

Contract Summary Form:

Contract Number: BC-09-047-

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a purchasing requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures. "See also "Contracts for Services" policy. Form not applicable to revenue contracts.

- D1. Fiscal Year.....: FY 09-10
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) ..: 054
D3. Requisition Number:
D4. Department Name: Water Agency
D5. Contact Person: Dennis Gibbs
D6. Phone.....: 739-8781

- K1. Contract Type (check one): [] Personal Service [] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose.....: drilling work for the Cuyama Groundwater Study
K3. Original Contract Amount: \$174,400
K4. Contract Begin Date.....: October 1, 2008
K5. Original Contract End Date: December 31, 2012
K6. Amendment History (leave blank if no prior amendments):
Seq# EffectiveDate ThisAmndtAmt CumAmndtToDate NewTotalAmt NewEndDate Purpose (2-4 words)
/ Oct. 13, 2009 \$373,700 \$ \$548,100 add FY 09/10 cost

- K7. Department Project Number:
B1. Is this a Board Contract? (Yes/No): yes
B2. Number of Workers Displaced (if any): N/A
B3. Number of Competitive Bids (if any).....: N/A
B4. Lowest Bid Amount (if bid): \$
B5. If Board waived bids, show Agenda Date.....:
B6. ... and Agenda Item Number: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) .:

- F1. Encumbrance Transaction Code.....: 1701
F2. Current Year Encumbrance Amount.....: \$
F3. Fund Number: 3050
F4. Department Number: 054
F5. Division Number (if applicable): 04
F6. Account Number.....: 7460
F7. Cost Center number (if applicable):
F8. Payment Terms: Net 30

- V1. Vendor Numbers (A=uditor; P=urchasing): 833515
V2. Payee/Contractor Name: U.S. Geological Survey
V3. Mailing Address.....: 271 National Center
V4. City State (two-letter) Zip (include +4 if known).....: Reston, VA 20192
V5. Telephone Number: (916) 278-3001
V6. Contractor's Federal Tax ID Number (EIN or SSN).....: 53-019658
V7. Contact Person.....: Janee Hielt
V8. Workers Comp Insurance Expiration Date:
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl)...:
V10. Professional License Number: #
V11. Verified by (name of County staff).....:
V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership [] Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....

Form 9-1366
(Oct. 2005)

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

Customer #: CA039
Agreement #: 09W4CAD03920, Amd
1
Project #:
TIN #: 95-6002833
Fixed Cost Agreement Yes No

Page 1 of 2

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 25th day of August, 2009, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the SANTA BARBARA COUNTY WATER AGENCY, 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 drilling associated with the study entitled, "Geohydrology and Water Availability of the Cuyama Valley, California", 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) \$0.00 by the party of the first part during the period
October 1, 2008 to December 31, 2012

(b) \$373,700.00 by the party of the second part during the period
October 1, 2008 to December 31, 2012

USGS DUNS IS 1761-38857. Funding in both 2(a) and 2(b) above are for the FFY10 portion of this program only. Total SBCWA funding for this agreement, including this amendment, is \$547,700.00. Total USGS funding for this agreement, including this amendment is \$0.00.

- (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 #: CA039
Agreement #: 09W4CAD03920, Amd
Project #: 1
TIN #: 95-6002833

- 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**

SANTA BARBARA COUNTY WATER AGENCY

USGS Point of Contact

Customer Point of Contact

Name: Janee D. Hiett
Address: 6000 J. Street, Placer Hall
Sacramento, California 95819-6129
Telephone: 916-278-3001
Email: jdhiett@usgs.gov

Name: Thomas D. Fayram, Deputy Director of
Public works, Water Resources
Address: 123 East anapamu Street
Santa Barbara, California 93101
Telephone:
Email:

Signatures

Signatures

By _____ Date _____
Name: Eric G. Reichard
Title: Director, USGS California Water
Science Center

By _____ Date _____
Name: SEE PAGE 3
Title: _____

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

Agreement No. 09W4CAD03920
TIN #: 95-6002833
Amendment No. 2

Signature Page Continued - Page 3

SANTA BARBARA COUNTY WATER AGENCY

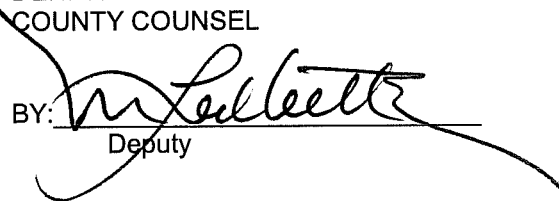
By: _____
Chair, Board of Directors

Date: _____

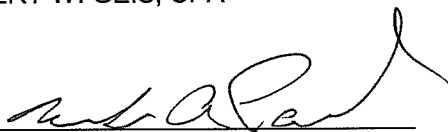
ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

BY: _____
Deputy

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

BY:  _____
Deputy

APPROVE AS TO ACCOUNTING:
ROBERT W. GEIS, CPA

BY:  _____
Deputy