Form 9-1366 (May 2018)

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

Water Resource Investigations

Customer #: 6000000333
Agreement #: 22RGJFA30
Project #: RG00GVC
TIN #: 85-6000168

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, New Mexico Water Science Center, 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 the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to continue with these activities; 1) operate streamflow gages at Santa Fe River above McClure Reservoir and Santa Fe River above Cochiti; and 2) operate and maintain continuous water-level recorders at the SF1, SF2, Buckman, and Las Campanas sites and make water-level measurements at SF1 through 5, Buckman and Las Campanas, 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) \$49,028 by the party of the first part during the period October 1, 2021 to September 30, 2023
 - (b) \$78,855 by the party of the second part during the period October 1, 2021 to September 30, 2023
 - (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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Water Resource Investigations

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		Customer Technical Point of Contact
Name:	Erik Storms	Name:	Mr. Alan G. Hook
Address: Telephone: Fax: Email:	6700 Edith Blvd NE Albuquerque, NM 87113 (505) 830-7925 estorms@usgs.gov	Address: Telephone: Fax: Email:	PO Box 909 Santa Fe, NM 87504 (505) 955-4205
	USGS Billing Point of Contact		Customer Billing Point of Contact
Name:	Esther Torrez	Name:	Jamie-Rae Diaz
Address: Telephone: Fax: Email:	6700 Edith Blvd NE Albuquerque, NM 87113 (505) 830-7909 (505) 830-7950 mvaldez@usgs.gov	Address: Telephone: Fax: Email:	PO Box 909 Santa Fe, NM 87504 (505) 955-4210 jldiaz@santafenm.gov
	U.S. Geological Survey United States Department of Interior		City of Santa Fe
JEANNI By BARLO	A DEMINIE DANEOW		<u>Signatures</u>
		Ву	Date:
Name: Jeannie R.B. Barlow Title: Director, New Mexico Water Science Center		Name: Title:	
		Ву	Date:
		Name: Title:	
		By Name:	Date:
		Title:	

CITY OF SANTA FE:
am
ALAN WEBBER, MAYOR
DATE: Nov 4, 2021
ATTEST:
Krister Phila
KRISTINE BUSTOS MIHELCIC , CITY CLERK GB MTG 10/27/2021
CITY ATTORNEY'S OFFICE:
Marcos Martinez Marcos Martinez (Sep 17, 2021 10:30 MDT)
SENIOR ASSISTANT CITY ATTORNEY

Mary MCCOY, FINANCE DIRECTOR

APPROVED:

Project Funding and Costs October 1, 2021 – September 30, 2022

Total Funding \$63,359

City of Santa Fe U.S. Geological Survey \$38,845 \$24,514

Funding Breakdown by Program Element

Program Element

Streamflow gages

Streamflow gages		Federal FY 2022 Oct. 1, 2021 – Sept. 30, 2022		
Station Number	Station Name	Santa Fe	USGS	Total
08315480	Santa Fe River above McClure Reservoir	\$10,438	\$7,278	\$17,716
08317200	Santa Fe River above Cochiti Lake	\$10,438	\$7,278	\$17,716
		\$20,876	\$14,556	\$35,432
Total Streamflow gages 2022			\$35,432	

Groundwater-level monitoring

Water-level monitoring		Federal FY 2022 Oct. 1, 2021 – Sept. 30, 2022		
		Santa Fe	USGS	Total
	Operation and maintenance of water-level recorders at SF1, SF2, Buckman, and Las Campanas and bi-monthly water-level measurements (6 per year) at SF 1, 2, 3, 4, and 5; Buckman and Las Campanas	\$17,969	\$9,958	\$27,927
		\$17,969	\$9,958	\$27,927
Total Water-level monitoring 2022			\$27,927	

Project Funding and Costs October 1, 2022 – September 30, 2023

Total Funding \$64,524

City of Santa Fe U.S. Geological Survey \$40,010 \$24,514

Funding Breakdown by Program Element

Program Element

Streamflow gages

Streamflow gages		Federal FY 2023 Oct. 1, 2022 – Sept. 30, 2023		
Station Number	Station Name	Santa Fe	USGS	Total
08315480	Santa Fe River above McClure Reservoir	\$10,751	\$7,278	\$18,029
08317200	Santa Fe River above Cochiti Lake	\$10,751	\$7,278	\$18,029
		\$21,502	\$14,556	\$36,058
Total Streamflow gages 2023			\$36,058	

Groundwater-level monitoring

Water-level monitoring		Federal FY 2023 Oct. 1, 2022 – Sept. 30, 2023		
		Santa Fe	USGS	Total
	Operation and maintenance of water-level recorders at SF1, SF2, Buckman, and Las Campanas and bi-monthly water-level measurements (6 per year) at SF 1, 2, 3, 4, and 5; Buckman and Las Campanas	\$18,508	\$9,958	\$28,466
		\$18,508	\$9,958	\$28,466
Total Water-level monitoring 2023			\$28,466	