

★ **Roll Call Number**
21-1424

Agenda Item Number
33

Date September 13, 2021

APPROVING AGREEMENT WITH THE U. S. GEOLOGICAL SURVEY, FOR THE OPERATION AND MAINTENANCE OF FIVE (5) STREAM GAGING STATIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That the attached Agreement, in the amount of \$54,720 between the City of Des Moines and the U.S. Geological Survey, which provides for the operation of the City's five (5) gaging stations, (63rd Street on Walnut Creek, Easton Boulevard on Four Mile Creek, Fleur Drive on the Raccoon River, 63rd Street on the Raccoon River, and 2nd Avenue on the Des Moines River), for which the City of Des Moines will contribute \$36,000, the City of West Des Moines will contribute \$11,520 and the Des Moines Water Works will contribute \$7,200 to cover budgeted costs for the period from October 1, 2021, to September 30, 2022, is hereby approved, and;

BE IT FURTHER RESOLVED the Mayor is authorized and directed to sign such Agreement and the City Clerk to attest to the Mayor's signature.

(Council Communication 21- 383)

Moved by Boesen adopt.

APPROVED AS TO FORM

Ann DiDonato
 Ann DiDonato
 Assistant City Attorney

Funding Source: Operating Budget, Flood Early Warning System Maintenance Fund, PW248425, page 219.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
VOSS	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
WESTERGAARD				✓
TOTAL	6			1

MOTION CARRIED APPROVED
J. M. Frankin Cownie Mayor

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

P. Kay Cmelik 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 #: 6000001159
Agreement #: 22NEJFA108
Project #: NE009KT
TIN #: 42-6004514

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, 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 Des Moines Stormwater Utilities 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 five streamgaging stations in Des Moines, IA**, 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) \$0 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$54,720 by the party of the second part during the period October 1, 2021 to September 30, 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>).

Form 9-1366
(May 2018)

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

Customer #: 6000001159
Agreement #: 22NEJFA108
Project #: NE009KT
TIN #: 42-6004514

9. Billing for this agreement will be rendered **quarterly**. 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: Dan Pritchard
Civil Engineer
Address: WRF Bldg 96 3000 Vandalia Road
Des Moines, IA 50317
Telephone: (515) 323-8163
Fax:
Email: dwpritchard@dmgov.org

USGS Billing Point of Contact

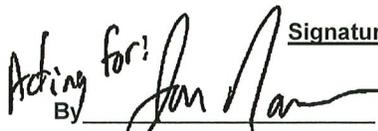
Name: Alex Arduser
Budget Analyst
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: aarduser@usgs.gov

Customer Billing Point of Contact

Name: Dan Pritchard
Civil Engineer
Address: WRF Bldg 96 3000 Vandalia Road
Des Moines, IA 50317
Telephone: (515) 323-8163
Fax:
Email: dwpritchard@dmgov.org

U.S. Geological Survey
United States
Department of Interior

City of Des Moines Stormwater Utilities

Acting for:  Signature
By _____ Date: 07/16/2021
Name: Amy Beussink
Title: Director, Central Midwest WSC

Signatures

By _____ Date: 9/13/21
Name: T.M. FRANKLIN COWART
Title: WRAPOR

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

City of Des Moines Stormwater Utilities

Attachment for 22NEJFA108

10/1/2021 to 9/30/2022

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS	
	USGS	COOP TOTAL
05482000 Des Moines River at 2nd Avenue at Des Moines, IA Full Range Streamflow Station		\$8,640 \$8,640
05484650 Raccoon River at 63rd Street at Des Moines, IA Full Range Streamflow Station		\$14,400 \$14,400
05484800 Walnut Creek at Des Moines, IA Full Range Streamflow Station		\$8,640 \$8,640
05484900 Raccoon River at Fleur Drive at Des Moines, IA Full Range Streamflow Station		\$14,400 \$14,400
05485640 Fourmile Creek at Des Moines, IA Full Range Streamflow Station		\$8,640 \$8,640
	Total:	\$54,720 \$54,720
	GRAND TOTAL:	\$54,720 \$54,720