

RESOLUTION NO. 1541

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

WHEREAS, the USGS Iowa Water Science Center proposes to install two streamgages and two raingages in the Wapsinoc Creek watershed; and

WHEREAS, the streamgages and raingages will 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

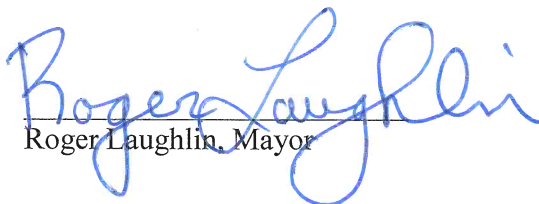
WHEREAS, a joint funding agreement for monitoring has been provided to the City of West Branch by the USGS Iowa Water Science Center; and

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 stormwater monitoring is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 28th day of November, 2016.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk

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

Customer No: 6000004586
Agreement No: 16MWWIA000000032
Project No: NP009OL

RESOURCES INVESTIGATIONS

Fixed Cost Agreement Yes No
TIN #: 42-6005357

*USGS TO send
new agreement*

This agreement is entered into on 17 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 the program shall be maintained in cooperation with the appropriations and in accordance with their respective authorities there shall be **maintenance of the USGS streamgaging and precipitation stations in the Wapsinonoc Creek watershed**. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amount of USGS shall be 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, 2017 to December 31, 2017**
FY17 \$7,095.00 FY18 \$2,365.00
- (b) **\$ 13,740.00** by the party of the second part during the period **January 1, 2017 to December 31, 2017**
FY17 \$10,305.00 FY18 \$3,435.00
- (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 2017**. 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		Customer Point of Contact	
Name:	Jon Nania	Name:	Matt Muckler - City Administrator
Address:	400 South Clinton St. Rm 269 Iowa City, IA 52240	Address:	City of West Branch PO Box 218 110 N. Poplar St
Phone:	319-358-3655	Phone:	319-643-5888
Email:	jfnania@usgs.gov	Email:	matt@westbranchiowa.org

By _____ Date _____	By _____ Date _____
Name: Kevin Richards	Name: _____
Title: Center Director	Title: _____
By _____ Date _____	By _____ Date _____
Name: Jon Nania	Name: _____
Title: Data Chief	Title: _____