

Form 9-1366
(April 2015)

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

Agreement#: 17EMSD0040
Customer#: 6000000745
Project #: NT009R0 100, NT009ZR
10,12,13
TIN #: 46-6000380
USGS DUNS #: 126301386

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2017, by the U.S. GEOLOGICAL SURVEY, Dakota Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Rapid City 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 Water Resource Investigations for operation and maintenance of selected gaging stations and for various hydrologic investigations including hydrogeologic data collection and analysis, applications of groundwater-flow modeling, storm-water monitoring, and potential sources of selenium, 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) \$99,852 by the party of the first part during the period
January 1, 2017 to December 31, 2017
- (b) \$138,000 by the party of the second part during the period
January 1, 2017 to December 31, 2017
\$38,148
unmatched

- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of : \$3,350

Description of the USGS regional/national program:
USGS National Stream Information 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.

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.).

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USGS Technical Point of Contact

Name: Daniel Driscoll
Supervisory Hydrologist
Address: 1608 Mountain View Road
Rapid City, SD 57702
Telephone: (605) 394-3211
Fax: (605) 355-4523
Email: dgdrisco@usgs.gov

Customer Technical Point of Contact

Name: Dale Tech
Acting Public Works Director
Address: 300 Sixth Street
Rapid City, South Dakota 57701-2724
Telephone: (605) 394-4154
Fax: (605) 355-3083
Email: dale.tech@rcgov.org

USGS Billing Point of Contact

Name: Jennifer Bednar
Administrative Officer
Address: 1608 Mountain View Road
Rapid City, SD 57702
Telephone: (605) 394-3218
Fax: (605) 355-4523
Email: jbednar@usgs.gov

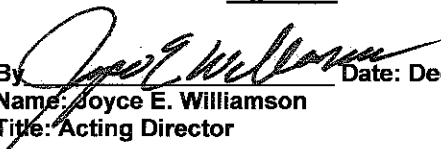
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Email: dale.tech@rcgov.org


U.S. Geological Survey
United States
Department of Interior

City of Rapid City

Signature

By  Date: Dec 23, 2016
Name: Joyce E. Williamson
Title: Acting Director

Signatures

By  Date: 1-24-17
Name:
Title: Acting Public Works Director

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: