

AC-24-0003-US



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
202 NW 66th Street, Bldg. 7
Oklahoma City, OK 73116

April 22, 2024

Mr. Chris Browning
General Manager
McGee Creek Authority
420 W. Main, Suite 500
Oklahoma City, OK 73102

Dear Mr. Browning:

Enclosed is a signed copy of our standard joint-funding agreement for the operation and maintenance for the two Data Collection Platforms (DCP) at the McGee Creek Dam and the McGee Creek Wildlife Area project with the Oklahoma-Texas Water Science Center, during the period July 1, 2024 through June 30, 2025 in the amount of \$4,900 from your agency. U.S. Geological Survey contributions for this agreement are \$3,100 for a combined total of \$8,000. Please sign and return one fully-executed original to Mitchell King at GS-W-OT_OTFM@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, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jason Lewis at (405) 651-2029 or email jmlewis@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 Mitchell King at (405) 249-3296 or GS-W-OT_OTFM@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,

Timothy H. Raines
Director

Enclosure
24SJFAOK017000

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Proposed

Cooperative Program between The McGee Creek Authority and
the U.S. Geological Survey
for the Fiscal Year ending June 30, 2025

Program Description:

The historical program, initiated with the Bureau of Reclamation October 1989, and continued by the McGee Creek Authority (MCA) October 1992; consisted of the operation and maintenance of two Data Collection Platforms (DCP) by the U.S. Geological Survey (USGS) interfaced with MCA owned hydromet instruments, at the McGee Creek Dam and the McGee Creek Wildlife Area, Oklahoma.

In Fiscal-Year 2004 the MCA requested cooperative assistance in maintenance and operation of the stage gage and permanent record of the McGee Creek Reservoir. The U.S. Bureau of Reclamation determined the McGee Creek Reservoir outflow station since this record is no longer necessary for the operation of this project. The MCA operates and maintains a flow meter to document the required 11 cubic-feet per second discharge release for environmental purposes in the lower McGee Creek.

Proposed Funding for Fiscal Year 2025:

The proposed costs for continuing this cooperative program for Fiscal Year July 1, 2024 to June 30, 2025 will be \$8,000.00, shared by the McGee Creek Authority and the U.S. Geological Survey as summarized below:

Station No.	Station Name	Funding
07333900	McGee Creek Reservoir Stage (O&M)	\$5,700.00
34250009553001	McGee Creek Wildlife Area (O&M)	<u>\$2,300.00</u>
Total		\$8,000.00

Funding

McGee Creek Authority Share	\$4,900.00
USGS Available Federal Cooperative Water Matching Funds	\$3,100.00

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

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

**Customer #: 6000000287
Agreement #: 24SJFAOK017000
Project #: SJ009ME
TIN #:**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2024, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the McGee Creek Authority 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 negotiated deliverables (see attached), 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) \$3,100 by the party of the first part during the period
July 1, 2024 to June 30, 2025
- (b) \$4,900 by the party of the second part during the period
July 1, 2024 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/office-of-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 #: 6000000287
Agreement #: 24SJFAOK017000
Project #: SJ009ME
TIN #:

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: Jason Lewis
Branch Chief
Address: 202 NW 66th Street
Oklahoma City, OK 73116
Telephone: (405) 651-2029
Fax:
Email: jmlewis@usgs.gov

Customer Technical Point of Contact

Name: Chris Browning
General Manager
Address: 420 W. Main, Suite 500
Oklahoma City, Ok 73102
Telephone: (405) 297-2822
Fax:
Email: chris.browning@okc.gov

USGS Billing Point of Contact

Name: Mitchell King
Budget Analyst
Address: 202 NW 66th Street
Oklahoma City, OK 73116
Telephone: (405) 249-3296
Fax:
Email: mking@usgs.gov

Customer Billing Point of Contact

Name: Larry Hare
Engineer
Address: 420 W. Main Suite 500
Oklahoma City, OK 73102
Telephone: (405) 397-3682
Fax:
Email: larry.hare@okc.gov

U.S. Geological Survey
United States
Department of Interior

McGee Creek Authority

Signature
Digitally signed by
TIMOTHY RAINES
Date: 2024.04.22
14:57:45 -05'00'

By **TIMOTHY RAINES**
Name: Timothy H. Raines
Title: Director

Signatures

By  Date: 5/14/24
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: