

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





FROM: General Manager-Chief Engineer

SUBMITTAL DATE: September 13, 2016

SUBJECT: Approval of Joint Funding Agreement for Water Resources Investigations; \$101,275 for FY 16/17; \$101,275 for FY 17/18 [Total \$202,550]; 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:

<u>Summary</u>

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.

AMR:blm P8/206567

ASON E. UHLEY

General Manager-Chief Engineer

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Co | ost: | Ongoing Cost: | | POLICY/CONSENT (per Exec. Office) |
|---|----------------------|-------------------|----------|---------|-----------------------|-------------------------------|--------------------------------------|
| COST | \$ 101,27 | 75 \$ 101,275 | 5 \$ | 202,550 | \$ | 0 | |
| NET DISTRICT COST | \$ 101,27 | 75 \$ 101,275 | 5 \$ | 202,550 | \$ | 0 | Consent □ Policy □ |
| SOURCE OF FUNDS: 48000 947240 524550 Hydrology Professional Services | | | | | Budget Adjustment: No | | |
| | | | | | For Fiscal Y | For Fiscal Year: 16/17, 17/18 | |
| C.E.O. RECOMME | NDATION: | AF | PROV | | | | |

Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington, Benoit and Ashley

Nays:

None None

Absent: Date:

September 13, 2016

XC:

Flood

A-30 4/5 Vote

Positions Added

Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

11-1

Kecia Harper-Ihem

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

FORM 11: Approval of Joint Funding Agreement for Water Resources Investigations; \$101,275 for

FY 16/17; \$101,275 for FY 17/18 [Total \$202,550]; District Funds 100%

DATE: September 13, 2016

PAGE: Page 2 of 2

Impact on Residents and Businesses

This project is funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Execution of the agreement imposes no additional impacts to residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funds are included in the District's Fiscal Year 2016-2017 budget and will be included in the proposed budget(s) for Fiscal Year 2017-2018, as appropriate.

ATTACHMENTS:

1. USGS Fixed Cost Agreement

AMR:blm P8/206567 Form 9-1366 (April 2015)

Page 1 of 2

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

Water Resource Investigations

Agreement#: 17WSCA02700 Customer#: 600000806 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, 2016, 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.
- 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) \$35,870.00

by the party of the first part during the period

November 1, 2016 to October 31, 2017

(b) \$202,550.00

by the party of the second part during the period

November 1, 2016 to October 31, 2017

(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 <u>quarterly</u>. 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#: 17WSCA02700 Customer#: 6000000806

Project #: ZG009J5 TIN #: 93-1171062

USGS DUNS #: 1761-38857

USGS Technical Point of Contact

Name:

Scott Patterson

Supervisory Hydrologic Technician

Address:

Email:

12110 Tech Center Drive

Poway, CA 92064

Telephone: Fax:

(858) 679-4015 (858) 679-4019 rspatter@usgs.gov Name:

Jason Uhley

General Manager and Chief Engineer

Customer Technical Point of Contact

Address:

1995 Market Street

Riverside, CA 92501-1719

Telephone:

Fax: Email:

Customer Billing Point of Contact

Name:

Tamara Seubert

Address:

Budget Analyst 6000 J Street - Placer Hall

USGS Billing Point of Contact

Sacramento, CA 95819

Telephone:

Fax: Email:

(916) 278-3040 (916) 278-3070 tseubert@usgs.gov 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

Signatures

Signature

Date: 7/1/2016

Name. Eric G. Reichard

Title: Director, USGS California Water Science Center

Name JÁSŐŇ É. UHILEY

Title: General Manager-Chief Engineer

By

MARIÓN ÁSHNEY, Chairman

Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS County Counsel

Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM Clerk of the Board

(SEAL)