Co	ntract Summary Form:	Contract Number: BC-09-048-			
Clerk See	of the Board (>\$100,000). If less than \$100,000, submit	epartmental representative, and submit this form (and attachments) to the a purchasing requisition to the Purchasing Division of General Services, "Purchasing", "Policies and Procedures. "See also "Contracts for			
D1. D2.	Fiscal Year  Budget Unit Number (plus -Ship/-Bill codes in paren's)	: 054			
D3.	Requisition Number				
D4. D5.	Department Name	- · · · · · · · · · · · · · · · · · · ·			
D5. D6.	Phone				
TZ 1	Contract Town (cl. cl. c) Down 1 Coming [	Control Production			
K1. K2.	Contract Type (check one): Personal Service				
K2. K3.	Brief Summary of Contract Description/Purpose				
K3. K4.	Original Contract Amount  Contract Begin Date				
K5.	Original Contract End Date				
K6.	Amendment History (leave blank if no prior amendmen				
No.	<u>Seq# EffectiveDate ThisAmndtAmt CumAmndtToDate</u>	NewTotalAmt NewEndDate Purpose (2-4 words)			
	<b>2</b> Oct. 13, 2009 \$27,800 \$	\$312,200 add FY 2009-10 cost			
<u>K7.</u>	Department Project Number				
B1.	Is this a Board Contract? (Yes/No)				
B2.	Number of Workers Displaced (if any)				
B3.	Number of Competitive Bids (if any)				
B4.	Lowest Bid Amount (if bid)				
B5.	If Board waived bids, show Agenda Date				
B6.	and Agenda Item Number				
<u>B7.</u>	Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶).				
F1.	Encumbrance Transaction Code	• 1701			
F2.	Current Year Encumbrance Amount				
F3.	Fund Number				
F4.	Department Number				
F5.	Division Number (if applicable)				
F6.	Account Number				
F7.	Cost Center number (if applicable)				
F8.	Payment Terms				
V1.	Vendor Numbers (A=uditor; P=urchasing)	: 833515			
V2.	Payee/Contractor Name				
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				
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 P	roprietorship Partnership Corporation			
I certi	ify: information complete and accurate: designated funds	available; required concurrences evidenced on signature page.			
	v				

Date : Authorized Signature....

Form 9-1366 (Oct. 2005)

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

Customer #: C

CA039

Page 1 of 2

Agreement #: 09W4CAD03910, Amd

2

Project #:

TIN #:

95-6002833

Fixed Cost Agreement

# 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 of 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.

by the party of the first part during the period
October 1, 2008 to December 31, 2012

by the party of the second part during the period
(b) \$27,800.00 October 1, 2008 to December 31, 2012

The USGS DUNS is 1761-38857. Funding in both 2(a) and 2(b) above are for the FFY10 portion of this agreement only. Total SBCWA funding for this agreement, including this amendment, is \$312,200.00. Total USGS funding for this agreement, including this amendment is \$159,000.00.

- (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.

Page 2 of 2

Form 9-1366 continued

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

CA039

Agreement #:

09W4CAD03910, Amd

2

Project #:

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 **guarterly**. 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  6000 J. Street, Placer Hall		Name:	Thomas D. Fayram, Deputy Director of Public works, Water Resources 123 East Anapamu Street
Address:			Address:	
Telephone: Email:	Sacramento, California 916-278-3001 jdhiett@usgs.gov	1 95819-6129	Telephone: Email:	Santa Barbara, California 93101
	<u>Signatures</u>	-		Signatures
By Name: Title:	Eric G. Reichard Director, USGS Califor Science Center	Date	By Name Title:	SEE PAGE 3 —
By Name: Title:		Date	By Name: Title:	Date
By Name: Title:		Date	By Name: Title:	Date

Agreement No. 09W4CAD03910 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

Deputy

APPROVE AS TO ACCOUNTING: ROBERT W. GEIS, CPA

BY: Deputy