

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 19-334

APPROVING AN INTERGOVERNMENTAL
COOPERATIVE AGREEMENT BETWEEN LEWIS
COUNTY AND THE UNITED STATES GEOLOGICAL
SERVICE

WHEREAS, Pursuant to Resolution 11-437, an after-the-fact Board of County Commissioners (BOCC) ratification is required for all contracts, projects, agreements, grant applications, contract amendments, and change orders involving expenditures in excess of \$40,000 but less than \$150,000; and

WHEREAS, Chapter 39.34 RCW provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the United States Geological Service (USGS) has prepared a fixed-cost Joint Funding Agreement for 2020 in the amount of \$67,884 for the operation and maintenance of the cooperative streamgaging program between the USGS and Lewis County Public Works.

NOW THEREFORE BE IT RESOLVED that the Joint Funding Agreement described above and previously executed by Public Works is hereby ratified by the Board of County Commissioners.

DONE IN OPEN SESSION this 18th day of November, 2019.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Kevin McDowell
By: Kevin McDowell,
Deputy Prosecuting Attorney

Robert C. Jackson
Robert C. Jackson, Chair

ATTEST:



Gary Stamper
Gary Stamper, Vice Chair

Rieva Lester
Rieva Lester,
Clerk of the Lewis County Board of County
Commissioners

Absent
Edna J. Fund, Commissioner



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Washington Water Science Center
934 Broadway, Suite 300
Tacoma, Washington 98402

October 11, 2019

Ms. Betsy Dillin, Senior Engineer
Lewis County Public Works Department
2025 Northeast Kresky Avenue
Chehalis, Washington 98532-2626

Dear Ms. Dillin:

Enclosed for your review and signature is a fixed-cost Joint Funding Agreement (JFA) for the operation and maintenance of the cooperative streamgaging program between the USGS and the Lewis County Public Works Department (County) for federal fiscal year 2020 (October 1, 2019 – September 30, 2020). A detailed description of the program is provided in the enclosed table. The total fixed cost of this program is \$85,964, of which the County's share is \$67,884.

If this agreement is acceptable to the County, please sign both copies of the enclosed JFA and return one copy to the address above. Also, please complete the customer contact information on page two of the JFA. PLEASE NOTE: In order to continue operation of these gages, the USGS will need a signed agreement no later than October 20, 2019.

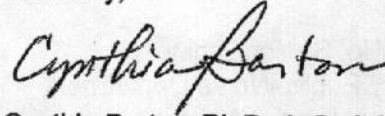
The USGS will bill you on a quarterly basis. For billing purposes, the USGS uses Department of the Interior, Down Payment (Bill) Request, form number DI-1040. If you have questions regarding billing, please contact Sharbra Gordon-Scott, Budget Analyst, at (253) 552-1698 or sgordon-scott@usgs.gov. The USGS has TIN number 916001351 on file for Lewis County. If this number is incorrect, please contact Sharbra with the correct number.

For your information, the USGS DUNS number is 0926038100.

It is understood that the results of this work will be available to the USGS for publication and use in connection with related work. In addition, the USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review during the course of this jointly planned activity and partnership. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Circular 1367, *Fundamental Science Practices*, available at <http://pubs.usgs.gov/circ/1367/pdf/C1367.pdf>.

If you have any questions, please contact Cameron Marshall, Acting Western Washington Field Office Chief, at (253) 552-1618 or marshall@usgs.gov; or Mark Mastin, Assistant Center Director, at (253) 552-1609 or mcmastin@usgs.gov.

Sincerely,



Cynthia Barton, Ph.D., L.G., L.H.G.
Center Director

Enclosures

cc:

Cameron Marshall, Acting Western Washington Field Office Chief, USGS WAWSC, Tacoma, WA
Mark Mastin, Assistant Director, USGS WAWSC, Tacoma, WA

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Customer #: 6000000714
Agreement #: 20YGJFA04900
Project #: YG00H1U
TIN #: 91-6001351
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 **County of Lewis**, 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 streamgaging stations in the Chehalis and Cowlitz River Basins, Washington**, 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
\$18,080	October 1, 2019		September 30, 2020

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

Amount	Date	to	Date
\$67,884	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:
\$N/A

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
County of Lewis**

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: Betsy Dillin
Address: 2025 NE Kresky Ave
Chehalis, WA 98532

Telephone: 360-740-1138
Email: betsy.dillin@lewiscountywa.gov

Signature and Date:

Signature and Date:

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

Signature: [Handwritten Signature]
Date: 10/24/19
Name: JOSH METCALF
Title: PUBLIC WORKS DIRECTOR

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

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

Customer #: 600000714
Agreement #: 20YGJFA04900
Project #: YG00H1U
TIN #: 91-6001351
Fixed Cost Agreement Yes

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**U.S. Geological Survey
United States
Department of the Interior**

**Name of Customer
County of Lewis**

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: Betsy Dillin
Address: 2025 NE Kresky Ave
Chehalis, WA 98532

Telephone: 360-740-1138
Email: betsy.dillin@lewiscountywa.gov

Signature and Date:

Signature and Date:

Signature: Cynthia Barton

Signature: [Handwritten Signature]

Date: 10-11-19

Date: 10/24/19

Name: Cynthia Barton, PhD, LHG, LG

Name: JOSE METCALF

Title: Center Director

Title: PUBLIC WORKS DIRECTOR

Signature: _____

Date: _____

Name: _____

Title: _____

USGS Station No.	Station Name	Lewis County		USGS Cooperative Matching Funds	Total	Remarks
		Public Works Dept.				
WESTERN WASHINGTON FIELD OFFICE (TACOMA), 253-552-1670						
12020525	Elk Creek below Deer Creek near Doty Streamflow discharge (Oct.-Apr.)	\$7,905		\$4,520	\$12,425	
12020800	South Fork Chehalis River near Wildwood Streamflow discharge (Oct.-Apr.) Precipitation, unpublished (Oct.-Apr.)	\$7,905 \$1,572		\$4,520	\$12,425 \$1,572	
12021800	Chehalis River near Adna Streamflow discharge	\$21,300			\$21,300	
12024000	South Fork Newaukum River near Onalaska Streamflow discharge (Oct.-Apr.) Precipitation, unpublished (Oct.-Apr.)	\$7,905 \$1,572		\$4,520	\$12,425 \$1,572	
12024400	North Fork Newaukum River above Bear Creek near Forest Streamflow discharge (Oct.-Apr.) Precipitation, unpublished (Oct.-Apr.)	\$7,905 \$1,572		\$4,520	\$12,425 \$1,572	
12025100	Chehalis River at Treatment Plant at Chehalis Stage (Oct.-Apr.) with real-time telemetry Precipitation, unpublished (Oct.-Apr.)	\$5,046 \$1,572			\$5,046 \$1,572	
14226500	Cowlitz River at Packwood Real-time data transmission via telephone	\$750				\$750 Streamflow discharge with priority real-time data transmission is funded by Lewis County PUD, Tacoma Public Utilities, and the USGS.
14231000	Cowlitz River at Randle Real-time data transmission via telephone	\$750				\$750 Streamflow discharge with priority real-time data transmission is funded by Lewis County PUD.
14238800	Cowlitz River at Toledo Stage-discharge rating	\$2,130			\$2,130	
	TOTAL	\$67,884		\$18,080	\$85,964	

BOCC AGENDA ITEM SUMMARY

RECEIVED

BOCC Meeting Date: Nov. 18, 2019

NOV 07 2019

Resolution:

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approving an Intergovernmental Cooperative Agreement between Lewis County and the United States Geological Service

LEWIS COUNTY

PROSECUTOR GENERAL

Contact: Betsy Dillin

Phone: 360-740-1138

Department: PW - Public Works

Description:

Pursuant to Resolution 11-437, Directors of each of the County departments, under authority of the Board of County Commissioners (BOCC), possess authority to execute and bind Lewis County to consulting services, contracts, projects, agreements, grant applications, contract amendments, and change orders involving the actual expenditure or receipt less than \$150,000 per year provided that, by resolution, acceptance of such funding has been authorized and approved by the BOCC. Further, the BOCC will ratify by resolution, after-the-fact, such contracts, projects, agreements, grant applications, contract amendments, and change orders in excess of \$40,000 but less than \$150,000.

The Public Works Director executed a Joint funding Agreement in excess of \$40,000 with USGS for operation and maintenance of the cooperative streamgaging program for 2020. Therefore, post contract ratification is requested for the contract with USGS for a maximum amount payable of \$67,884.

Approvals:

Publication Requirements:

Publications:

User	Status
PA's Office	Approved

Additional Copies

Betsy Dillin, PW

Kim Amrine, PW

Tina Hemphill, PW

Robin Saline, PW

Rose Williams, PW

