

Karla

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Form 9-1366
(Oct. 2005)U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: OR010
 Agreement #:
 Project #:
 TIN #: 93-6002236
 Fixed Cost Agreement Yes No

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FOR
OREGON WATER SCIENCE CENTER

THIS AGREEMENT is entered into as of the 1st day of October, 2008, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF PORTLAND, BUREAU OF WATER WORKS, 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 water resources investigation in the Bull Run watershed of Oregon, 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.

(a) \$556,240 by the party of the first part during the period
October 1, 2008 to October 31, 2013

(b) \$556,240 by the party of the second part during the period
October 1, 2008 to October 31, 2013

- (c) 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.
- (d) 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.

Form 9-1366
continued

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- 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.
- 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).

U.S. Geological Survey
United States
Department of the Interior

City of Portland, Bureau of Water Works

USGS Point of Contact

Customer Point of Contact

Name: Thomas A. Herrett
Address: USGS, OWSC

2130 SW 5th Avenue
Portland, OR 97201
Telephone: 503 251 3239
Email: herrett@usgs.gov

Name: Doug Bloem
Address: City of Portland, Bureau of Water Works
1120 SW 5th Avenue
Portland, OR 97204
Telephone: 503 823 7458
Email: dbloem@water.ci.portland.or.us

Signatures

Signatures

By  Date 9/23/08
Name: Dennis D. Lynch
Title: Center Director

By _____ Date _____
Name: Gary Blackmer
Title: Auditor of the City of Portland

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: Approved by Mayor or Commissioner
Title: Elected Official or Delegate

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

APPROVED AS TO FORM


CITY ATTORNEY