Form 9-1366 (Oct. 2005)

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

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Agreement #:

6000000816 / CA039 09W4CAD03910 A5

Project #:

TIN #:

95-6002833

Fixed Cost Agreement Yes No

# FOR WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the 15 day of June, 2012, 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 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 June 30, 2013

by the party of the second part during the period

(b) \$0.00 October 1, 2008 to June 30, 2013

USGS DUNS is 1761-38857. Funding in bota 2(a) and 2(b) above are for the FY12 portion of this agreement only. Total USGS funding for this agreement, including this amendment, is \$465,030.00. Total SBCAWA funding for this agreement, including this amendment, is \$853,000.00

- (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.

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- 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:

Irene A. Rios

Name:

Thomas D. Fayram, Deputy Director of

Public Works, Water Resources

Address:

4165 Spruance Rd., STE 200

Address:

123 East Anapamu Street

San Diego, California 92101

Telephone:

Santa Barbara, California 93101

Telephone: 619-225-6156

Email:

Email:

iarios@usgs.gov

#### Signatures

### Signatures

| By <b>Jonno</b><br>Name:<br>Title: | Science Center  Ling Later Date 6-28-12  Director, USGS California Water  Science Center | SEE PAGE 3 FOR SIGN.  By Name: Title: | ATURE PAGEDate |
|------------------------------------|--|---------------------------------------|----------------|
| By<br>Name:<br>Title:              | Date   | By<br>Name:<br>Title:                 | Date           |
| By<br>Name:<br>Title:              | Date   | By<br>Name:<br>Title:                 | Date           |

Customer No. 6000000816 Agreement No. 09W4CAD03910

TIN #: 95-6002833

# Signature Page Continued - Page 3

## SANTA BARBARA COUNTY WATER AGENCY

| By:Chair, Board of Directors                       |             |
|--|-------------|
| Date:  |             |
| ATTEST:<br>CHANDRA L. WALLAR<br>CLERK OF THE BOARD | A<br>D<br>C |
| BY:  | В           |

PPROVED AS TO FORM: ENNIS A. MARSHALL OUNTY COUNSEL

APPROVE AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA

Deputy

Deputy Auditor-Controller

Gregory Eric Levin
Advanced and Specialty Accounting