

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

212 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
October 2, 2012

SUBJECT: Joint Funding Agreement
Water Resources Investigations
U. S. Geological Survey (USGS)

RECOMMENDED MOTION:

1. Approve the Joint Funding Agreement between the District and U. S. Department of the Interior, U. S. Geological Survey; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which the District and USGS will jointly fund cooperative water resources investigations (stream gauging) in western Riverside County.

County Counsel has approved the Agreement as to legal form.

FINANCIAL:

Sufficient funds are included in the District's FY 2012-2013 budget. Sufficient funds will be included in the proposed budget for Fiscal Year 2013-2014.

Warren D. Williams

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$136,367	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$68,183	For Fiscal Year:	12-13, 13-14

SOURCE OF FUNDS: 48000 947240 525440: Hydrology-Professional Services	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Michael R. Shetler*
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS* DATE

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: *Jeanine J. Rey 9/11/12*
JEANINE J. REY Departmental Concurrence

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
Consent Policy
Per Exec. Ofc.: Consent Policy

11.3

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: 6000000806
Agreement #: 13WSCA02700
Project #:
TIN #: 93-1171062
Fixed Cost Agreement Yes No

Page 1 of 2

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1st day of November, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION 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 for cooperative resources investigations in the Riverside County Flood Control and Water Conservation District area, 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 \$0.

(a) \$42,285.00 by the party of the first part during the period
November 1, 2012 to October 31, 2013

(b) \$204,550.00 by the party of the second part during the period
November 1, 2012 to October 31, 2013

USGS DUNS IS 1761-38857.

- (c) 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.
 - (d) 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.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000000806
Agreement #: 13WSCA02700
Project #:
TIN #: 93-1171062

- 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.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

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

RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

USGS Point of Contact

Name: Tammy Seubert
Address: 6000 J Street, Placer Hall
Sacramento, California 95819-6129
Telephone: 916-278-3040
Email: tseubert@usgs.gov

Customer Point of Contact

Name: Warren Williams, General Manager
and Chief Engineer
Address: 1995 Market Street
Riverside, California 92501-1719
Telephone:
Email:

Signatures

By Donna Schiffer, acting Date 8/3/2012
Name: Eric G. Reichard
Title: Director, USGS California Water
Science Center

Signatures

By _____ Date _____
Name: MARION ASHLEY, Chairman
Title: Riverside County Flood Control and Water
Conservation District Board of Supervisors

By _____ Date _____
Name:
Title:

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By _____ Date _____
Name:
Title:

By _____
Deputy

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

(SEAL)

By [Signature]
NEAL R. KIPNIS
Deputy County Counsel