

RESOLUTION 2022-115

APPROVE THE ANNUAL AGREEMENT IN THE AMOUNT OF \$9,040 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, 2023 through December 31, 2023; and

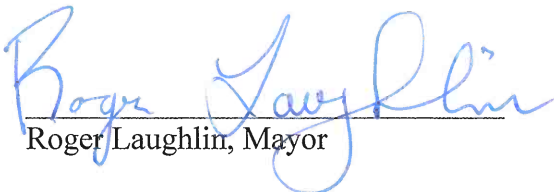
WHEREAS, the City of West Branch would pay \$9,040 annually for the services under this agreement; and

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 19th day of December, 2022.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI ILLINOIS IOWA
1400 Independence Rd. MS100 405 N. Goodwin Ave. 400 S. Clinton St. Rm 269
Rolla, MO 65401 Urbana, IL 61801 Iowa City, IA 52240

December 6, 2022

Adam Kofoed
City Administrator
City of West Branch
PO Box 218 110 N. Poplar St
West Branch, IA 52358

Dear Mr. Kofoed:

Attached is our standard joint-funding agreement for the operation and maintenance of one streamflow-gaging station located on WB Wapsinonoc Creek on College Street in West Branch, Iowa, for the period January 1, 2023 through December 31, 2023, in the amount of \$9,040 from your agency. U.S. Geological Survey contributions for this agreement are \$5,760 for a combined total of \$14,800. Please sign and return a copy Julie A. Asher via e-mail.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 1, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania by phone number (319) 358-3655 or email jfnania@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 Julie Asher at phone number (573) 308-3558 or email at jasher@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,

Jon F. Nania
Deputy Director, Central Midwest WSC

Enclosure
23NEJFA126

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 #: 23NEJFA126
Project #: NE009KT
TIN #: 42-6005357

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2023, 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, 2023 to December 31, 2023
- (b) \$9,040 by the party of the second part during the period
January 1, 2023 to December 31, 2023
- (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>).

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 #: 23NEJFA126
Project #: NE009KT
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:
Email: adam@westbranchiowa.org

USGS Billing Point of Contact

Name: Julie Asher
Administrative Officer
Address: 1400 Independence Road
Rolla, MO 65401
Telephone: (573) 308-3558
Fax: (573) 308-3645
Email: jasher@usgs.gov

Customer Billing Point of Contact

Name: Leslie Brick
~~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

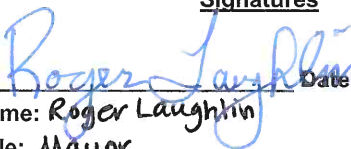
U.S. Geological Survey
United States
Department of Interior


City of West Branch

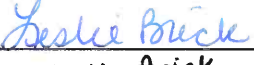
Signature

By  Date: 12/6/2022
Acting for: Name: Amy Beussink
Title: Director, Central Midwest WSC

Signatures

By  Date: 12-19-22
Name: Roger Laughlin
Title: Mayor

By  Date: 12-20-2022
Name: Adam Kofoed
Title: City Administrator

By  Date: 12-20-22
Name: Leslie Brick
Title: City Clerk