

United States Department of the Interior

U.S. GEOLOGICAL SURVEY Lower Mississippi Gulf Water Science Center 640 Grassmere Park, Suite 100 Nashville, TN 37211

Paul Holzen City of Franklin 109 3rd Ave South Franklin, TN 37065

Dear Holzen:



Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Lower Mississippi Gulf Water Science Center Water Resources Investigations, during the period October 1, 2018 through September 30, 2019 in the amount of \$43,575 from your agency. U.S. Geological Survey contributions for this agreement are \$18,675 for a combined total of \$62,250. Please sign and return one fully-executed original to Desvin Jones, Administrative Specialist at 3535 South Sherwood Forest Blvd. Suite 120, Baton Rouge, LA 70816.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2018**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Shannon Williams by phone number (615) 837-4755 or email swilliam@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 Desvin Jones at phone number (225) 298-5481 Ext 3114 or email at ddjones@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 these mutually beneficial water resources studies.

Sincerely.

W. Scott Gain

Director, LMG Water Science Center

Enclosure 19MLJFATNDA069 (2) Form 9-1366 (May 2018)

COF 2018-0217 PG 1 of 2 U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Water Resource Investigations

Customer #: 6000000494 Agreement #: 19MUFATNDA069

Project #: ML009Z5 TIN #: 62-6000290

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the October 1, 2018, 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 cooperation Water Resource Investigations (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) \$18,675 by the party of the first part during the period October 1, 2018 to September 30, 2019
 - (b) \$43,575 by the party of the second part during the period October 1, 2018 to September 30, 2019
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$15,000

Description of the USGS regional/national program: USGS Federal Priority Steamgages for 03432400 Harpeth Below Franklin Discharge Gage

- (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/).

Form 9-1366 (May 2018)

COF 2018-0217 PG 2 of 2

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

Agreement #: 19MLJFATNDA069 Project #: ML009Z5

Customer #: 6000000494

TIN #: 62-6000290

Water Resource Investigations

9. Billing for this agreement will be rendered **<u>quarterly</u>**. 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		Customer Technical Point of Contact
Name:	Shannon Williams	Name:	Paul Holzen
Address:	Hydrologist 640 Grassmere Park	Address:	109 3rd Ave South
Felephone: Fax: Email:	Nashville, TN 37211 (615) 837-4755 (615) 837-4799 swilliam@usgs.gov	Telephone: Fax: Email:	Franklin, TN 37065 (615) 791-3218
	USGS Billing Point of Contact		Customer Billing Point of Contact
Name:	Desvin Jones	Name:	Paul Holzen
Address:	Administrative Specialist 3535 South Sherwood Forest Blvd.	Address:	109 3rd Ave South
Гelephone: Fax: Email:	Suite 120 Baton Rouge, LA 70816 (225) 298-5481 Ext 3114 (225) 298-5490 ddjones@usgs.gov	Telephone: Fax: Email:	Franklin, TN 37065 (615) 791-3218
	U.S. Geological Survey United States Department of Interior		City of Franklin
Signature		Signatures	
ву.	Date: 09/18/2018	Ву	Date:
Name: Woott Gain		Dr. Ken Moore	
Title: Director, LMG Water Science Center		Mayor Approved as to form:	