

# **City of Scottsbluff, Nebraska**

**Monday, December 16, 2019**

**Regular Meeting**

## **Item Reports2**

**Council to discuss and consider action on the Streamgage Agreement between the U.S. Geological Survey, NE Water Science Center, U.S. Dept. of Interior and the City of Scottsbluff**

*for the operation, data processing, and storage of data for the stage-only streamgage at the North Platte River, Scottsbluff, NE and authorize the Mayor to sign the Agreement.*

Staff Contact: Mark Bohl, Public Works Director



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Water Resources Discipline  
Nebraska Water Science Center  
5231 South 19<sup>th</sup> Street  
Lincoln, NE 68512-1271

11-25-19

October 28, 2019

Mark Bohl  
City of Scottsbluff  
~~1105 3<sup>rd</sup> Avenue~~  
Scottsbluff, NE 69361

2525 Circle Drive

Dear Mr. Bohl:

Enclosed are two copies of Joint Funding Agreement No. 20NRJFA00240 for the operation of the streamgage at North Platte River at Scottsbluff, Nebraska. As shown on the enclosed summary of funding, the total amount of the agreement is \$3,200 or \$950 for the U.S. Geological Survey and \$2,250 for the City of Scottsbluff. Please sign both copies of the agreement and return one to this office as soon as possible. The second copy is for your records. Work cannot be continued until we receive the signed agreement.

Work performed with funds from this agreement will be conducted on a fixed-price basis under the authority of statute 43 USC 36C. Billings will be rendered annually in July 2020. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

For any questions concerning this agreement, please contact Jason Lambrecht at 402-328-4124.

Sincerely,

Jill Frankforter, Acting Director  
USGS Nebraska Water Science Center

3 Enclosures  
DUNS No. 949286512

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

Customer #: 6000004539  
Agreement #: 20NRJFA00240  
Project #: NR00GS1  
TIN #: 47-6006350

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF SCOTTSBLUFF, NE, 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, data processing, and storage of data for the stage-only streamgauge at North Platte River at Scottsbluff, NE**, 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) \$950 by the party of the first part during the period October 1, 2019 to September 30, 2020
  - (b) \$2,250 by the party of the second part during the period October 1, 2019 to September 30, 2020
  - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00  
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  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000004539  
Agreement #: 20NRJFA00240  
Project #: NR00GS1  
TIN #: 47-6006350

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: Jason Lambrecht  
Hydrologic Data Section Chief  
Address: 5231 South 19th  
Lincoln, NE 68512  
Telephone: (402) 328-4124  
Fax: (402) 328-4101  
Email: [jmlambre@usgs.gov](mailto:jmlambre@usgs.gov)

**Customer Technical Point of Contact**

Name: Mark Bohl  
Address: ~~1105 3rd Avenue~~ 2525 Circle Drive  
Scottsbluff, NE 69361  
Telephone: (308) 630-6256  
Fax:  
Email: [mbohl@scottsbluff.org](mailto:mbohl@scottsbluff.org)

**USGS Billing Point of Contact**

Name: Lisa Dietsch  
Administrative Officer  
Address: 5231 South 19th  
Lincoln, NE 68512  
Telephone: (402) 328-4116  
Fax: (402) 328-4101  
Email: [ldietsch@usgs.gov](mailto:ldietsch@usgs.gov)

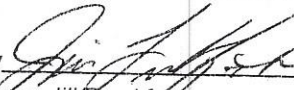
**Customer Billing Point of Contact**

Name: Mark Bohl  
Address: ~~1105 3rd Avenue~~ 2525 Circle Drive  
Scottsbluff, NE 69361  
Telephone: (308) 630-6256  
Fax:  
Email: [mbohl@scottsbluff.org](mailto:mbohl@scottsbluff.org)

U.S. Geological Survey  
United States  
Department of Interior

City of Scottsbluff, Nebraska

Signature

By  Date: 10/28/2019  
Name: Jill Frankforter  
Title: Acting Director

Signatures

Ely \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
Ely \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
Ely \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

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

Customer #: 600004539  
Agreement #: 20NRJFA00240  
Project #: NR00GS1  
TIN #: 47-6006350

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Nebraska Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF SCOTTSBLUFF, NE, 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, data processing, and storage of data for the stage-only streamgage at North Platte River at Scottsbluff, NE**, 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) \$950 by the party of the first part during the period  
October 1, 2019 to September 30, 2020

(b) \$2,250 by the party of the second part during the period  
October 1, 2019 to September 30, 2020

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

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  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000004539  
Agreement #: 20NRJFA00240  
Project #: NR00GS1  
TIN #: 47-6006350

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: Jason Lambrecht  
Hydrologic Data Section Chief  
Address: 5231 South 19th  
Lincoln, NE 68512  
Telephone: (402) 328-4124  
Fax: (402) 328-4101  
Email: jmlambre@usgs.gov

**Customer Technical Point of Contact**

Name: Mark Bohl  
Address: ~~1405 3rd Avenue~~ 2525 Circle Drive  
Scottsbluff, NE 69361  
Telephone: (308) 630-6256  
Fax:  
Email: [mbohl@scottsbluff.org](mailto:mbohl@scottsbluff.org)

**USGS Billing Point of Contact**

Name: Lisa Dietsch  
Administrative Officer  
Address: 5231 South 19th  
Lincoln, NE 68512  
Telephone: (402) 328-4116  
Fax: (402) 328-4101  
Email: [ldietsch@usgs.gov](mailto:ldietsch@usgs.gov)

**Customer Billing Point of Contact**

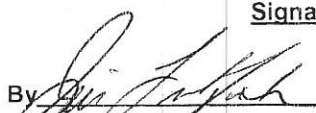
Name: Mark Bohl  
Address: ~~1405 3rd Avenue~~ 2525 Circle Drive  
Scottsbluff, NE 69361  
Telephone: (308) 630-6256  
Fax:  
Email: [mbohl@scottsbluff.org](mailto:mbohl@scottsbluff.org)

U.S. Geological Survey  
United States  
Department of Interior

City of Scottsbluff, Nebraska

Signature

Signatures

By  Date: 10/28/2019  
Name: Jill Frankforter  
Title: Acting Director

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

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

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



**Table 1.** Summary of proposed funding for the period October 1, 2019 -- September 30, 2020 for the operation of the stage-only streamgauge supported by the City of Scottsbluff, NE.

[CMF, USGS, Cooperative matching funds; Scottsbluff, City of Scottsbluff, NE; Gering, City of Gering, NE; USGS, U.S. Geological Survey]

Station number	Station name	Station funding				Total funding
		USGS CMF for Scottsbluff	Scottsbluff	USGS CMF for Gering	Gering	
06680500	North Platte River at Scottsbluff, Nebr.	\$950	\$2,250	\$950	\$2,250	\$6,400