

**RESOLUTION 2063**

**APPROVE THE ANNUAL AGREEMENT IN THE AMOUNT OF \$8,640 WITH THE U.S. GEOLOGICAL SURVEY FOR THE ONGOING OPERATION AND MAINTENANCE OF THE STREAMFLOW GAGING LOCATED ON THE WAPSINONOC CREEK AT COLLEGE STREET.**

**WHEREAS**, the USGS Iowa Water Science Center proposes to continue streamgage monitoring in the Wapsinonoc Creek watershed at the College Street Bridge; and

**WHEREAS**, the streamgage provides real-time information, allowing city officials and residents to view current levels in the creek 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**, the monitoring location will continue to assist city officials in implementing flood mitigation practices; and

**WHEREAS**, a joint funding agreement for monitoring has been provided to the City of West Branch by the USGS Iowa Water Science Center for the time period beginning January 1, 2022 through December 31, 2022; and

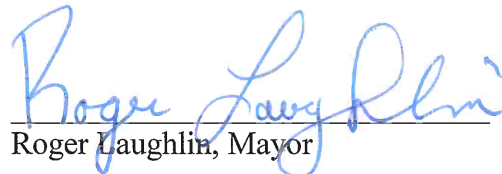
**WHEREAS**, the City of West Branch would pay \$8,640 annually for the services under this agreement; and

**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 20th day of December, 2021.**

  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk

Form 9-1366  
(May 2018)

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

Customer #: 6000004586  
Agreement #: 22NEJFA126  
Project #: NE009KT  
TIN #: 42-6005357

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the January 1, 2022, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of West Branch 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 operation and maintenance of one streamflow-gaging station located on WB Wapsinonoc Creek on College Street in West Branch, Iowa**, 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) \$5,760 by the party of the first part during the period January 1, 2022 to December 31, 2022
- (b) \$8,640 by the party of the second part during the period January 1, 2022 to December 31, 2022
- (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>).

U.S. Department of the Interior  
U.S. Geological Survey  
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TIN #: 42-6005357

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: Jon Nania  
Supervisory Hydrologist  
Address: 400 S Clinton St Rm 269  
Iowa City, IA 52240  
Telephone: (319) 358-3655  
Fax: (319) 358-3606  
Email: jfnania@usgs.gov

**Customer Technical Point of Contact**

Name: Adam Kofoed  
City Administrator  
Address: PO Box 218 110 N. Poplar St  
West Branch, IA 52358  
Telephone: (319) 643-5888  
Fax: (319) 643-2305  
Email: adam@westbranchiowa.org

**USGS Billing Point of Contact**

Name: Alex Arduser  
Budget Analyst  
Address: 400 S Clinton St Rm 269  
Iowa City, IA 52240  
Telephone: (319) 358-3656  
Fax: (319) 358-3606  
Email: aarduser@usgs.gov

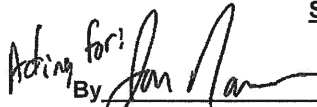
**Customer Billing Point of Contact**

Name: ~~Leslie Erik~~ Heidi Van Auken  
Deputy City Clerk  
Address: PO Box 218 110 N. Poplar  
West Branch, IA 52358  
Telephone: (319) 648-5888  
Fax: (319) 643-2305  
Email: ~~leslie~~@westbranchiowa.org  
heidi


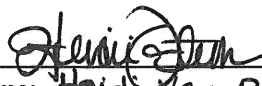
U.S. Geological Survey  
United States  
Department of Interior

City of West Branch

Signature

Acting for:   
By \_\_\_\_\_ Date: 12/14/2021  
Name: Amy Beussink  
Title: Director, Central Midwest WSC

Signatures

By  Date: 12-21-2021  
Name: Adam Kofoed  
Title: City Administrator  
By  Date: 12-21-2021  
Name: Heidi Van Auken  
Title: Finance Officer

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

City of West Branch  
Attachment for 22NEJFA126  
1/1/2022 to 12/31/2022

**SURFACE WATER**

<b>SITE NUMBER &amp; DESCRIPTION</b>	<b>FUNDS</b>		
	<b>USGS</b>	<b>COOP</b>	<b>TOTAL</b>
0546494170 WB Wapsinoc Cr at College St at West Branch, IA Full Range Streamflow Station	\$5,760	\$8,640	\$14,400
	<b>Total: \$5,760</b>	<b>\$8,640</b>	<b>\$14,400</b>
	<b>GRAND TOTAL: \$5,760</b>	<b>\$8,640</b>	<b>\$14,400</b>