Form 9-1366
(Oct. 2005)

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

Customer #:	6000000180
Agreement #:	13ESNCMH0000012
Project #:	
TIN #:	56-6000225
Fixed Cost Agreement	☑ Yes ☐ No

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the 6th day of March, 2013, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF DURHAM, STORMWATER SERVICES DIVISION, DURHAM, NORTH CAROLINA, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of 4 streamflow gaging stations, 3 stage-only sites and 6 raingages for the Hydrologic Data Collection Network to be located in and around the City of Durham, 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) includes In-Kind Services in the amount of $0.00.

by the party of the first part during the period

(a) $16,800.00 July 1, 2013 **to** June 30, 2014

by the party of the second part during the period

(b) $84,800.00 July 1, 2013 **to** June 30, 2014

(Included $68,000.00 in unmatched funds)

(c) 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.

(d) 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.

Form 9-1366 continued

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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 costs, 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. Geological Survey
United States
Department of the Interior

USGS Point of Contact

Name: Jeanne C. Robbins
Address: 3916 Sunset Ridge Road
Raleigh, NC 27607

Telephone: 919-571-4017
Email: jrobbins@usgs.gov

Signatures

By Holly S Weyers Date 3/6/15
Name: Holly S. Weyers
Title: Director, USGS NC Water Science Center

By_____ Date_____
Name:
Title:

By_____ Date_____
Name:
Title:

City of Durham
Stormwater Services Division

Customer Point of Contact

Name: Michelle Woolfolk
Address: City of Durham
101 City Hall
Durham, NC 27701
Telephone: 919-560-4326 ext 30219
Email: michelle.woolfolk@durhamnc.gov

Signatures

By_____ Date_____
Name:
Title:

By_____ Date_____
Name:
Title:

By_____ Date_____
Name:
Title: