



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Upper Midwest Water Science Center

Minnesota Office
2280 Woodale Drive
Mounds View, MN 55112
763.783.3100

Wisconsin Office
1 Gifford Pinchot Drive
Madison, WI 53726-2398
608.828.9901

Michigan Office
5840 Enterprise Drive
Lansing, MI 48911
517.887.8903

Jason Anderson
Director of Public Works
City of Marshall
344 West Main Street
Marshall, MN 56528

Dear Jason,

Attached is our standard Joint Funding Agreement for the operation of the gaging station at 053150000 Redwood River at Marshall, MN, during the period October 1, 2021 through September 30, 2026 in the amount of \$44,360 cash from your agency. Please sign and return one fully-executed original to Lisa L Syde-Hagen at email, lsyde-hagen@usgs.gov.

This is a fixed cost agreement to be billed annually, via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Angela Hughes at email, amhughes@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

John F. Walker
Center Director

**Form 9-1366
(May 2018)**

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

**Agreement#: 22NKJFA205
Customer#: 6000001452
Project #: NK-LZN, 001MN, XD
TIN #: 41-6005351
USGS DUNS #: 091721100**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Upper Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Marshall 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 of the gaging station at 053150000 redwood River at Marshall, MN, 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) \$0.00 by the party of the first part during the period
October 1, 2021 to September 30, 2026
- (b) \$44,360 by the party of the second part during the period
October 1, 2021 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program: USGS FPS Funds \$44,207

- (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://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

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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: James Fallon
Supervisory Hydrologist
Address: 2280 Woodale Drive
Mounds View, MN 55112
Telephone: (763) 783-3255
Fax: (763) 783-3103
Email: jfallon@usgs.gov

Customer Technical Point of Contact

Name: Jason Anderson
Address: 344 West Main Street
Marshall, MN 56528
Telephone: (507) 537-6776
Fax:
Email: Jason.Anderson@ci.marshall.mn.us

USGS Billing Point of Contact

Name: Angela Hughes
Admin. Operations Asst.
Address: 2280 Woodale Drive
Mounds View, MN 55112
Telephone:
Fax:
Email: amhughes@usgs.gov

Customer Billing Point of Contact

Name: Jason Anderson
Address: 344 West Main Street
Marshall, MN 56528
Telephone: (507) 537-6776
Fax:
Email: Jason.Anderson@ci.marshall.mn.us

U.S. Geological Survey
United States
Department of Interior

City of Marshall

Signature

Signatures

By _____ Date: _____
Name: John F. Walker
Title: Center Director

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: