

Form 9-1366  
(May 2018)

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

Customer #: 6000003488  
Agreement #: 19RGJFA38  
Project #: RG00GVC  
TIN #: 85-6000168

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the July 1, 2019, by the U.S. GEOLOGICAL SURVEY, New Mexico Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the BUCKMAN DIRECT DIVERSION BOARD 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 the operation and maintenance of the streamgaging station Rio Grande above Buckman Direct Diversion (08313150) and provide real time estimates of suspended sediment concentrations using turbidity as a surrogate, including installation and model development. Deliverable to Buckman Direct Diversion Board are estimates of instantaneous suspended sediment concentration, mean daily suspended sediment concentration, mean daily suspended sediment load, as well as monthly discrete samples, and particle size data analyzed on the monthly integrated samples, 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) \$0 by the party of the first part during the period  
July 1, 2019 to June 30, 2020
- (b) \$61,752 by the party of the second part during the period  
July 1, 2019 to June 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

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. 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/>).

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9. Billing for this agreement will be rendered quarterly. 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**

Name: Mark Gunn  
Address: 6700 Edith Blvd NE  
Albuquerque, NM 87113  
Telephone: (505) 830-7903  
Fax:  
Email: mgunn@usgs.gov

**Customer Technical Point of Contact**

Name: Daniela Bowman  
Address: 341 Caja del Rio Road  
Santa Fe, NM 87506  
Telephone: (505) 955-4504  
Fax:  
Email: dkbowman@ci.santafe-nm.us

**USGS Billing Point of Contact**

Name: Mary Torrez  
Budget Analyst  
Address: 6700 Edith Blvd NE  
Albuquerque, NM 87113  
Telephone: (505) 830-7909  
Fax: (505) 830-7950  
Email: mvaldez@usgs.gov

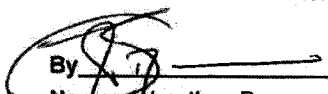
**Customer Billing Point of Contact**

Name: Mackie Romero  
Address: 341 Caja del Rio Road  
Santa Fe, NM 87506  
Telephone: (505) 955-4506  
Fax:  
Email: mmromero1@santafenm.gov

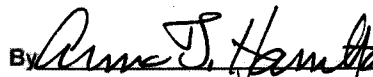
U.S. Geological Survey  
United States  
Department of Interior

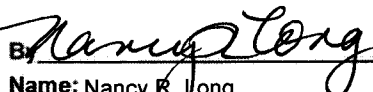
Buckman Direct Diversion Board


Signature

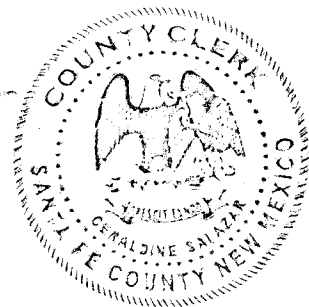
By  Date: 07/25/2019  
Name: Johnathan Bumgarner  
Title: Director, New Mexico Water Science Center

Signatures

By  Date: 9/5/19  
Name: Anna T. Hamilton  
Title: Buckman Direct Diversion Board Chair

By  Date: 9-5-19  
Name: Nancy R. Long  
Title: BDDB Counsel

By  Date: 12/30/2019  
Name: Geraldine Salazar  
Title: County Clerk



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Buckman Direct Diversion Board

Signatures (continued)

By Mary McCoy Date: 1/14/20

Name: Mary T. McCoy  
Title: City Finance Director

ATTEST

By Yolanda Y. Vigil all

Name: Yolanda Y. Vigil  
Title: City Clerk

File Date: 1-30-20