



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

FETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: May 22, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

SUBJECT: Joint Funding Agreement with the United States Geological Survey for Stream Gauge Operations

REQUEST(S):

That the Board of Supervisors sitting as the Flood Control District:

1. Approve the Joint Funding Agreement with the United States Geological Survey ("USGS") for water resources investigations in the amount of \$20,400, retroactive to November 1, 2017 through October 31, 2018. The request is retroactive because USGS's agreement term being effective November 1, 2017, to October 31, 2018, but the agreement was not presented to the County for execution until after November 1, 2017.
2. Find that the Board had authority to enter into the proposed agreement as of November 1, 2017, and that it was in the County's best interest to enter into the agreement on that date; and
3. Authorize the Chairman to sign the agreement with the United States Geological Survey.

SUMMARY:

The Tulare County Flood Control District (District) has historically participated in a joint effort with the U. S. Geological Survey (USGS) for water resources investigations in Tulare County. The investigations currently include the operation and maintenance of stream gauging stations at the following locations:

1. Deer Creek near Fountain Springs; and
2. Lewis Creek near Lindsay.

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DATE: May 22, 2018

Factual historical real time data on stream flows is provided by information acquired from USGS gauging stations. The District, or other agencies, and property owners use this information to help determine flood hazards and water resource information for downstream areas.

This agreement is required by the USGS to continue District participation in the operation and maintenance of the gauging stations on Deer Creek and Lewis Creek.

This request is being made retroactively due to the recent delivery of the agreement to the County from the USGS.

This agreement has been approved as to form by County Counsel. The following term deviates substantively from the standard County boilerplate:

Paragraph 9 of this Agreement specifies that interest will be charged if payment is delayed beyond 60 days pursuant to 31 USC 3717; Comptroller General File B-212222, August 23, 1983.

FISCAL IMPACT/FINANCING:

There is No Net County Cost to the General Fund.

This agreement provides for the cost to be shared; with USGS paying \$7,700 and the Flood Control District paying \$20,400, which will be paid for using Flood Control District funds. The total cost of the stream gauge program for the period November 1, 2017 to October 31, 2018 was increased to \$28,100 from the previous year's agreement, which totaled \$27,000.

Consistent with previous USGS Agreements approved by your Board in years past, the current Agreement includes a US Treasury provision to charge interest on the County's portion of the funding if the County's payments are not paid on time. This Agreement is different from previous Agreements in that it provides for quarterly billings, instead of annual billings. As such, four payments are due per year and four opportunities exist for the County to accrue interest charges. The County has not had any problems meeting the USGS billing deadlines in the past, and staff does not anticipate any difficulty meeting these deadlines, even with increased billing frequency.

The District budget includes funds for this program in Account Number 771-771-2000-7407.


LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Strategic Initiative 1: Safety and Security includes the goal of providing adequate facilities for protection of the public. This action will aide in that protection with warning of approaching flood flow, and providing historic flow rates for design of system to manage potential flows.

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ADMINISTRATIVE SIGN-OFF:



Reed Schenke, P.E.

Director

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Attachment A - Vicinity Map
Attachment B - Agreement

**BEFORE THE BOARD OF SUPERVISORS
SITTING AS THE FLOOD CONTROL DISTRICT
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF JOINT FUNDING)
AGREEMENT WITH THE UNITED STATES) Resolution No. FC-_____
GEOLOGICAL SURVEY FOR STREAM) Agreement No. FC-_____
GAUGE OPERATIONS)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD MAY 22, 2018, BY THE
FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

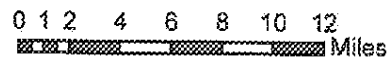
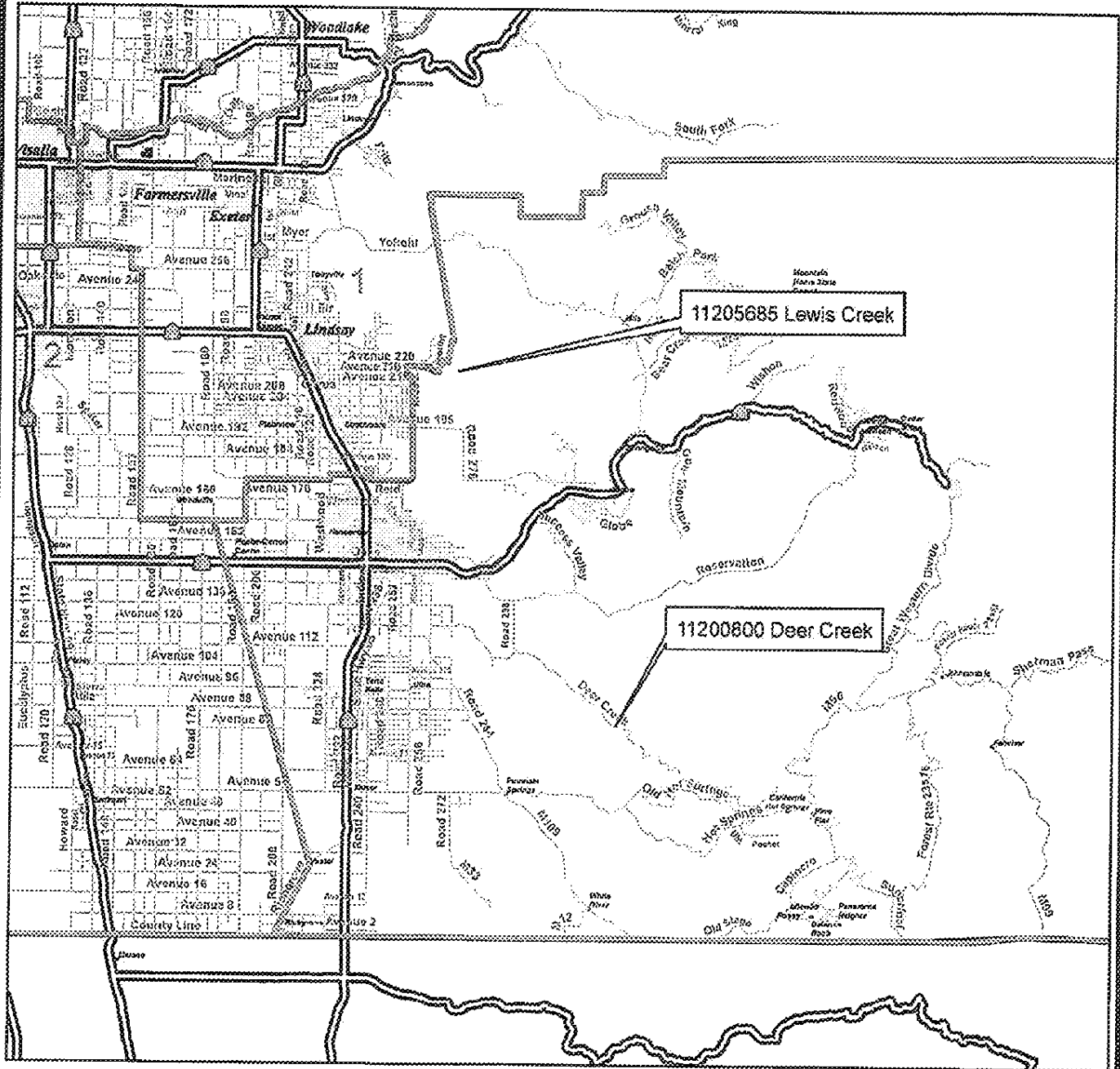
1. Approved the Joint Funding Agreement with the United States Geological Survey ("USGS") for water resources investigations in the amount of \$20,400, retroactive to November 1, 2017 through October 31, 2018. The request is retroactive because USGS's agreement term being effective November 1, 2017, to October 31, 2018, but the agreement was not presented to the County for execution until after November 1, 2017.
2. Found that the Board had authority to enter into the proposed agreement as of November 1, 2017, and that it was in the County's best interest to enter into the agreement on that date; and
3. Authorized the Chairman to sign the agreement with the United States Geological Survey.

Attachment "A"



Vicinity Map



Lewis Creek and Deer Creek Gaging Station Locations



Supervisorial District: 5

-  Site
-  Supervisorial Districts

1:50,000

Attachment "B"

Agreement

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

Agreement#: 18WSCA06700
Customer#: 600000935
Project#: ZGOOGZV
TIN#: 94-6000545
USGS DUNS#: 1761-38867

Fixed Cost Agreement YES NO

THIS AGREEMENT is entered into as of the 1st day of November, 2017, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the COUNTY OF TULARE, 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 County of Tulare area, 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) \$7,700.00 by the party of the first part during the period November 1, 2017 to October 31, 2018
- (b) \$20,400.00 by the party of the second part during the period November 1, 2017 to October 31, 2018
- (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 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. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18WSCA06700
Customer#: 6000000935
Project #: ZG00GZV
TIN #: 94-6000545
USGS DUNS #: 1761-38857

USGS Technical Point of Contact

Name: Anthony Guerriero, Acting Chief
Supervisory Hydrologic Technician
Address: 3130 Skyway Drive, Suite 602
Santa Maria, CA 93455
Telephone: (805) 928-9539
Fax: (805) 928-9220
Email: sahill@usgs.gov

Customer Technical Point of Contact

Name: Reed Schenke
Chief Engineer
Address: 5961 South Mooney Boulevard
Visalia, CA 93277
Telephone: (559) 624-7003
Fax:
Email:

USGS Billing Point of Contact

Name: Tamara Seubert
Budget Analyst
Address: 6000 J Street - Placer Hall
Sacramento, CA 95819
Telephone: (916) 278-3040
Fax: (916) 278-3070
Email: tseubert@usgs.gov

Customer Billing Point of Contact

Name:
Address:
Telephone:
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

COUNTY OF TULARE

Signature

Signatures

By  Date: 1/3/2018
Name: Eric G. Reichard
Title: Director, USGS California Water Science
Center

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: