \$8,192 higher than last year, which amounts to a 4.8% increase to help cover rising labor, travel, and capital costs, and also to support enhancements to the shared network.

Please contact Julie Anderson at extension 6258 should you have any questions or concerns regarding the terms of this agreement.