

	Document No. A11PG00046	Document Title IAA USGS Snake Valley	Page 6 of 11
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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1

Exhibit 1

INTERAGENCY AGREEMENT NO. A11PG00046
 BETWEEN
 THE UNITED STATES DEPARTMENT OF THE INTERIOR
 BUREAU OF INDIAN AFFAIRS, WESTERN REGION
 AND
 THE UNITED STATES GEOLOGICAL SURVEY
 UTAH WATER SCIENCE CENTER (SALT LAKE CITY)

REASSESSMENT OF WATER RESOURCES OF THE CONFEDERATED TRIBES OF THE GOSHUTE RESERVATION,
 UTAH AND NEVADA

I. AUTHORITY

The Parties hereto enter into this agreement under the authority of the Economy Act, 31 U.S.C. §1535 (see the attached Economy Act Determination). The parties are the Bureau of Indian Affairs, Western Region (BIA), and the United States Geological Survey, Utah Water Science Center (USGS).

II. BACKGROUND

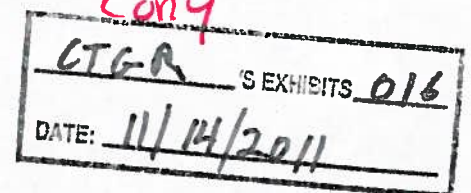
The Confederated Tribes of the Goshute Reservation (Tribe) occupy the Goshute Indian reservation (Reservation) that encompasses approximately 113,000 acres in eastern Nevada and western Utah. The Reservation is located in the semi-arid Great Basin region of the United States which is characterized by north-south trending mountain ranges and basins. There are few perennial streams in these basins with most water resource development being of limited groundwater resources. The Southern Nevada Water Authority (SNWA) proposes to drill water wells in nearby and adjacent basins and pipe this water to the Las Vegas, Nevada area. Due to the magnitude of the SNWA project and the assumption that many of these basins are hydrologically connected, the SNWA project could potentially impact the region's current water users, including the Tribe and their resources.

The Bureau of Indian Affairs is working with the Tribe and other federal agencies on assessing these potential impacts to our respective agency and trust resources. Several recent hydrogeologic studies have focused on potential impacts to the region's water resources from the SNWA project and other proposed water development projects. A major impediment to accurately analyzing impacts to the Tribe's resources is a lack of baseline water resource data on the Reservation. This Interagency Agreement (IA) between the BIA and the USGS is focused on collecting and analyzing certain water resource data of the Reservation to provide baseline conditions to better understand and assess impacts, if any, which may occur due to off-reservation water development, including the SNWA groundwater project.

III. PURPOSE

The purpose of this agreement is to provide for the data collection and analysis of water resource data from the Confederated Tribes of the Goshute Indian Reservation. The BIA does not have the equipment or sufficient staff to sustain and manage a study of this magnitude. The USGS has the technical expertise to perform and sustain this type of work. In addition, the USGS is conducting similar studies in adjacent basins and can be integrated with these other studies to better understand the regional groundwater flow systems and hydrologic systems.

IV. SCOPE OF SERVICES



	Document No. A11PG00046	Document Title IAA USGS Snake Valley	Page 7 of 11
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The scope of services in this agreement shall be for BIA to make funds available to the USGS so the re-assessment of the Tribe's water resources can be accomplished by the USGS within the desired time frame.

V. RESPONSIBILITIES

A. USGS will:

1. Manage the study by the development, and coordination of field activities. Compile and analyze data. Present the study results in a USGS Scientific Investigations Report.
2. Conduct an inventory (compilation of well depth and completion data) of wells located on the Reservation and in the surrounding area.
3. Measure water levels, where possible, for wells on the Reservation and the surrounding area. If sufficient data is collected, will construct a potentiometric map showing the water levels of the alluvial and carbonate-aquifer system in the area.
4. Estimate the groundwater recharge for the southern end of the basin which encompasses the Reservation and surrounding area. The recharge estimates will be based on the Basin Characterization Model (BCM). The BCM method will provide an estimate of the spatial variability of recharge for comparison to previously published estimates for the area.
5. Collect water-quality samples and environmental tracers from selected wells and springs on the Reservation and surrounding area. The proposed geochemical and environmental tracer sampling would include up to 10 groundwater sites. Obtain laboratory analysis of the water samples.

B. BIA will:

1. Monitor the agreement and the progress of the proposed work.
2. Review all interim and final reports produced by the USGS.
3. Provide background data and information to ensure progress on the field investigation and report preparation and completion.
4. Meet or confer with USGS to review and discuss any matters arising from this agreement.

VI. PARTICIPANTS

The following individuals are designated as the principal contacts for each party to this agreement:

A. USGS

1. Finance: Mr. Randy Miles, Administrative Officer, Utah Water Science Center, 2329 W. Orton Circle, Salt Lake City, UT, 84119; (801) 908-5058(t); (801) 908-5001 (f); E-mail: rjmiles@usgs.gov
2. Program: Mr. David D. Susong, Supervisory Hydrologist, Utah Water Science Center, 2329 W. Orton Circle, Salt Lake City, UT, 84119; (801) 908-5062 (t); (801) 908-5001 (f); E-mail: ddsusong@usgs.gov
3. Contracts: Mr. Randy Miles, Administrative Officer, Utah Water Science Center, 2329 W. Orton Circle, Salt Lake City, UT, 84119; (801) 908-5062 (t); (801) 908-5001 (f); E-mail: rjmiles@usgs.gov

B. BIA

1. Finance: Ms. Eunice Clah-Netson, Regional Accounting Officer, Western Regional Office, Bureau of Indian Affairs, 2600 N. Central Avenue, 4th floor, (602) 379-3677(t); (602) 379-6460(f). E-mail: eunice.clah-netson@bia.gov

	Document No. A11PG00046	Document Title IAA USGS Snake Valley	Page 8 of 11
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2. Program: Ms. Catherine Wilson, Supervisory Water Rights Specialist, or Raymond Roessel, Hydrologist, Western Regional Office, Bureau of Indian Affairs, 2600 N. Central Avenue, 4th floor, mailstop 460, Phoenix, AZ. 85004 (602) 379-6789(t); (602) 379-6835(f). E-mail: catherine.wilson@bia.gov and raymond.roessel@bia.gov

3. Contracts: Ms. Renee Holly, Regional Contracting Officer, Western Regional Office, Bureau of Indian Affairs, 2600 N. Central Avenue, 4th floor, mailstop 210, Phoenix, AZ, 85004, (602) 379-6760(t); (602) 379-6763(f), E-mail: renee.holly@bia.gov

VII. PAYMENT AND BILLING

A. Funding - BIA will obligate funds to this agreement as described in Section VII.C. below.

B. Billing and Payment Procedures - Fund reimbursement to USGS from BIA for services under this agreement will be completed through the U.S. Treasury, Intra-Governmental Payment and Collection System (IPAC). To ensure timely reimbursement to USGS, the following procedures will be:

1. USGS will submit its billing quarterly through its standard automated IPAC system to the BIA Finance Point of Contact identified above.

2. USGS will provide the following in the Description Section on each IPAC Billing Form:

a. BIA Agency Location Code: 14-20-0699; BIA DUNS: 094519816

b. USGS Agency Location Code: 14-08-0001; USGS DUNS: 133505763

c. Interagency Agreement Number A11PG00046.

d. BIA FFS Accounting Line(s) to which the bill is applied;

e. BIA Contact Person - Ms. Eunice Clah-Netson, Regional Accounting Officer (602) 379-3677 (t); USGS Contact Person - Mr. Randy Miles (801) 908-5058 (t).

f. A copy of the invoice documentation upon which billing is requested.

C. Upon execution of this agreement, BIA will make the following obligation to this agreement:

Line 001 - 1100461-11/12-R3120 253G \$140,000
Treasury Account Symbol: 14-10/11-2100

The purpose of this obligation is to conduct activities that will help assess the water resources of the Confederated Tribes of the Goshute Reservation.

VIII. TERMS OF AGREEMENT

A. Modification

1. Either party may initiate modifications within the scope of this agreement. Proposed amendments must be submitted to the other party not less than thirty (30) days prior to the desired implementation date and must be agreed to and approved in writing by both parties. All modifications shall be made by mutual consent of both parties by written modification, which shall be signed and dated by both parties.

2. Any changes to the provisions of this agreement will be made in writing via a formal modification to this agreement signed by the BIA Contracting Officer and the appropriate USGS official. Modifications will cite the Interagency Agreement identification and shall set forth the exact nature of the change and/or modification.

	Document No. A11PG00046	Document Title IAA USGS Snake Valley	Page 9 of 11
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3. No verbal statement by any person, and no written statement by anyone other than the principal contacts or authorized representatives acting within the scope of this authority, will be interpreted as modifying or otherwise affecting this agreement.

B. Term of Agreement

This agreement shall be effective upon the date of execution by the BIA and shall remain in effect through September 30, 2012, unless cancelled or extended by mutual written agreement of the parties.

C. Termination

This agreement may be terminated or suspended in whole or in part for a definite or indefinite period by either party by providing a written notice of termination or suspension at least thirty (30) calendar days prior to intended termination or suspension. In the event of termination or suspension by either party, the cost incurred for work prior to termination or suspension will be mutually agreed to and reimbursed as provided in subparagraph D below.

D. Disputes and Mediation

Pursuant to 48 CFR §17.504(c), the parties agree that in the event of a dispute between the BIA and USGS the following procedure will be employed. The parties will first attempt to resolve the dispute informally. If this procedure fails, then the attorneys for the parties will review the matter, meet personally or by telephone, and attempt to resolve the matter and make a unified recommendation to their respective client agencies, if possible. If the dispute is still unresolved, the dispute will be referred to a mutually acceptable third party for mediation and resolution. If neither client agency can agree upon a proposed option, then the third party will make a final decision which will be binding on both client agencies which are parties to the agreement. In the event a third party is used for mediation, the two parties to this agreement shall equally share the cost of the third party.

E. Obligations

Nothing herein shall be considered as obligating either party to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

F. Policy

All procurement actions taken in regard to major acquisitions and simplified acquisitions by USGS as a result of this agreement shall be in accordance with established policies and procedures as supplemented by Appropriation funding and legislation governing Federal procurement activities. It is further understood that services and policy guidance not specifically addressed in this agreement shall remain unchanged.

G. Indirect Costs

There are no indirect costs to be charged or collected under this agreement.

H. Dissemination

The parties agree that they shall take appropriate measures to protect proprietary, privileged or otherwise confidential information that may come into their possession as a result of this agreement. Copies of this agreement will be distributed by each agency to their respective appropriate offices.

I. Interpretations of this Agreement

All requests for interpretations of this agreement will be made in writing to the BIA Contracting Officer.

Document No A11P00016	Document Title IAA USGS Snake Valley	Page 10 of 11
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J. Contractual Arrangements

BIA and USGS shall confer regularly, and a minimum of at least once annually, on the scope of work and the technical and professional requirements needed to accomplish the activities under this agreement.

K. Roll Over of All Unexpended Funds Associated with this Agreement

All unexpended funds remaining in the account associated with this agreement shall be carried over into the next Fiscal Year for projects associated with this agreement. In the event this agreement is terminated or lapses, all remaining funds will be returned to BIA.

L. Communication and Cooperation

In order to ensure proper coordination, USGS personnel and BIA personnel shall inform each other as necessary of the schedule travel and leave of all essential personnel associated with the project(s). An atmosphere of open communication is essential for the timely accomplishment of the project. This agreement shall not preclude the informal interchange of information between individuals of the agencies nor participation in other meetings involving the interest of either agency.

M. Severability Clause


In the event any clause in this agreement is determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this agreement.

IN ACCEPTANCE AND APPROVAL

The undersigned agree to the terms and conditions of this Interagency Agreement, which defines the Responsibilities of USGS and BIA. The terms set forth in this agreement constitute the sole understanding by and between the parties hereto. It is provided any and all prior agreements, understandings, or representations whether oral or written.

ACCEPTANCE

Servicing Agency

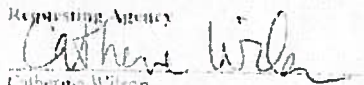

Patrick Lambert, Director
USGS Utah Water Science Center

8/12/11

Date

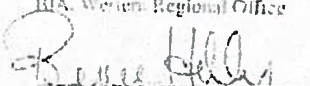
APPROVAL

Requesting Agency


Catherine Wilson
Supervisory Water Rights Specialist
BIA, Western Regional Office

8/12/11

Date


Renee Helle, Contracting Officer
BIA, Western Regional Office

8/12/11

Date