



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
VA/WV Water Science Center  
1730 E. Parham Rd.  
Richmond, VA 23228

March 25, 2020

Mr. Brian Lewis  
Water Resources Engineer  
City of Hampton, VA  
22 Lincoln Street  
Hampton, VA 23669

Dear Mr. Lewis:

Enclosed is our standard joint-funding agreement for the project to continue tidal monitoring of the Hampton River and Newmarket Creek, during the period July 1, 2020 through June 30, 2025 in the amount of **\$37,840.00** from your agency. U.S. Geological Survey contributions for this agreement are \$20,000 for a combined total of \$57,840. Please sign and return the agreement to Paige Nossaman at [pnossaman@usgs.gov](mailto:pnossaman@usgs.gov).

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Robert (Russ) Lotspeich by phone number (804) 261-2637 or email [rlotspei@usgs.gov](mailto:rlotspei@usgs.gov) to make alternative arrangements.

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 Paige Nossaman at phone number (304) 347-5130 Ext 230 or email at [pnossaman@usgs.gov](mailto:pnossaman@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,

Mark Bennett  
Director

Enclosure  
20LMJFAVA000075

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

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

**Customer #: 6000004512  
Agreement #: 20LMJFAVA000075  
Project #: LM009QC  
TIN #: 54-6001336**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the July 1, 2020, by the U.S. GEOLOGICAL SURVEY, VA/WV Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Hampton, VA 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 for the project to continue tidal monitoring of the Hampton River, 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) \$20,000 by the party of the first part during the period July 1, 2020 to June 30, 2025
- (b) \$37,840 by the party of the second part during the period July 1, 2020 to June 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national 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 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)

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

Customer #: 6000004512  
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Water Resource Investigations

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.

USGS Technical Point of Contact

Name: Robert (Russ) Lotspeich  
Hydrologist  
Address: 1730 East Parham Road  
Richmond, VA 23228  
Telephone: (804) 261-2637  
Fax: (804) 261-2657  
Email: rlotspei@usgs.gov

Customer Technical Point of Contact

Name: Brian Lewis  
Water Resources Engineer  
Address: 22 Lincoln Street  
Hampton, VA 23669  
Telephone: (757) 727-6284  
Fax:  
Email: brian.lewis@hampton.gov

USGS Billing Point of Contact

Name: Paige Nossaman  
Budget Analyst  
Address: 11 Dunbar Street  
Charleston, WV 25301  
Telephone: (304) 347-5130 Ext 230  
Fax: (304) 347-5133  
Email: pnossaman@usgs.gov

Customer Billing Point of Contact

Name: Greta Hawkins  
Sr. Civil Engineer  
Address: 22 Lincoln Street  
Hampton, VA 23669  
Telephone: (757) 727-6828  
Fax:  
Email: gkhawkins@hampton.gov

U.S. Geological Survey  
United States  
Department of Interior

City of Hampton, VA

Signature

Signatures

By \_\_\_\_\_ Date: 03/25/2020  
Name: Mark Bennett  
Title: Director

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title: