

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Customer #: 600006530
Agreement #: 20YGJFA30073
Project #: YG00H1U
TIN #: 91-8001473
Fixed Cost Agreement Yes

JOINT FUNDING AGREEMENT

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 1 day of October, 2019 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of North Bend, 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 **fixed-price agreement for the operation and maintenance of cooperative streamgaging program**, 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 \$

(a) by the party of the first part during the period

Amount	Date	to	Date
\$0	October 1, 2019		September 30, 2020

(b) by the party of the second part during the period

Amount	Date	to	Date
\$4,325	October 1, 2019		September 30, 2020

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

Description of the USGS regional/nations program: USGS Federal Priority Streamgaging 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 costs, 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 development 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/>).
- 9. Billing for this agreement will be rendered: **ANNUALLY**. 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**

**Name of Customer
City of North Bend**

USGS Point of Contact

Customer Point of Contact

Name: Mark Mastin
Address: 934 Broadway, Suite 300
Tacoma, WA 98402

Telephone: 253-552-1609
Email: mcmastin@usgs.gov

Org Code: GGWNYG0000

Name: Mark Rigos
Address: 1155 E. North Bend Way
North Bend, WA 98045

Telephone: 425-888-7650
Email: mrigos@nothbendwa.gov

Signature and Date:

Signature: Cynthia Barton
Date: 10-4-19

Name: Cynthia Barton, PhD, LHG, LG
Title: Center Director

Signature and Date:

Signature: Mark Rigos
Date: 6/11/2020

Name: Mark Rigos, P.E.
Title: Public works Director

Signature: Rob McFarland
Date: June 9, 2020
Name: Rob McFarland
Title: Mayor

USGS - City of North Bend Cooperative Streamgaging Program, October 1, 2019 - September 30, 2020

USGS Station No.	Station Name	City of North Bend	USGS Cooperative Matching Funds	Total	Remarks
WESTERN WASHINGTON FIELD OFFICE (Tacoma), 253 552-1670					
12116060	Cedar Lake (Masonry Pool) near Cedar Falls				
	Stage (published)	\$4,325		\$4,325	SCL/SPU contributing \$4,325
	TOTAL	\$4,325	\$0	\$4,325	

SCL/SPU=Seattle City Light and Seattle Public Utilities