

RESOLUTION NO. 1405

RESOLUTION APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND THE UNITED STATES GEOLOGIC SURVEY (USGS) IOWA WATER SCIENCE CENTER FOR WATER RESOURCES INVESTIGATIONS.

WHEREAS, the USGS Iowa Water Science Center has installed two streamgages and two raingages in the Wapsinonoc Creek watershed; and

WHEREAS, the streamgages and raingages provide real-time information, allowing city officials and residents to view current levels in the creek and rainfall data at multiple locations to be better prepared for the possibility of flooding; and

WHEREAS, these gages are intended to provide data that can be used for future flood inundation modeling; and

WHEREAS, these monitoring locations would then assist city officials in implementing flood mitigation practices; and

WHEREAS, a set of scenarios will be defined by the City of West Branch along with future National Park Service flood mitigation plans to evaluate best management practices to mitigate future flooding of West Branch; and

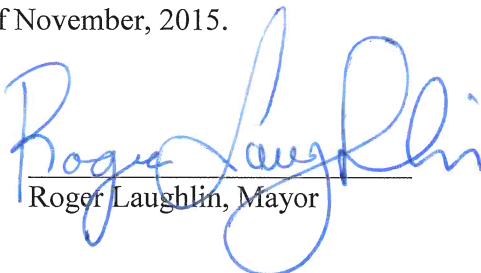
WHEREAS, a joint funding agreement for monitoring has been provided to the City of West Branch by the USGS Iowa Water Science Center; and

WHEREAS, the City of West Branch would pay \$13,740 annually for the services under this agreement; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned joint funding agreement between the City of West Branch and the United States Geologic Survey (USGS) Iowa Water Science Center for water resources investigations is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 30th day of November, 2015.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR WATER RESOURCES INVESTIGATIONS**

Customer No: 6000004586  
Agreement No: 16MWWIA000000032  
Project No: NP0090L  
TIN #: 42-6005357

Fixed Cost Agreement  Yes  No

This agreement is entered into as of the **1st day of January 2016** by the U.S. Geological Survey, U.S. Department of the Interior, party of the first part, and the **City of West Branch, Iowa**, 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 the **installation, operation, and maintenance of the USGS streamgaging and precipitation stations in the Wapsinonoc Creek watershed**, hereinafter 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) **\$ 9,460.00** by the party of the first part during the period **January 1, 2016 to December 31, 2016**
  - (b) **\$ 13,740.00** by the party of the second part during the period **January 1, 2016 to December 31, 2016**
  - (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: N/A
  - (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 ensure 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 **annually in January 2016**. 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.).

USGS Point of Contact  
 Name: Jon Nania  
 Address: 400 South Clinton St. Rm 269  
Iowa City, IA 52240  
 Phone: 319-358-3655  
 Email: jfnania@usgs.gov

By [Signature] Date 11/5/15  
 Name: Kevin Richards  
 Title: Center Director

By [Signature] Date 11/3/15  
 Name: Jon Nania  
 Title: Data Chief

Customer Point of Contact  
 Name: Matt Muckler - City Administrator  
 Address: City of West Branch  
PO Box 218 110 N. Poplar St  
 Phone: 319-643-5888  
 Email: matt@westbranchiowa.org

By [Signature] Date 11-30-15  
 Name: MAYOR  
 Title: [Signature]

By [Signature] Date 12/1/15  
 Name: [Signature]  
 Title: CITY ADMINISTRATOR/CLERK