

FORM APPROVED COUNTY COUNSEL 3/22/16
BY: GREGORY P. PRIAMOS DATE

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

204B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
APRIL 5, 2016

SUBJECT: Approve Joint Funding Agreement between the District and U.S. Department of the Interior, U.S. Geological Survey for Water Resources Investigations; [\$196,075]; 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.

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LMD:blm:bjp

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 98,038	\$ 98,037	\$ 196,075	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 98,038	\$ 98,037	\$ 196,075	\$	
SOURCE OF FUNDS: 48000 947240 525440 Hydrology Professional Services				Budget Adjustment: No	
				For Fiscal Year:	15/16, 16/17

C.E.O. RECOMMENDATION:

APPROVE

BY:

Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: ALL

Agenda Number:

11-1

**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; [\$196,075]; District Funds 100%

DATE: APRIL 5, 2016

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 2015-2016 and will be included in the proposed budget for FY 2016-2017, as appropriate.

ATTACHMENTS

1. USGS, Fixed Cost Agreement

LMD:blm:bjp
P8/203128

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WSCA02700
Customer#: 6000000806
Project #: ZG009J5
TIN #: 93-1171062
USGS DUNS #: 1761-38857

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the 1st day of November, 2015, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, 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) \$34,800.00 by the party of the first part during the period
November 1, 2015 to October 31, 2016
- (b) \$196,075.00 by the party of the second part during the period
November 1, 2015 to October 31, 2016
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of : \$0.00

Description of the USGS regional/national program:
Not Applicable

- (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 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.).

Form 9-1366
(April 2015)

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U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16WSCA02700
Customer#: 6000000806
Project #: ZG009J5
TIN #: 93-1171062
USGS DUNS #: 1761-38857

USGS Technical Point of Contact

Name: Scott Patterson
Supervisory Hydrologic Technician
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 Billing Point of Contact

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


Customer Billing Point of Contact

Name: Robert Laag
Address: 1995 Market Street
Riverside, CA 92501-1719
Telephone:
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Signature

By:  (acting) Date: 11/13/2015
Name: Eric G. Reichard
Title: Director, USGS California Water Science
Center

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: 
NEAL R. KIPNIS
Deputy County Counsel

Signatures

By:  Date: 3-27-16
Name: Warren D. Williams
Title: General Manager-Chief Engineer

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

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)