

RESOLUTION 2024-130

APPROVE THE ANNUAL AGREEMENT IN THE AMOUNT OF \$10,540 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 stream gage monitoring in the Wapsinonoc Creek watershed at the College Street Bridge; and

WHEREAS, the stream gage 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, 2025 through December 31, 2025; and

WHEREAS, the City of West Branch would pay \$10,540 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.

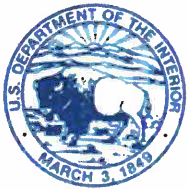
Passed and approved this 2nd day of December, 2024.


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

1028 S. Bishop Ave., PMB 206
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

November 19, 2024

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

Dear Mr. Kofoed:

Enclosed is our standard joint-funding agreement 25NEJFA126 between the U.S. Geological Survey Central Midwest Water Science Center and City of West Branch for the operation and maintenance of one streamflow-gaging station located on the WB Wapsinoc Creek on College Street in West Branch, Iowa, during the period January 1, 2025 through December 31, 2025 in the amount of \$10,540 from your agency. U.S. Geological Survey contributions for this agreement are \$5,760 for a combined total of \$16,300. Please sign and return one fully-executed original to Amy Williams at akwilliams@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania at (319) 430-6974 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 Amy Williams at phone number (217) 328-9748 or akwilliams@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 Nania
Deputy Director, Central Midwest WSC

Enclosure
25NEJFA126

Form 9-1366
(May 2018)

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

Customer #: 600004586
Agreement #: 25NEJFA126
Project #: NE009KT
TIN #: 42-6005357

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of January 1, 2025, 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 for the operation and maintenance of one streamflow-gaging station located on the 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, 2025 to December 31, 2025
- (b) \$10,540 by the party of the second part during the period January 1, 2025 to December 31, 2025
- (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/office-of-science-quality-and-integrity/fundamental-science-practices>).

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

Customer #: 6000004586
Agreement #: 25NEJFA126
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
Deputy Director for Operations - Central
Midwest Water Science Center
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 430-6974
Fax: (217) 328-9770
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: (n/a)
Email: adam@westbranchiowa.org

USGS Billing Point of Contact

Name: Amy Williams
Budget Analyst
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9748
Fax: (217) 328-9770
Email: akwilliams@usgs.gov


Customer Billing Point of Contact

Name: Leslie Brick
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

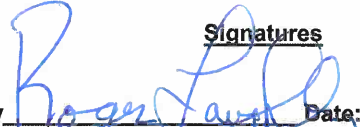
U.S. Geological Survey
United States
Department of Interior


City of West Branch

Signature

By  Digitally signed by JON NANIA
Date: 2024.11.19
16:57:48 -0600 Date: 11/19/24
Name: Jon Nania acting for Amy Beussink
Title: Deputy Director, Central Midwest WSC

Signatures

By  Date: 12-2-24
Name: ROGER LAUGHLIN
Title: MAYOR

By  Date: 12/2/24
Name: Leslie Brick
Title: City Clerk

By  Date: 12/2/24
Name: Adam Kofoed
Title: City Administrator