

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/

December 20, 2017

Dr. Philip B. Moy Water Resources Director Lake County Watershed Protection District 255 North Forbes Street Lakeport, California 95453

Dear Dr. Moy:

This letter confirms discussions between our respective staffs concerning the continuation of our cooperative water resources program, between the Lake County Watershed Protection District (County) and the U.S. Geological Survey (USGS) covering the period November 1, 2017 to October 31, 2018.

The proposed program, which consists of the operation and maintenance of the streamgaging station Kelsey Creek near Kelseyville (11449500) and associated costs are as follows:

		County	USGS	Total
Station number and name		Funds	Funds	Funds
11449500	Kelsey Creek near Kelseyville	\$15,300	\$7,700	\$23,000
	TOTAL	\$15,300	\$7,700	\$23,000

Total cost for this streamgaging station for the subject period is \$23,000. The County's portion of this cost will be \$15,300, and subject to the availability of Federal matching funds, the USGS will provide \$7,700.

Enclosed are three originals of Joint Funding Agreement (JFA) 18WSCA01600, 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 annually.

The USGS is required to have an agreement in place prior to any work being performed on a project. We request that a fully executed JFA be returned prior to January 31, 2018. If it is not received by January 31, we will be required to suspend operations until an agreement is received.

Dr. Philip B. Moy, Deputy Water Resources Director, Lake County Watershed Protection District

If you have any questions concerning this program, please contact Andrew Watson, in our Ukiah field office, at (707) 468-4042. If you have any administrative questions, please contact Tammy Seubert, in our Sacramento Office, at (916) 278-3040.

Sincerely,

Eric G. Reichard

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Director, USGS California Water Science Center

Enclosures

cc: Andrew Watson, USGS CAWSC

Form 9-1366 (April 2015)

Page 1 of 2

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

Water Resource Investigations

Agreement#: 18WSCA01600 Customer#: 6000000850 Project #: ZG00GZV TIN #: 94-6082500 USGS DUNS #: 1761-38857

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the November 1, 2017, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LAKE COUNTY WATERSHED PROTECTION DISTRICT, 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 the operation and maintenance of the streamgaging station Kelsey Creek near Kelseyville (11449500), 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) \$15,300.00

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 <u>annually</u>. 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.).

Form 9-1366 U.S. Department of the Interior Agreement#: 18WSCA01600 (April 2015) Customer#: 6000000850 **U.S. Geological Survey** Project #: ZG00GZV Joint Funding Agreement TIN #: 94-6082500 Page 2 of 2 **FOR** USGS DUNS #: 1761-38857 **Water Resource Investigations USGS Technical Point of Contact Customer Technical Point of Contact** Name: Andrew Watson Name: Dr. Phillip B. Moy Supervisory Hydrologic Technician Water Resources Director 2550 North State Street Address: Address: 255 North Forbes Street Ukiah, CA 95482 Lakeport, CA 95453 Telephone: (707) 468-4040 (707) 263-2344 Telephone: Fax: (707) 468-4022 Fax: (707) 263-1965 Email: afwatson@usqs.gov Email: will.evans@lakecountyca.gov **USGS Billing Point of Contact Customer Billing Point of Contact** Name: Tamara Seubert Name: **Budget Analyst** Address: Placer Hall 6000 J Street Address: Sacramento, CA 95819 Telephone: (916) 278-3040 Telephone: (916) 278-3070 Fax: Fax: Email: tseubert@usgs.gov Email: U.S. Geological Survey LAKE COUNTY WATERSHED **United States** PROTECTION DISTRICT **Department of Interior** <u>Signature</u> **Signatures** (acting) Date: 12/20/2017 Ву Date: _____ Name: Eric G. Reichard Name: Title: Director, USGS California Water Science Title: Chair, Board of Directors Center APPROVED AS TO FORM:

By

Name:

Name:

Title: County Counsel

Title: Clerk of the Board

Date: _____

Date: __