Form 9-1366 (May 2018)

U.S. DEPARTMENT OF THE INTERIOR **GEOLOGICAL SURVEY** 

JOINT FUNDING AGREEMENT

Customer #: 2000001474

Agreement#: 20RBCQLL0000002

Project #:

RB00CMY

TIN #:

85-6000168

**Fixed Cost** 

Agreement Yes

**FOR** 

**Debris flow investigations** 

THIS AGREEMENT is entered into as of the, day of , by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Santa Fe, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to model post-fire debris flows in the Santa Fe Municipal Watershed with the following three program elements: 1) Fire and debris flow modeling - fire behavior modeling, including a range of potential wildfire severity scenarios; debris flow models; using more-accurate, local fire weather, soils data, and updated rainfall probability data; and model the effects of existing and potential future fire and vegetation management on post-fire debris flows, 2) Products and reporting - create maps and data tables of debris flow probabilities for all sub-basins in the Santa Fe Municipal Watershed, sediment volumes, and a final report; and 3) continue to work with City of Santa Fe personnel to determine the management implications of the results that can be incorporated into the City of Santa Fe's Emergency Action Plan for McClure or Nichols Reservoirs, inform a post-fire flooding mitigation document and a hazard mitigation or emergency warning system (see attached full proposal for details); 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) includes In-Kind Services in the amount of \$0.00
  - (a) by the party of the first part during the period

\$0.00

Amount Date to

04/1/2020 (b) by the party of the second part during the period

> Amount Date to Date 12/31/2021

of 3

Date

12/31/2021

- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00
  - 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.
- 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.

9-1366 (Continuation)

Customer #:

Agreement #:

- The original records resulting from this program will be deposited in the office of origin of those 7. records. Upon request, copies of the original records will be provided to the office of the other party.
- The maps, records or reports resulting from this program shall be made available to the public as 8. 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/).

Billing for this agreement will be rendered. 9.

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.

U.S. Geological Survey

**United States** 

Department of the interior USGS Point of Contact

Mame: Kendra Tarrati

FORT Collins Science Center, 2150 Centre Ave.,

Bidg C. Fort Collins, CO 80526

(970) 226-9217

Telephone: Email:

Address:

kterrell@usgs.gov

City of Santa Fe

stomer Point of Contact

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Santa Fe, NM 87501

Telephone:

Fmail:

(\$05) 955-4205 aghook@santalenm.gov

Signatures and Date

Signature:

Date: Kendra Terrell Digitally signed by Kendra Terrell Date: 2020,06.03 09:18:39-06'00'

Signature:

6-05-2020

Name: Kendra Terrell

Title: Finance Specialist

THE WATER RESOURCES COORDINATOR ASST.

CITY OF SANTA FE:	CONTRACTOR: U.S. Department of the Interior
ALAN WEBBER, MAYOR	See Attached
DATE: 5/28/200	NAME & TITLE  DATE:
·	CRS # Business Registration #
ATTEST:	
YOLANDA Y. YIGIL, CHYY CLERK GB 5/13/20	
APPROVED AS TO FORM:	
MDM 3/11/23 SENIOR ASSISTANT CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	

5050381.510300 Business Unit Line Item CITY OF SANTA FE:

ALAN WERBER MAYOR

DATE: She 2000

CONTRACTOR:

U.S. Department of the Interior

SHARON TAYLOR Digitally signed by SHARON TAYLOR Date: 2020.06.04 10:29:22

NAME & TITLE

Sharon K. Taylor, DVM, PhD

Center Director

DATE:

**Business Registration #** 

ATTEST:

YOLANDA Y. YIGIL, CTY CLERK GB 3/15/20

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050381.510300 Business Unit Line Item