

Form 9-1366 (April 2015)

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

Customer #:

6000005495

Agreement #:

18ESFL000000401

Project #:

TIN #: **Fixed Cost** 66-0431678

Agreement

FOR WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the day of of __2018_, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the UNITED STATES VIRGIN ISLANDS - DEPARTMENT **PLANNING & NATURAL** OF RESOURCES, party of the second part.

- The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation WATER RESOURCES INVESTIGATIONS (Surface Water Monitoring Stations, Groundwater Network Assessment, and Water Quality Sampling Network), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b. The USVI-Department of Planning and Natural Resources legal authority is 3 V.I.C. § 401 (b).
- 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.

by the party of the first part during the period

(a) \$54,600.00 October 1, 2017

September 30, 2018

by the party of the second part during the period

(b) \$71,900.00 October 1, 2017

to

September 30, 2018

Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of \$37,500.

Description of the USGS regional / national program: Climate Response Network (CRN)

- 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.

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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 Down Payment (Bill) Request (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

U.S. Virgin Islands Department of Planning & Natural Resources

USGS Point of Contact

Name:

Chad Wagner

Address:

USGS Caribbean-Florida Water

Science Center

4446 Pet Lane, Suite 108

Lutz, Florida 33559

Telephone: (787) 749-7419, 1-919-571-4021

Email:

cwagner@usgs.gov

Customer Point of Contact

Name:

Dawn L. Henry, Esq., Commissioner

Address:

V.I. Dept. of Planning & Natural Resources

8100 Lindberg Bay, Suite #61

Cyril E. King Airport, Terminal Bldg. 2nd Floor St. Thomas, U.S. Virgin Islands, 00802

Date 4/3/19

Telephone: (340) 774-3320

Email:

dawn.henry@dpnr.vi.gov

Signatures

Signature

Name:

Chad Wagner

Title:

Acting Director, USGS Caribbean-

Florida Water Science Center

Bv Name

Dawn L. Henry, Esq.

Title:

Commissioner

DUNS#: 138919282

DUNS#: 176135952

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Form 9-1366 continued

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Customer Point of Contact

Name:

Kenneth E. Mapp, Governor

Address:

Office of the Governor

No. 21-22 Kongens Gade

St. Thomas, U.S. Virgin Islands 00802

Telephone: (340) 774-0001

Email:

govkenmapp@go.vi.gov

Customer Point of Contact

Name:

Lloyd Bough, Jr., Commissioner

Address:

Department of Property & Procurement

Sub Base Building No. 1

St. Thomas, U.S. Virgin Islands 00802

Telephone: (340) 774-0828

Email:

lloyd.bough@dpp.vi.gov

Signature

Signature

Kenneth E. Mapp Name:

Title:

By

Governor

Name:

Lloyd Bough, Jr.

Title:

Commissioner of Property and

Procurement

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: ////

PURCHASE ORDER NO.

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. entered into between the Department of Property and Procurement and U.S. Geological Survey, United States Department of the Interior.

Lloyd Bough, Jr., Commissioner Department of Property and Procurement GO O4 PNRT18

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

U.S. Virgin Islands Department of Planning & Natural Resources

USGS Technical Point of Contact

David M. Hernandez, Acting Data Chief USGS San Juan Office, GSA Ctr., 651 Fed Dr. Suite 400-15, Guaynabo, PR, 00965-5703 dmhernan@usgs.gov 787-553-5971, 787-749-7468

USVI Technical Point of Contact

Syed Syedali, Program Manager Division of Environmental Protection No. 45 Estate Mars Hill Frederiksted, St. Croix, USVI, 00840 340-773-1082 / syed.syedali@dpnr.vi.gov