



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
South Atlantic Water Science Center
3916 Sunset Ridge Road
Raleigh, NC 27607

May 2, 2016

Michelle Woolfolk

City of Durham
City of Durham, Stormwater Services 101 City Hall
Durham, NC 30219

Dear Mrs. Woolfolk,

Enclosed are two signed originals of our standard joint-funding agreement for the project, Investigation of Nutrient loads and monitoring strategies for streams in Durham, North Carolina, during the period of October 1, 2016 through January 31, 2019 in the amount of \$145,000 from your agency. U.S. Geological Survey contributions for this agreement are \$95,000 for a combined total of \$240,000. Please sign and return one fully-executed original to me at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2016**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Mary Giorgino by phone number (919) 571-4087 or email giorgino@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Angie Woods at phone number (803) 750-6195 or email at alwoods@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in mutually beneficial water-resources studies.

Sincerely,

Chad R. Wagner
Acting Director

Enc.: 16ESMPN00000XX(2)

DRAFT

**Form 9-1366
(April 2015)**

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

**Agreement#: 16ESMPN00000XX
Customer#: 6000000180
Project #: MP00
TIN #: 56-6000225
USGS DUNS #: 191497072**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the May 1, 2016, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Durham, Public Works Department, Stormwater Services 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 Investigation of Nurtrient loads and monitoring strategies for streams in Durham, North Carolina (per attachment), 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) \$95,000 by the party of the first part during the period October 1, 2016 to January 31, 2019
- (b) \$145,000 by the party of the second part during the period October 1, 2016 to January 31, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of : \$95,000
- (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.)

Form 9-1366
(April 2015)

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U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 16ESMPN00000XX
Customer#: 6000000180
Project #: MP00
TIN #: 56-6000225
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USGS Technical Point of Contact

Name: Mary Giorgino
Hydrologist
Address: 3916 Sunset Ridge Road
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Telephone: (919) 571-4087
Fax: (919) 571-4041
Email: giorgino@usgs.gov

Customer Technical Point of Contact

Name: Michelle Woolfolk
Address: City of Durham, Public Works
Department, Stormwater Services
101 City Hall
Durham, NC 30219
Telephone: (919) 560-4326 Ext 30219
Fax:
Email: michelle.woolfolk@durhamnc.gov

USGS Billing Point of Contact

Name: Angie Woods
Administrative Specialist
Address: 720 Gracern Road
Columbia, SC 29210
Telephone: (803) 750-6195
Fax: (803) 750-6181
Email: alwoods@usgs.gov

Customer Billing Point of Contact

Name: Michelle Woolfolk
Address: City of Durham, Public Works
Department, Stormwater Services
101 City Hall
Durham, NC 30219
Telephone: (919) 560-4326 Ext 30219
Fax:
Email: michelle.woolfolk@durhamnc.gov

U.S. Geological Survey
United States
Department of Interior

City of Durham

Signature

Signatures

By _____ Date: Mar 30, 2016
Name: Chad R. Wagner
Title: Acting Director

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:

Title:

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