



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.

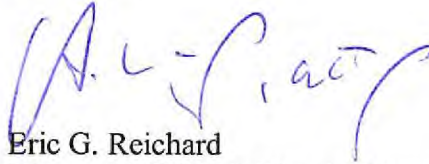
The USGS is required to have an agreement in place prior to any work being performed on a project. We request that the JFAs be returned prior to April 15, 2019. If they are not received by April 15, we will be required to suspend operations until an agreement is received.

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,



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

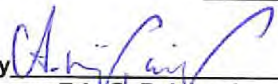
Customer Billing Point of Contact

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

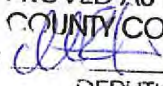
By  Date: 2/22/2019
Name: Eric G. Reichard
Title: Director, USGS California Water Science Center

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