


WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-225

| CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to: |
|------------------------------------|--------------------------|----------------------|--|-------------|-------------------------------------|
| Originator: Paula J. Harris | <i>AH</i> | 7-24-18 |  | 8/8/18 | Finance, Council as the WCFCZDBS |
| Division Head: Gary Stoyka | <i>MS</i> | 7/25/18 | | | |
| Dept. Head: Jon Hutchings | <i>JH</i> | 7/25/18 | | | |
| Prosecutor: Christopher Quinn | <i>CDO</i> <i>CDQ</i> | 7/24/2018 7/26/18 | | | |
| Purchasing/Budget: Brad Bennett | <i>BB</i> | 7/24/2018 7/26/18 | | | |
| Executive: Jack Louws | <i>JL</i> | 7.31.18 | | | |

TITLE OF DOCUMENT:
Joint Funding Agreement with United States Geological Survey

ATTACHMENTS:
Cover Memo

| | | | | | |
|------------------------|---------|--|----------------------------------|---------|--------|
| SEPA review required? | () Yes | (<input checked="" type="checkbox"/>) NO | Should Clerk schedule a hearing? | () Yes | () NO |
| SEPA review completed? | () Yes | () NO | Requested Date: | | |

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

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, plus stream gages at the Nooksack River Everson Overflow and Jones Creek in Acme, WA, for early flood warning and flood response

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.



MEMORANDUM

RECEIVED

TO: The Honorable Jack Louws, Whatcom County Executive for the
Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Paula J. Harris, P.E., River and Flood Manager
Gary Stoyka, Natural Resources Program Manager

DATE: July 24, 2018

RE: Joint Funding Agreement with United States Geological Survey

JUL 26 2018

JACK LOUWS
COUNTY EXECUTIVE

Handwritten initials "JL" and a signature, possibly "W", are written in black ink over the "FROM:" field.

Enclosed are two (2) originals of a Joint Funding Agreement between the 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 \$116,937, of which \$7,378 will be funded by the USGS through Cooperative Matching Funds. The FCZD fund will provide \$99,985, the Acme/VanZandt Subzone will provide \$6,312 and the City of Abbotsford will reimburse \$4,225 in accordance with the existing Interlocal Agreement for the Everson Overflow gaging station.

Similar to last year, another portion (\$9,574) of the total USGS contribution of \$16,952 is through its Federal Priority Streamgage Program, which is not reflected in the Joint Funding Agreement (other than in Attachment A) as the agreement is only for Cooperative Water Program funding.

▪ **Differences from Previous Contract**

This year's costs are approximately 2.8% higher than the cost of similar services provided last year.

Please contact Paula Harris at extension 6285 if you have any questions or concerns regarding the terms of this agreement.

Encl.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201807019

| | |
|---|---------------------------------|
| Originating Department: | Public Works |
| Division/Program: (i.e. Dept. Division and Program) | River and Flood/907540 |
| Contract or Grant Administrator: | Paula J. Harris |
| 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: _____
 (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 & 169230

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):
 \$ 116,937
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ 116,937

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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. 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: Fixed Amount Expiration Date: September 30, 2019

| | | |
|-------------------|---|---------------------------------|
| Contract Routing: | 1. Prepared by: <u>Lonni Cummings</u> | Date: <u>7/24/2018</u> |
| | 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>7/24/2018</u> |
| | 3. AS Finance reviewed: <u>bbennett for WDE</u> | Date: <u>7/26/18</u> 07/24/2018 |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: <u>✓</u> | Date: <u>6/15/18</u> |
| | 6. Submitted to Exec.: <u>✓</u> | Date: _____ |
| | 7. Council approved (if necessary): _____ | Date: _____ |
| | 8. Executive signed: _____ | Date: _____ |
| | 9. Original to Council: _____ | Date: _____ |

Form 9-1366
(May 2018)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Customer #: 6000000721
Agreement #: 19WNWA04200
Project #: 97229EU
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, 2018** 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 |
| \$7,378 | October 1, 2018 | | September 30, 2019 |

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

| | | | |
|-----------------|------------------------|-----------|---------------------------|
| Amount | Date | to | Date |
| \$99,985 | October 1, 2018 | | September 30, 2019 |

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:
\$9,574

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

Date: 6-15-18

Date: _____

Name: Cynthia Barton, PhD, LHG, LG

Name: _____

Title: Center Director

Title: _____

Signature: _____

Date: _____

Name: _____

Title: _____

USGS - Whatcom County Public Works Dept. Streamgaging Program, October 1, 2018 - September 30, 2019

| USGS Station No. | Station Name | Whatcom County Public Works Dept. | USGS Federal Priority Streamgage 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 | \$14,322 | | \$7,378 | \$21,700 | |
| 12208000 | Middle Fork Nooksack River near Deming | | | | | |
| | Streamflow discharge with priority real-time data transmission | \$4,080 | | | \$4,080 | The remainder of this gage is funded by the City of Bellingham. |
| 12210000 | South Fork Nooksack River at Saxon Bridge | | | | | |
| | Streamflow discharge with priority real-time data transmission | \$14,624 | \$7,076 | | \$21,700 | |
| 12210220 | Jones Creek at Acme | | | | | |
| | Stage (unpublished) with real-time data transmission, Oct.-June | \$4,339 | | | \$4,339 | |
| | Precipitation (unpublished), Oct.-June | \$1,973 | | | \$1,973 | |
| 12210700 | Nooksack River at North Cedarville | | | | | |
| | Streamflow discharge with priority real-time data transmission | \$12,890 | | | \$12,890 | The remainder of this gage is funded by the Washington State Dept. of Ecology and USGS. |
| | Precipitation and air temperature (unpublished) | \$2,630 | | | \$2,630 | |
| 12211195 | Nooksack River Overflow at Highway 544 at Everson | | | | | |
| | Stage (published) with real-time data transmission (Oct.-Mar.) | \$4,225 | | | \$4,225 | |
| 12211200 | Nooksack River at Everson | | | | | |
| | Streamflow discharge with priority real-time data transmission | \$21,700 | | | \$21,700 | |
| 12213100 | Nooksack River at Ferndale | | | | | |
| | Streamflow discharge with priority real-time data transmission | \$19,202 | \$2,498 | | \$21,700 | |
| | FY19 TOTAL | \$99,985 | \$9,574 | \$7,378 | \$116,937 | |