

Form 9-1366
(April 2015)

COF 2017-0257

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

Agreement#: 18ESTN000000015
Customer#: 6000000494
Project #: ML00925
TIN #: 62-6000290
USGS DUNS #: 012790072

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2017, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Franklin 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 for the operation and maintenance of five continuous streamflow gaging station on the Harpeth near Franklin, TN, 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) \$18,675 by the party of the first part during the period
October 1, 2017 to September 30, 2018
- (b) \$43,575 by the party of the second part during the period
October 1, 2017 to September 30, 2018
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (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.

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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.).

USGS Technical Point of Contact

Name: Shannon Williams
Hydrologist
Address: 640 Grassmere Park Suite 100
Nashville, TN 37211
Telephone: (615) 837-4755
Fax: (615) 837-4799
Email: swilliam@usgs.gov

Customer Technical Point of Contact

Name: Paul Holzen
Address: 109 3rd Ave South
Franklin, TN 37065
Telephone: (615) 791-3218
Fax:
Email:

USGS Billing Point of Contact

Name: Desvin Jones
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3114
Fax: (225) 298-5490
Email: ddjones@usgs.gov

Customer Billing Point of Contact

Name: Paul Holzen
Address: 109 3rd Ave South
Franklin, TN 37065
Telephone: (615) 791-3218
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Franklin

Signature

By  Date: Aug 11, 2017
Name: W. Scott Gain
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Approved as to Form;

Shauna R. Billingsley, City Attorney