

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

2038



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
March 10, 2015

**SUBJECT:** Approve Joint Funding Agreement between the District and U.S. Department of the Interior, U.S. Geological Survey for Water Resources Investigations; [\$183,775]; District Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

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

**BACKGROUND:**

Summary

The Agreement sets forth the terms and conditions by which the District and USGS will jointly fund cooperative water resource investigations (stream gauging) in western Riverside County. County Counsel has approved the Agreement as to legal form.

WARREN D. WILLIAMS  
General Manager-Chief Engineer

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JU:bad

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$	\$	\$	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 122,517	\$ 61,258	\$ 183,775	\$	

**SOURCE OF FUNDS:** 48000 947240 525440 Hydrology Professional Services  
**Budget Adjustment:** No  
**For Fiscal Year:** 14/15, 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL 2/17/15  
 BY: GREGORY P. PRIAMOS  
 DATE: \_\_\_\_\_  
 FISCAL PROCEDURES APPROVED  
 JEANINE J. REY, FINANCE DIRECTOR  
 BY: 3/23/15  
 JEANINE J. REY

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

**FORM 11:** Approve Joint Funding Agreement between the District and U.S. Department of the Interior, U.S. Geological Survey for Water Resources Investigations; [\$183,775]; District Funds 100%

**DATE:** March 10, 2015

**PAGE:** Page 2 of 2

**Impact on Residents and Businesses**

No impact.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Sufficient funds are included in the District's FY 2014-2015 and will be included in the proposed budget(s) for FY 2015-2016, as appropriate.

**ATTACHMENTS**

1. USGS, Fixed Cost Agreement

JU:bad  
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Fixed Cost Agreement Yes  No

THIS AGREEMENT is entered into as of the 1st day of November, 2014, 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 the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for cooperative water 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) include In-Kind-Services in the amount of \$0.00.
  - (a) \$31,210.00 by the party of the first part during the period  
November 1, 2014 to October 31, 2015
  - (b) \$183,775.00 by the party of the second part during the period  
November 1, 2014 to October 31, 2015
  - (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.
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.
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.).

USGS Technical Point of Contact

Name: Scott Patterson  
Poway Field Office  
Address: 12110 Tech Center Drive  
Poway, CA 92064  
Telephone: (858) 679-4015  
Fax: (858) 679-4019  
Email: rspatter@usgs.gov

Customer Technical Point of Contact

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

USGS Administrative Point of Contact

Name: Tamara Seubert  
Budget Analyst  
Address: Placer Hall, 6000 J Street  
Sacramento, CA 95819  
Telephone: (916) 278-3040  
Fax: (916) 278-3070  
Email: tseubert@usgs.gov

Customer Billing Point of Contact

Name: Steve Clark  
Address: 1995 Market Street  
Riverside, CA 92501-1719  
Telephone:  
Fax:  
Email: seclark@rcflood.org

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

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

Signature

Signatures

By:  Date: 1/16/2015  
Name: Eric G. Reichard  
Title: Director, USGS California Water Science Center

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

By: \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

By:  \_\_\_\_\_  
NEAL R. KIPNIS  
Deputy County Counsel

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

(SEAL)