

City of Scottsbluff, Nebraska

Monday, December 6, 2021

Regular Meeting

Item Reports3

Council to discuss and consider action on the Agreement for Continuing Contribution Under the Joint Funding Agreement for Water Resource Investigation and authorize the Mayor to sign the Agreement.

Staff Contact: Dustin Rief, City Manager

Agenda Statement

Meeting Date: December 20, 2021

AGENDA TITLE: USGS Stream Gauge Agreement

SUBMITTED BY DEPARTMENT/ORGANIZATION: Stormwater

PRESENTATION BY: Dustin Rief

SUMMARY EXPLANATION:

The stream gauge under the Avenue I bridge provides real-time water level data used to monitor flood risk for Scottsbluff, Gering, Terrytown and parts of the County. The United States Geological Survey (USGS) manages the gauge's data and maintenance through a Joint Funding Agreement (JFA). Since the gauge's data serves multiple communities, an agreement to JFA has been created to share the cost between the communities who benefit from the data.

BOARD/COMMISSION RECOMMENDATION:

The five parties above have reviewed and agreed to the terms created in both the JFA and Agreement. We ask the City Council to approve the agreement as the gauge is vital to the safety and response to flooding in all our communities.

STAFF RECOMMENDATION:

Stormwater recommends Council approve the agreement and have the Mayor sign after approval.

Resolution ☐ Ordinance ☐ **EXHIBITS**
Contract ☐ Minutes ☐ Plan/Map ☐

Please provide all visual presentation materials.

Flood inundation Map: <https://fim.wim.usgs.gov/fim/>

(A visual aid of what the gauge data creates and the impact of flooding)

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

**AGREEMENT FOR CONTINUING CONTRIBUTION UNDER THE JOINT FUNDING
AGREEMENT FOR WATER RESOURCE INVESTIGATION**

1. This Agreement is being entered into based on the provisions of the Nebraska Interlocal Cooperation Act, and to the extent not specified in this Agreement, the parties further state that no separate legal or administrative entity will be created pursuant to this Agreement. Existing agents of the respective parties will complete the terms of this Agreement.

2. This Agreement is entered into by and between Scotts Bluff County, Nebraska ("Scotts Bluff County"), the City of Gering, Nebraska ("Gering"), the City of Terrytown, Nebraska ("Terrytown") and the City of Scottsbluff, Nebraska ("Scottsbluff"). In light of the fact that the U.S. Department of Interior Geological Survey Joint Funding Agreement for Water Resource Investigation is limited and can only include two parties, the named parties herein designate the City of Gering to serve as the party of the second part under that Agreement.

3. Each year the US Department of Interior US Geological Survey requires a contribution related to the operation, data processing, and storage of data for the stage – only stream gauge at the North Platte River at Scottsbluff. A copy of the Fixed Cost Agreement is attached hereto as Exhibit "A".

4. Since the original Fixed Cost Agreement was entered into the parties have had to consider and approve, on a yearly basis, an Addendum to this Agreement for the purpose of allocation of costs for the program. This Agreement will now supersede the need for future Addendums under the Joint Funding Agreement. No Addendum will be required unless otherwise agreed by the parties hereto.

5. Scottsbluff County, Gering, Terrytown, and Scottsbluff now agree that they will share the Second Party costs for the operation, data processing and storage of data for the stage only Street edge at the North Platte River located at the Avenue I bridge in Scottsbluff. The parties to this agreement will pay Second Party Costs in an amount based on a percentage as follows:

City of Scottsbluff 38.5%

City of Gering 38.5%

City of Terrytown 11.5%

Scottsbluff County 11.5%

6. Scottsbluff County, the City of Scottsbluff, and the City of Terrytown will make their proportionate contributions to the City of Gering as a party of the Second Part to the original U.S. Department of Interior US Geological Survey Joint Funding Agreement. The full amount of the amount owed on an annual basis will be paid to the U.S. Department of Interior.

7. Scotts Bluff County, Terrytown, and the City of Scottsbluff agree that they will reimburse the City of Gering for their portion of the contributions under this Agreement within 30 days from the date of receiving an invoice from U.S. Department of Interior Geological Survey Joint Funding Agreement for Water Resource Investigation.

8. This Agreement will be ongoing from year-to-year until such time as all parties to this Agreement agree to discontinue this Agreement. When the request for payment is submitted on a yearly basis by the U.S. Department of Interior Geological Survey Joint Funding Agreement for Water Resource Investigation, there will not be an ongoing need to enter into a yearly Addendum.

CITY OF GERING

Attest:

Dated: _____, 2021

Mayor, City of Gering

City Clerk

CITY OF SCOTTSBLUFF

Attest:

Dated: _____, 2021

Mayor, City of Scottsbluff

City Clerk

CITY OF TERRYTOWN

Attest:

Dated: _____, 2021

Mayor, City of Terrytown

City Clerk

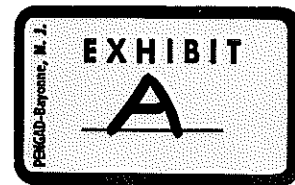
SCOTTS BLUFF COUNTY

Attest:

Dated: _____, 2021

Chairperson, Board of Commissioners

County Clerk



Form 9-1366
(May 2018)

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

Customer #: 6000004539
Agreement #: 21NRJFA00240
Project #: NR00GS1
TIN #: 47-6006198

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2020, 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 GERING, 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) \$1,910 by the party of the first part during the period
October 1, 2020 to September 30, 2021
- (b) \$4,550 by the party of the second part during the period
October 1, 2020 to September 30, 2021
- (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

Customer #: 6000007147
Agreement #: 21NRJFA00240
Project #: NR00GS1
TIN #: 47-6006198

Water Resource Investigations

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: Pat Heath
City Administrator
Address: 1025 P Street
Gering, NE 69341
Telephone: (308) 436-5096
Fax:
Email: pheath@gering.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

Customer Billing Point of Contact

Name: Pat Heath
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Address: 1025 P Street
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Email: pheath@gering.org

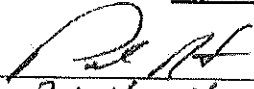
U.S. Geological Survey
United States
Department of Interior

City of Gering, Nebraska

Signature

JASON
By LAMBRECHT
Name: Jason Lambrecht
Title: Acting Director
Date: Digitally signed by
JASON LAMBRECHT
Date: 2021.01.07 09:45:01
+06'00'

Signatures

By  Date: 1/13/2021
Name: Pat Heath
Title: City Administrator

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**ADDENDUM FOR CONTRIBUTION UNDER THE
JOINT FUNDING AGREEMENT FOR WATER
RESOURCE INVESTIGATION**

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Scotts Bluff County, Gering, Terrytown and Scottsbluff now agree that they will share the second party costs for the operation, data processing and storage of data for the stage-only streamage at the North Platte River located at the Avenue I bridge in Scottsbluff. City of Gering will pay the amount set forth in paragraph 2 of the Agreement which totals \$4,550.00 for the 2020 - 2021 Joint Funding Agreement with the U.S. Department of Interior Geological Survey upon receipt of their invoice according to paragraph 9 of the Agreement.

Scotts Bluff County, Scottsbluff, and Terrytown will then make contribution to City of Gering as follows:

Scotts Bluff County - \$525.00

City of Scottsbluff - \$1,750.00

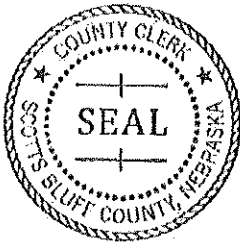
City of Terrytown - \$525.00

for a total of \$2,800.00. City of Gering shall also contribute the sum of \$1,750.00 for the total cost necessary for the field and analytical work of \$4,550.00.

Scotts Bluff County, Terrytown and Scottsbluff agree they will reimburse Scotts Bluff County for contribution under the Agreement within 30 days from the date of receiving an invoice from Scotts Bluff County.

Dated: 12-21-2020

Attest:

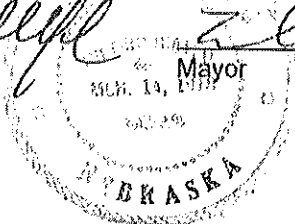


Shelly Sieder
County Clerk

Scotts Bluff County

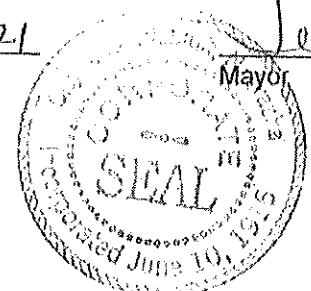
Karen Meyer
Chairperson, Board of Commissioners

Jan. 11, 2021
Dated: Kathy J. Ullrich City of Gering
Eric S. Kuykendall
Mayor
Attest:



Kathy J. Ullrich
City Clerk

City of Scottsbluff
Dated: Jan. 4, 2021
Leanne McKernigan
Mayor
Attest:



Kimberley Wright
City Clerk

City of Terrytown
Dated: January 7, 2021
Christoph Peralta
Mayor
Attest:

Jennifer McCreary
City Clerk

