



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

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: March 26, 2019

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 the operation and maintenance of gauging stations

REQUEST(S):
That the Board of Supervisors sitting as the Board of Supervisors of the Tulare County Flood Control District:

1. Approve the Joint Funding Agreement No. 19ZGJFA06700 with the United States Geological Survey (“USGS”) for Water Resource Investigations in the amount of \$20,850, retroactive to November 1, 2018 through October 31, 2019. The request is retroactive because USGS’s agreement term being effective from November 1, 2018 to October 31, 2019, but the agreement was not presented to the County for execution until after November 1, 2018; and
2. Find that the Board had authority to enter into the proposed agreement as of November 1, 2018, 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 Joint Funding Agreement No. 19ZGJFA06700 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 investigation currently includes the operation and maintenance of stream gauging stations at the following locations:

1. Deer Creek near Fountain Springs; and

SUBJECT: Joint Funding Agreement with the United States Geological Survey for the operation and maintenance of gauging stations

DATE: March 26, 2019

2. Lewis Creek near Strathmore

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 the information to help determine flood hazards and water resource information for downstream areas.

The 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 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.

Paragraph 9 of this Agreement deviates from County Contract protocol as it specifies that interest, penalties, and administrative costs will be charged if payment is delayed beyond 60 days from the billing date pursuant to the Debt Collection Act of 1982 (codified at 31 USC 3717). This provision is standard in these stream gage agreements and a similar provision was agreed to between the County and USGS in Tulare County Agreement Nos. FC-104 and FC-102, which were the joint funding agreements between the County and USGS for these stream gages for Federal Fiscal Years 2018 and 2017, respectively.

This agreement is retroactive because USGS delivered the agreement to the District after to the commencement date for the agreement, which began on November 1, 2018, the first day of Federal Fiscal Year 2019.

FISCAL IMPACT/FINANCING:

No Net County Cost.

The agreement provides for the cost to be shared with USGS, with USGS paying \$7,850 and the Flood Control District paying \$20,850, which will be paid for using Flood Control District Funds. The total cost of the stream gauging program for the period of November 1, 2018 to October 31, 2019 was increased to \$28,700 from previous year's agreement, which totaled \$28,100.

Consistent with the previous USGS Agreement approved by your Board for Federal Fiscal Year 2018, this 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 similar to the previous year's 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.

SUBJECT: Joint Funding Agreement with the United States Geological Survey for the operation and maintenance of gauging stations

DATE: March 26, 2019

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 facility for the protection of the public. The action will aid in the protection with warning of approaching flood flow, and providing historic flow rates for design of system to manage potential flows.

ADMINISTRATIVE SIGN-OFF:



Reed Schenke
Director – Resource Management Agency

RS:rm

cc: County Administrative Office

Attachment(s) Attachment A - Agreement

**BEFORE THE BOARD OF SUPERVISORS SITTING
AS THE BOARD OF SUPERVISORS OF THE
TULARE COUNTY 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 THE) Agreement No. FC-_____
 OPERATION AND MAINTENANCE OF)
 GAUGING STATIONS)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
 SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
 BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD MARCH 26, 2019, BY
 THE FOLLOWING VOTE:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

ATTEST: JASON T. BRITT
 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 Resource Investigations in the amount of \$20,850, retroactive to November 1, 2018 through October 31, 2019. The request is retroactive because USGS's agreement term being effective from November 1, 2018 to October 31, 2019, but the agreement was not presented to the County for execution until after November 1, 2018; and
2. Found that the Board had authority to enter into the proposed agreement as of November 1, 2018, 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”

Agreement



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>

February 22, 2019

Mr. Ross Miller, Chief Engineer
County of Tulare
Resource Management Agency
5961 South Mooney Boulevard
Visalia, California 93277

Dear Mr. Miller:

This letter confirms discussions between our respective staffs, concerning the continuation of the cooperative water resources program between the County of Tulare (County) and the U.S. Geological Survey (USGS) for the period November 1, 2018 to October 31, 2019.

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

<u>Station number and name</u>	<u>County Funds</u>	<u>USGS Funds</u>	<u>Total Funds</u>
<i>A. Operation and maintenance of gaging stations</i>			
11200800 Deer Creek near Fountain Springs	\$15,650	\$7,850	\$23,500
<i>B. Operation and maintenance of crest-stage gages</i>			
11205685 Lewis Creek near Strathmore	5,200	-0-	5,200
TOTAL	\$20,850	\$7,850	\$28,700

Total cost of the proposed program is \$28,700. Cost to the County is \$20,850. Subject to the availability of Federal matching funds, the USGS will provide \$7,850.

Enclosed are two originals of Joint Funding Agreement (JFA) 19ZGJFA06700, 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.

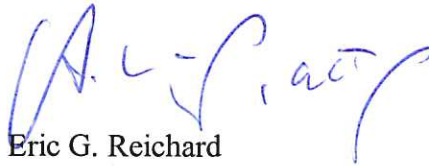
The USGS is required to have an agreement in place prior to any work being performed on a project. We request that the JFAs be returned prior to April 15, 2019. If they are not received by April 15, we will be required to suspend operations until an agreement is received.

Mr. Ross Miller, Chief Engineer, Flood Control- County of Tulare

This program letter does serve as certification that the U.S. Geological Survey, as an agency of the United States Federal Government, is a self-insured agency. All Federal Government employees, acting within the scope of their employment, are covered for personal injury by the Federal Employees Compensation Act (5 U.S.C. 8101 et seq.). All Federal Government employees are covered for liability resulting from negligence, wrongful acts, or omissions while performing duties within the scope of their employment, by the Federal Tort Claims Act (28 U.S.C. 2671 et seq.). Please maintain this program letter for your records on this subject.

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,

A handwritten signature in blue ink, appearing to read "Eric G. Reichard". The signature is fluid and cursive, with a large initial "E" and "R".

Eric G. Reichard
Director, USGS California Water Science Center

Enclosures

cc: Al Caldwell, USGS CAWSC
Ben Glass, USGS CAWSC

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

Customer#: 600000935
Agreement#: 19ZGJFA06700
Project #: ZG00GZV
TIN #: 94-6000545

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the 1st day of November, 2018, 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 as outlined in the USGS program letter dated February 22, 2019 (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) \$7,850.00 by the party of the first part during the period
November 1, 2018 to October 31, 2019
- (b) \$20,850.00 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/>).

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

Customer#: 600000935
Agreement#: 19ZGJFA06700
Project #: ZG00GZV
TIN #: 94-6000545

9. Billing for this agreement will be rendered quarterly. 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

Name: Ben Glass
Supervisory Hydrologic Technician
Address: 3130 Skyway Drive, Suite 602
Santa Maria, CA 93455
Telephone: (805) 928-9539
Fax: (805) 928-9220
Email: brglass@usgs.gov

Customer Technical Point of Contact

Name: Ross Miller
Chief Engineer
Address: 5961 South Mooney Boulevard
Visalia, CA 93277
Telephone: (559) 624-7000
Fax:
Email: rmiller@co.tulare.ca.us

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

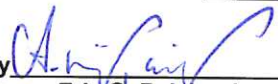
Customer Billing Point of Contact

Name: Lucinda Peton
Address: 5961 South Mooney Boulevard
Visalia, CA 93277
Telephone: (559) 624-7000
Fax:
Email: lpeton@co.tulare.ca.us

U.S. Geological Survey
United States
Department of Interior

COUNTY OF TULARE

Signature

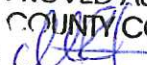
By  Date: 2/22/2019
Name: Eric G. Reichard
Title: Director, USGS California Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

APPROVED AS TO FORM:
COUNTY COUNSEL
BY:  3/12/19
DEPUTY 2018789