

Stream Gage Agreement



United States Department of the Interior

U. S. GEOLOGICAL SURVEY

Iowa Water Science Center

P.O. Box 1230

Iowa City, Iowa 52244-1230

September 30, 2011

City of North Liberty
Tracey Mulcahey
PO Box 77
North Liberty, Iowa 52317

Dear Ms. Mulcahey;

Enclosed are two original copies of our Joint Funding Agreement for federal fiscal year 2012. This agreement is for the support, operation and maintenance of one streamgaging station on Muddy Creek. If this is acceptable, please sign both originals; return one signed original in the enclosed self-addressed envelope and retain the other for your records.

As per Federal regulations, work cannot be continued or started until we receive the signed agreement. Results of all work performed under this agreement will be available to the City of North Liberty and the U.S. Geological Survey for scientific analysis and publication. Work performed with funds from this agreement will be conducted on a fixed-cost basis. The City of North Liberty will be billed for their portion of this agreement. The estimated bill for this agreement will be \$2,240.00. Please note that there was no cost increase for FY12.

We appreciate your consideration of our cooperative program. If you have any questions about the work performed under this agreement, please contact Greg Nalley, Associate Director at 319-358-3630. Questions regarding the agreement's terms, billing period or other administrative concerns may be addressed to our Administrative Officer, Jeff Henningfield, at 319-358-3650.

A handwritten signature in black ink, appearing to read "Kevin Richards".

Kevin Richards
Director
USGS Iowa Water Science Center

Enclosures

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

Customer No: 6000001612
Agreement No: 12C4IA000000014
Project No: NP009OL
TIN #: 42-0926682
Fixed Cost Agreement Yes No

This agreement is entered into as of the **1st day of October, 2011** by the U.S. Geological Survey, U.S. Department of the Interior, party of the first part, and the **City of North Liberty**, 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 **continuing support, operation and maintenance of one streamgaging station on Muddy Creek**, 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) **\$ 1,495.00** by the party of the first part during the period **October 1, 2011 to September 30, 2012**

(b) **\$ 2,240.00** by the party of the second part during the period **October 1, 2011 to September 30, 2012**

(c) 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.

(d) 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 in January, 2012. 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: Greg Nalley
Address: PO Box 1230
Iowa City, IA 52240
Phone: 319-358-3630
Email: gmnalley@usgs.gov

Name: Tracey Mulcahey
Address: City of North Liberty
PO Box 77, North Liberty, Iowa 52317
Phone: 319-626-5700
Email: _____

By [Signature] Date 10-5-11
Name: Kevin Richards
Title: Center Director

By _____ Date _____
Name: Tracey Mulcahey
Title: City Clerk

By [Signature] Date 10-5-11
Name: Greg Nalley
Title: Associate Director

By _____ Date _____
Name: _____
Title: _____

Resolution No. 11-122

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF NORTH LIBERTY AND THE UNITED STATES GEOLOGICAL SURVEY TO JOINTLY FUND A STREAM GAGE STATION ON MUDDY CREEK.

WHEREAS, the City of North Liberty desires to participate in the implementation of a stream gaging station on Muddy Creek in cooperation with the City of Coralville and the City of Iowa City, and

WHEREAS, on November 14, 2006, the City of North Liberty agreed to participate in the implementation of the program and fund the maintenance cost for the next five years;

WHEREAS, the estimated annual cost of the gauge for the City is \$2,240 for the annual maintenance for the period of October 1, 2011 to September 30, 2012.

NOW, THEREFORE, BE IT RESOLVED by the North Liberty City Council that the City desires to participate in the funding of the ongoing maintenance of a stream gauge on Muddy Creek in cooperation with the City of Coralville and City of Iowa City.

Adopted at North Liberty, Iowa, this ____ day of _____, 20____.

CITY OF NORTH LIBERTY

By: _____
Thomas A. Salm, Mayor

Attest: _____
Tracey Mulcahey, City Clerk