

Memo

To: Commissioners Kenner, McClure and Murphy
From: Stephan Jilk, General Manager
Date: November 14, 2017
Re: Approve Interlocal Agreement with Whatcom County for Implementation of USGS Stream Gaging and Well Data Loggers to Assist with Groundwater Modeling Project.

Requested Action: APPROVE INTERLOCAL AGREEMENT WITH WHATCOM COUNTY FOR IMPLEMENTATION OF STREAM GAGING AND WELL DATA LOGGERS TO ASSIST WITH NUMERICAL GROUNDWATER MODELING PROJECT AND AUTHORIZE THE DISTRICT'S GENERAL MANAGER TO SIGN AND EXECUTE THE AGREEMENT.

Background: The Groundwater Model Project (Project) began in 2014 and had a scope of four phases. The first three phases of the Project were funded by the Watershed Management Board (Formerly the WRIA 1 Watershed Management Joint Board and the Salmon Recovery Board). The final Phase 4 required additional funding to develop the Numerical Groundwater Model.

A scope of work was developed for Phase 4 and the total budget for Phase 4 is \$318,676.00. In November 2016, the District received a notice of award from Washington State Department of Fish and Wildlife (WDFW) for \$100,000 to support the Numerical Groundwater Model Development. Whatcom County has committed to providing the remaining budget of \$218,676.00. The Phase 4 project will be completed by June 30, 2018.

In 2017 the District submitted an annual \$100,000.00 Near Term Action funding request to WDFW for seven USGS stream gage monitoring and fifteen local well data logger monitoring to support the Groundwater Model Project Development. WDFW approved the grant in October 2017. Historically Whatcom County has contracted with the USGS for stream gage monitoring and will continue to do so and Whatcom County also manages the well data loggers. The grant funding will cover one year of monitoring.

The Interlocal agreement will allow the District to pass funds not too exceed \$100,000.00 from the WDFW grant to Whatcom County for USGS stream gage monitoring and well data loggers in support of the modeling project. Payment will be based on deliverables and invoices presented to the District by Whatcom County.

Fiscal Impact: No fiscal impact to the District. The District will pass funds from the WDFW grant to Whatcom County who is the lead agency managing Phase 4 and the consultant hired to perform the work.

Recommended Action: APPROVE INTERLOCAL AGREEMENT WITH WHATCOM COUNTY FOR IMPLEMENTATION OF STREAM GAGING AND WELL DATA LOGGERS TO ASSIST WITH GROUNDWATER MODELING PROJECT AND AUTHORIZE THE DISTRICT'S GENERAL MANAGER TO SIGN AND EXECUTE THE AGREEMENT.

INTERLOCAL AGREEMENT
BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND
PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY FOR
IMPLEMENTATION OF STREAM GAGING AND GROUNDWATER LEVEL
MONITORING IN SUPPORT OF A GROUNDWATER MODELING PROJECT IN THE
LYNDEN-EVERSON-NOOKSACK-SUMAS AREA

WHEREAS, the Whatcom County Flood Control Zone District (FCZD) is a special purpose district created pursuant to RCW 86.15, encompassing the entirety of Whatcom County; and

WHEREAS, Public Utility District No. 1 of Whatcom County (PUD) is a special purpose district created pursuant to RCW 54.04, encompassing the entirety of Whatcom County; and

WHEREAS, Whatcom County, the FCZD, and Public Utility District No. 1 of Whatcom County (PUD) have been involved in cooperative watershed planning activities for decades, most notably as members of the WRIA 1 Watershed Management Project Joint Board (Joint Board), along with the City of Bellingham, Nooksack Indian Tribe, and Lummi Nation beginning in 1999 under RCW 90.82, which included the development of Watershed Management Plan in 2005, a Detailed Implementation Plan in 2007, and the Lower Nooksack Strategy in 2010; and

WHEREAS, one of the actions identified in the Lower Nooksack Strategy is the development of a numerical groundwater model that will provide a better understanding of the groundwater resources and the interaction of groundwater and surface water in Whatcom County and provide a necessary tool for water planning; and

WHEREAS, the City of Bellingham, Public Utility District No. 1 of Whatcom County, Lummi Nation, the Nooksack Indian Tribe, the Bertrand Watershed Improvement District, and Whatcom County initiated a groundwater modeling project primarily focused in the Lynden-Everson-Nooksack-Sumas area of Whatcom County in 2014; and

WHEREAS, the project was divided into four phases, and Phase 3 was completed in September 2016; and

WHEREAS, the 2017 FCZD budget includes funding for Phase 4 of the groundwater modeling project; and

WHEREAS, the FCZD and the PUD have a mutual interest in obtaining a better understanding of groundwater and surface water interactions in the LENS area for long-term water planning purposes, which is in the interest of the citizens of the FCZD and PUD; and

WHEREAS, stream gaging and groundwater level monitoring is an integral part of the groundwater modeling project in the LENS area; and

WHEREAS, the PUD has access to specific funding sources that can be utilized to fund one year of stream gaging and groundwater level monitoring.

NOW, THEREFORE, the FCZD and the PUD agree as follows:

1. SCOPE OF WORK

(a) The FCZD and PUD shall cooperate to implement stream gaging of the lower mainstem of the Nooksack River and its tributaries from October 1, 2017 through September 30, 2018. The FCZD will enter into a contract with the U.S. Geological Survey (USGS) to conduct the stream gaging as described in Task 1 of Exhibit "A".

(b) The FCZD and PUD shall cooperate to implement groundwater level monitoring of monitoring wells located in the lower Nooksack River watershed from January 1, 2018 through December 31, 2018. The FCZD will enter into a contract with a qualified consultant to conduct the groundwater level monitoring as described in Task 2 of Exhibit "A".

(b) The FCZD will manage the USGS contract for stream gaging and the consultant contract for groundwater level monitoring on behalf of the FCZD and PUD.

(d) The FCZD will invoice the PUD for project activities described in the Scope of Work, provided as Exhibit "A". The invoices will include a description of charges and amounts paid by the FCZD.

2. TERM

(a) This agreement shall be effective October 1, 2017 and shall continue through December 31, 2018. The Agreement shall only be renewed, in writing, on terms then agreed to by the parties. The term shall be as stated in the Agreement regardless of the date of signature.

(b) This agreement may be terminated for cause by either party after giving the defaulting party thirty (30) days written notice of default and an opportunity to cure.

3. PAYMENT

(a) As compensation for the services specified in the Scope of Work, the PUD shall reimburse the FCZD for eligible costs for actual labor, contractor, equipment, and material expenses incurred for the stream gaging and groundwater level monitoring activities, up to but not in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000). The maximum amount of \$100,000 payable under the Agreement may not be exceeded unless agreed to in writing by each party.

(b) Payments to the FCZD will be made quarterly based on invoices submitted to the PUD.

(c) The PUD shall promptly review and process invoices in accordance with its usual procedures.

(d) A short project update shall accompany each invoice.

4. PERSONS RESPONSIBLE FOR ADMINISTRATION OF THE AGREEMENT

The persons responsible for administration of this Agreement shall be:

Stephan Jilk
General Manager
Public Utility District No. 1 of Whatcom County
1705 Trigg Road
Ferndale, WA 98248
Phone: (360) 384-4288

Gary Stoyka
Natural Resources Manager
Public Works Department
Whatcom County
322 N. Commercial St., Ste 110
Bellingham, WA 98225
Phone: (360) 676-6876
Fax: (360) 738-2468

5. LEGAL RELATIONS

In performing the services outlined in this Agreement, neither party is acting as the agent or employee of the other; rather, each party is acting as an independent contractor.

6. LIABILITY

The PUD agrees to release, defend and indemnify the FCZD in its own capacity from any claims, damages or liabilities arising out of the acts or omissions of the PUD, its staff members and its contractors in the performance of this Agreement. Likewise, the FCZD agrees to defend and indemnify the PUD from any claims, damages or liabilities arising out of the acts or omissions of the FCZD, its staff members and its contractors in the performance of this Agreement.

7. MODIFICATIONS

The terms of this Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver of breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

8. APPLICABLE LAW

In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

9. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term,

condition, or application. To this end the terms and conditions of this Agreement are declared severable.

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

11. RECORDATION

Upon execution of this Agreement, the FCZD shall file a copy of it with the office of the Whatcom County Auditor or alternatively, list it by subject on its web site or other electronically retrievable public source, pursuant to the requirements of RCW 39.34.040.

EXECUTED this _____ day of November 2017 for **WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:**

Jack Louws
County Executive for the
Flood Control Zone District

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM:

Jon Hutchings
Director, Public Works Department

Daniel L. Gibson
Prosecuting Attorney's Office

EXECUTED this _____ day of November 2017 for **PUBLIC UTILITY DISTRICT
NO. 1 OF WHATCOM COUNTY:**

Stephan Jilk
General Manager

EXHIBIT A
SCOPE OF WORK

Task 1. Stream Gaging. Surface water data will be collected and published at 7 USGS stream gages in the Nooksack River Basin as follows:

<u>Gage ID</u>	<u>Location</u>	<u>Parameter(s)</u>
12205000	North Fork Nooksack River below Cascade Creek near Glacier	Water temperature
12209490	Skookum Creek above Diversion near Wickersham	Streamflow discharge; Water temperature
12210700	Nooksack River at North Cedarville	Water temperature
12210900	Anderson Creek at Smith Road near Goshen	Streamflow discharge; Water temperature
12212050	Fishtrap Creek at Front Street at Lynden	Streamflow discharge; Water temperature
12212390	Bertrand Creek at International Boundary	Streamflow discharge; Water temperature
12212430	Unnamed Tributary to Bertrand Creek near H Street near Lynden	Streamflow discharge; Water temperature

Task 2. Groundwater Level Monitoring. Groundwater elevations shall be monitored in 15 wells located throughout Whatcom County and already outfitted with data loggers and barometers as part of the Lynden-Everson-Nooksack-Sumas ground water modeling project. The loggers and barometers record data hourly. Services will include the following:

- Visit each well quarterly and download available water level and barometric pressure data. Check that loggers are working properly and that available memory is sufficient to store data. Make repairs and adjustments as necessary to maintain accurate data recording.
- Measure water depths manually with an electric water-level tape.
- Compensate raw water level data to account for barometric pressure.
- Calculate ground water elevations based on logger data, manual water depth measurements, ground surface elevation, and height of the well casing relative to ground surface.
- Compile ground water elevation data into a spreadsheet, plot ground water elevations over time, and provide the compiled and graphed data to the FCZD.
- Complete aquifer tests and/or install data loggers in additional wells as opportunities arise as directed by the FCZD.

Memo

To: Commissioners Kenner, McClure and Murphy
From: Brian Walters – Assistant General Manager
Date: November 14, 2017
Re: Approve Work Order No. 18 with Electric Power Systems Inc. for Engineering Services associated with the District's Backbone Communications System

Requested Action: APPROVE WORK ORDER NO.18 WITH ELECTRIC POWER SYSTEMS INC. (EPS) FOR ENGINEERING SERVICES ASSOCIATED WITH THE DISTRICT'S BACKBONE COMMUNICATIONS SYSTEM FOR A COST NOT TO EXCEED \$55,000 AND AUTHORIZE THE DISTRICT'S GENERAL MANAGER TO EXECUTE THE WORK ORDER.

Background: The District and EPS entered into a Standard Agreement for Professional Engineering Services ("Agreement"), effective March 30, 2015. Work Order No.18, if approved, would be an amendment to Exhibit A to the Agreement.

Under CIP IS-15, the District has been implementing improvements and expanding its fiber optic cable runs, which are part of its backbone communications system. Work Order No.18 involves another run of fiber optic cable. The cable would be routed from the Refinery substation to a location near Alcoa's Intalco plant. There are two main objectives driving this project. One is the ongoing effort to improve communications for monitoring and control of District water system facilities. Expansion of fiber to the north and west within the Cherry Point area would facilitate this effort. The second driver is to achieve compliance with certain electric utility regulatory standards applicable to the District's electric system.

Previously, the Commission approved the District entering into an agreement with the Bonneville Power Administration (BPA), under which BPA will provide transmission operator services for the District. BPA's services will enable the District to achieve compliance with NERC electric reliability standards applicable to transmission system operators (TOPs). The District determined that it would be much more cost effective for BPA to perform such services and would lower the District's risk of non-compliance with the NERC standards.

Construction of this additional fiber run will facilitate establishment of a direct communications link between the District's Refinery substation and BPA facilities at the Intalco plant, so that BPA can monitor and control certain District electric system facilities.

Under Work Order 18, EPS will assist District staff with engineering, design, permitting, and construction support services.

Fiscal Impact: Approval of Work Order No. 18 has no financial impact on the District, as the project and expenditures are included in the District's CIP budget.

Recommended Action: APPROVE WORK ORDER NO.18 WITH ELECTRIC POWER SYSTEMS INC. (EPS) FOR ENGINEERING SERVICES ASSOCIATED WITH THE DISTRICT'S BACKBONE COMMUNICATIONS SYSTEM FOR A COST NOT TO EXCEED \$55,000 AND AUTHORIZE THE DISTRICT'S GENERAL MANAGER TO EXECUTE THE WORK ORDER.

Memo

To: Commissioners Kenner, McClure and Murphy
From: Brian Walters, Assistant General Manager
Date: November 14, 2017
Re: Approve Work Order No. 8 for RH2 Engineering, Inc. for Engineering Services associated with the Puget Sound Energy – Whitehorn Meter Vault

Requested Action: APPROVE WORK ORDER NO. 8 BETWEEN THE DISTRICT AND RH2 ENGINEERING, INC. (RH2) FOR ENGINEERING SERVICES ASSOCIATED WITH THE PUGET SOUND ENERGY METER VAULT FOR A COST NOT TO EXCEED \$35,640 AND AUTHORIZE THE DISTRICT'S GENERAL MANAGER TO SIGN AND EXECUTE THE WORK ORDER.

Background: The District executed an Agreement for Professional Engineering Services with RH2 ("Agreement") on May 18, 2015. Work Order No. 8, if approved, would be an Amendment to Exhibit A of the Agreement.

The District's metering point for industrial water flowing through Puget Sound Energy's (PSE) 10-inch water line supplying PSE's Whitehorn generating plant is located at the plant end of the line. The meter has no associated telemetry and therefore cannot be remotely monitored. Also, given the location of the meter, any leaks in PSE's water line cannot be detected, unless visible at the surface. To address the above issues, District staff want to establish a new meter point near the connection of the PSE 10-inch line to the District's 24-inch main near D Station.

The proposed project is to construct a new vault on the south side of Aldergrove Road and install a new valve and meter. This will become the new point of delivery of industrial water for PSE-Whitehorn. Under Work Order No. 8, RH2 will assist the District with engineering, design, permitting, bid, and construction support services.

Fiscal Impact: There is no impact to the District. Cost of services to be performed under Work Order No. 8 are within the CIP RW-34 Budget for 2017.

Recommended Action: APPROVE WORK ORDER NO. 8 BETWEEN THE DISTRICT AND RH2 ENGINEERING, INC. (RH2) FOR ENGINEERING SERVICES ASSOCIATED WITH THE PUGET SOUND ENERGY METER VAULT FOR A COST NOT TO EXCEED \$35,640 AND AUTHORIZE THE DISTRICT'S GENERAL MANAGER TO SIGN AND EXECUTE THE WORK ORDER.