# **Board Contract Summary**

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For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	FY 18-19	
D2.	Department Name		
D3.	Contact Person	Shawn Johnson	
D4.	Telephone	x3452	
K1.	Contract Type (check one): Personal Service Capital		
K2.	Brief Summary of Contract Description/Purpose	Joint Funding Agreement for a Cooperative Stream Gaging Program	
K3.	Department Project Number		
K4.	Original Contract Amount	\$ 271,800	
K5.	Contract Begin Date	11/1/18	
K6.	Original Contract End Date	10/31/19	
K7.	Amendment? (Yes or No)	No	
K8.	- New Contract End Date	N/A	
K9.	- Total Number of Amendments	N/A	
K10.	- This Amendment Amount	. \$ N/A	
K11.	- Total Previous Amendment Amounts	\$ N/A	
K12.	- Revised Total Contract Amount	\$ N/A	
B1.	Intended Board Agenda Date		
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	N/A	
	and Agenda Item Number	N/A	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	N/A	
		0.400	
F1.	Fund Number	2400	
F2.	Department Number	700 A W W	
F3.	Line Item Account Number		
F4.	Project Number (if applicable)		
F5.	Program Number (if applicable)		
F6.	Org Unit Number (if applicable)		
F7.	Payment Terms	billed quarterly (net 60)	
	A J'I - O - t - II - V I - N t	002601	
V1.	Auditor-Controller Vendor Number		
V2.	Payee/Contractor Name		
V3.	Mailing Address		
V4.	City State (two-letter) Zip (include +4 if known)	(0.10) 070 0010	
V5.	Telephone Number		
V6.	Vendor Contact Person		
V7.	Workers Comp Insurance Expiration Date		
V8.	Liability Insurance Expiration Date		
V9.	Professional License Number		
V10	Verified by (print name of county staff)		
V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation			
I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.			
Date:	9/24/18 Authorized Signature:	Revised 1/13/2014	

Form 9-1366 (May 2018)

Page 1 of 2

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR Customer#: 6000000816 Agreement#: 19ZGJFA03900

Project #: ZG00GZV TIN #: 95-6002833

Water Resource Investigations

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the November 1, 2018, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRCT, 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 Santa Barbara County area as outlined in the USGS program letter dated August 31, 2018 (Attachment A Scope of Work), 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) \$102,050.00

by the party of the first part during the period

November 1, 2018 to October 31, 2019

(b) \$271,800.00

by the party of the second part during the period

November 1, 2018 to October 31, 2019

(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. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366 (May 2018)

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

Project #: ZG00GZV TIN #: 95-6002833

Customer#: 6000000816

Agreement#: 19ZGJFA03900

Page 2 of 2

**FOR** Water Resource Investigations

9. Billing for this agreement will be rendered <u>quarterly</u>. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C § 3717) established by the U.S. Treasury.

#### **USGS Technical Point of Contact**

**Customer Technical Point of Contact** 

Name: Ben Glass

Supervisory Hydrologic Technician

3130 Skyway Drive, Suite 602 Address:

Santa Maria, CA 93455

(805) 928-9539 Telephone: Fax: (805) 928-9220

Email: brglass@usgs.gov Name: Thomas D. Fayram

> Deputy Public Works Director 130 East Victoria Street, Suite 200

Santa Barbara, CA 93101

Telephone: Fax: Email:

Address:

#### **USGS Billing Point of Contact**

Tamara Seubert **Budget Analyst** 

Address: Placer Hall 6000 J Street

Sacramento, CA 95819

(916) 278-3040 Telephone:

(916) 278-3070 Fax:

Email: tseubert@usgs.gov **Customer Billing Point of Contact** 

Jonathan Frye Name:

**Engineering Manager** 

130 East Victoria Street, Suite 200

Santa Barbara, CA 93101

(805) 568-3444 Telephone:

Fax:

Address:

Email: jfrye@cosbpw.net

U.S. Geological Survey **United States** Department of Interior

SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Signature

\_ Date: 8/31/2018

Name: Eric G. Reichard /

Title: Director, USGS California Water Science

Center

Name:

See signatures on page 3

# Signature Page Continued - Page 3

SANTA BARBARA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT  BY:  Das Williams, Board of Directors	APPROVE AS TO FORM: RAY AROMATORIO, ARM, AIC RISK MANAGER  BY: Risk Manager
Date:	
ATTEST:  APPROVED AS TO FORM: MONA MIYASATO County Executive Officer Ex Officio Clerk of the Board of Directors of the Santa Barbara County Flood Control & Water Conservation District	APPROVE AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL  BY: Deputy Deputy Clerk
BY: Deputy Clerk	
RECOMMENDED FOR APPROVAL: Santa Barbara County Flood Control & Water Conservation District  BY: Scott D. McGolpin, Public Works Director	
APPROVE AS TO ACCOUNTING FORM: THEODORE A. FALLATI, CPA AUDITOR-CONTROLLER	

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# Attachment A – Scope of Work United States Department of the Interior

#### U.S. GEOLOGICAL SURVEY

California Water Science Center 6000 J Street, Placer Hall California State University Sacramento, California 95819-6129 Phone: (916) 278-3000 Fax: (916) 278-3070 https://ca.water.usgs.gov

August 31, 2018

Mr. Thomas D. Fayram, Deputy Director Santa Barbara County Department of Public Works Flood Control and Water Conservation District 130 East Victoria Street, Suite 200 Santa Barbara, California 93101

# Dear Mr. Fayram:

This letter confirms discussions between Santa Barbara County Flood Control & Water Conservation District (FC & WCD) and the U.S. Geological Survey (USGS), concerning the continuation of the water resources program for the period November 1, 2018 to October 31, 2019. This program letter serves as "Attachment A" for Joint Funding Agreement (JFA) 19ZGJFA03900.

The proposed program for this period and associated costs are as follows:

## Surface Water Streamgaging Stations:

**Operation and Maintenance** 

			FC &		
			WCD	<b>USGS</b>	<b>Total</b>
Station number and name		<b>Funds</b>	<b>Funds</b>	<b>Funds</b>	
	11119500	Carpinteria Creek near Carpinteria	\$ 15,650	\$ 7,850	\$ 23,500
	11119750	Mission Creek near Mission Street at Santa Barbara	15,650	7,850	23,500
	11120000	Atascadero Creek near Goleta	15,650	7,850	23,500
	11120500	San Jose Creek near Goleta	15,650	7,850	23,500
	11123500	Santa Ynez River below Los Laureles Canyon			
		near Santa Barbara	15,650	7,850	23,500
	11124500	Santa Cruz Creek near Santa Ynez	15,650	7,850	23,500
	11128250	Alamo Pintado Creek near Solvang	15,650	7,850	23,500
	11128300	Alisal Reservoir near Solvang	9,100	-0-	9,100
	11129800	Zaca Creek near Buellton	15,650	7,850	23,500
	11132500	Salsipuedes Creek near Lompoc	15,650	7,850	23,500
	11135800	San Antonio Creek at Los Alamos	15,650	7,850	23,500

# Surface Water Streamgaging Stations (continued):

Operation and Maintenance

<u>Stati</u>	on number and name	FC & WCD Funds	USGS <u>Funds</u>	Total <u>Funds</u>
11136600	Santa Barbara Canyon Creek near			
	Ventucopa <sup>1</sup>	13,250	-0-	13,250
11136800	Cuyama River below Buckhorn Canyon	15,650	7,850	23,500
11138500	Sisquoc River near Sisquoc	26,050	-0-	26,050
11140585	Santa Maria River at Suey Crossing	15,650	7,850	23,500
11141050	Orcutt Creek near Orcutt	15,650	7,850	23,500
Installation	7 V2 GOES Transmitters	19,950	-0-	19,950
	Total	\$271,800	\$102,050	\$373,850

### **Program Reporting**

Annually, no later than January, the USGS will issue a summary report on streamgage measurements completed from the previous water-year. The report is to be inclusive of Program Name water-year, agency/author issued by, date of issuance, station number and name, number of site visits and discharge measurements, site hardware changes, site relocations, and a brief discussion of relevant information associated with gage sites or measurements/validation processes.

Total cost of the proposed program is \$373,850. Cost to FC & WCD will be \$271,800 and subject to the availability of Federal matching funds, the USGS will provide \$102,050.

Enclosed are three originals of JFA 19ZGJFA03900, signed by our agency, for your approval. If you are in agreement with this proposed program, please return one fully executed JFA to our office. Work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this agreement will be rendered quarterly.

The USGS is required to have an agreement in place prior to any work being performed on a project. We request that a fully excuted JFA be returned prior to November 1, 2018 If it is not received by November 1, we will be required to suspend operations until an agreement is received.

If you have any questions concerning this program, please contact Ben Glass, in our Santa Maria Field Office, at (805) 928-9539. If you have any administrative questions, please contact Tammy Seubert, in our Sacramento Office, at (916) 278-3040.

Sincerely,

Eric G. Reichard

Director, USGS California Water Science Center

Enclosures

cc: Ben Glass, USGS CAWSC

<sup>&</sup>lt;sup>1</sup> San Luis Obispo County is responsible for the remaining cost of \$12,800 for 11136600 through a separate agreement.