

Form 9-1366
(Oct. 2005)

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

Agreement #: [REDACTED]
Customer #: [REDACTED]
Project #: [REDACTED]
TIN #: 75- 6000978
USGS DUNS #: 128821266

Fixed Cost Agreement Yes No

THIS AGREEMENT is entered into upon signature by both parties, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Williamson County, 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 **surface-water and water-quality data collection activities**, 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) **\$0** by the party of the first part during the period
upon signature by both parties to September 30, 2024

(b) **\$209,500** by the party of the second part during the period
upon signature by both parties to September 30, 2024

(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.

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.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Party of the second part aims to make payment for goods and services consistent with Chapter 2251 of the Texas Government Code. Invoices will aim to be paid within sixty (60) days from the date the Customers Auditor receives an invoice. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Party of the second part shall notify USGS of the discrepancy. Following Party of the second part's notification of any discrepancy as to an invoice, USGS must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Customer's Auditor. Party of the second part will aim to pay the invoice within sixty (60) days from the date the Customer's Auditor receives the

corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor may any interest begin to accrue until the sixty-first day after the Customer's Auditor receives the corrected or revised invoice. Notwithstanding, 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 60 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.

10. Either Party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other. In the event of such termination, it is understood and agreed that only the amounts due to USGS for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Party of the second part's termination of this Agreement for convenience.

11. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

12. Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies allowed by law.

13. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, USGS shall furnish Williamson County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

14. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

15. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

16. USGS agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access during reasonable times to and the right to examine and photocopy any and all books, documents, papers and records of USGS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. USGS agrees that Customer shall have access during normal working hours to all necessary USGS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give USGS reasonable advance notice of intended audits.

17. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Party of the second part shall have the right to terminate this Agreement at the end of any Customer fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

18. In the event litigation is necessary to enforce any provision of or resolve any dispute arising out of this Agreement, the Parties agree that any proceeding relating to or arising from the Agreement shall be heard and litigated exclusively in federal court, preferably located in Williamson County, Texas. Each party hereto consents to the personal jurisdiction in any such action brought in any such court, consents to service of process by registered mail upon each party's designated legal counsel and waives any objection to venue in any such courts and any claim that any such court is an inconvenient forum. During this process, each party will continue performing its obligations under this agreement.

19. This Agreement shall be governed and construed in accordance with Federal law and the State Texas. Any claim or cause of action arising out of or connected with this Agreement shall be preferably in Williamson County,

20. USGS acknowledges and agrees that under the Constitution and the laws of the State of Texas, Williamson County, cannot enter into an agreement whereby Williamson County agrees to indemnify or hold harmless any other party, including but not limited to USGS;

therefore, all references of any kind to Customer indemnifying, holding or saving harmless any other party, including but not limited to USGS, for any reason whatsoever are hereby deemed void and deleted.

21. The USGS agrees to be responsible for damages to persons or property caused by the negligent acts or omissions of USGS employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq. If found liable in a Federal court of competent jurisdiction.

USGS Technical Point of Contact

Name: Gregory Stanton
Branch Chief – Central Texas

Address: 1505 Ferguson Lane
Austin, TX 78754
Telephone: 512-963-3558
Fax:
Email: gstanton@usgs.gov

Customer Technical Point of Contact

Name: Candi Semple
Project Manager Emergency Srv

Address: 911 Tracy Chambers Ln
Georgetown, TX 78626
Telephone: 512-864-8269
Fax:
Email: candi.semple@wilco.org

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix St., Bldg 24
Ft Worth, TX 76115

Telephone: 682-316-5051
Fax:
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Candi Semple
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Telephone: 512-864-8269
Fax:
Email: candi.semple@wilco.org


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

Williamson County

Signature

By _____ Date _____
Name: Timothy H. Raines
Title: Director

Signatures

By  Date Oct 24, 2023
Name: Bill Gravell
Title: County Judge

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title: