

# REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN JOINT FUNDING AGREEMENT

PW031009-03

Date: 03/03/09

Project Name & Number:

CIP #:

Water Resources Investigation

**Project Description:** Operation and maintenance of selected gaging stations, and for various hydrologic investigations including hydrogeologic data collection and analysis, numerical modeling, storm water monitoring and continuation of paleoflood investigation for Rapid Creek.

**Entity:** U.S. Department of the Interior, U.S. Geological Survey

Original Contract Amount: \$138,000.00	Original Agreement Date: January 1, 2009	Original Completion Date: December 31, 2009	
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Addendum No:

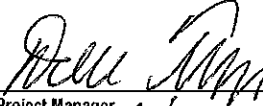
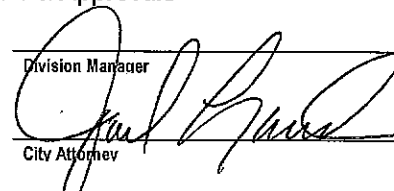

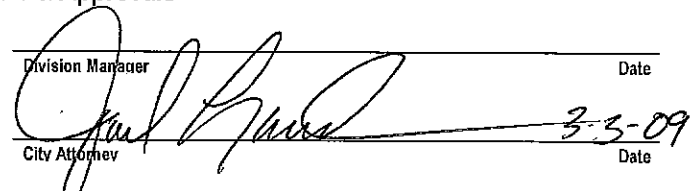
Amendment Description:

Current Contract Amount: \$138,000.00	Current Completion Date: _____
Change Requested: _____	
New Contract Amount: \$138,000.00	New Completion Date: _____

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$6,900.00	7072	4225	604	Quarterly Payments
\$131,100.00	933	4225	602	Quarterly Payments
\$138,000.00	<b>Total</b>			

**Agreement Review & Approvals**

 _____ Project Manager	3-3-09 _____ Date	 _____ Division Manager	_____ _____ Date
 _____ Department Director	3-3-09 _____ Date	 _____ City Attorney	3-3-09 _____ Date

**ROUTING INSTRUCTIONS**

Route two originals of the Agreement for review and signatures.  
 Finance Office - Retain one original  
 Project Manager - Retain second original for delivery to Consultant  
 cc: Public Works  
 Engineering  
 Project Manager

**FINANCE OFFICE USE ONLY**

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
3/5/09	JLS	(Y) N
Cash Flow		(Y) N

Form 9-1366  
(Oct. 2005)

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement**

Customer #: SD009  
Agreement #: 09C4SD864800030  
Project #: 86489ZR, 00113  
TIN #: 46-6000380  
Fixed Cost Agreement  Yes  No

Page 1 of 2

**FOR  
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 1st day of January, 2009, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Rapid City, South Dakota, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for operation and maintenance of selected gaging stations, and for various hydrologic investigations including hydrogeologic data collection and analysis, numerical modeling, storm water monitoring and continuation of paleoflood investigation for Rapid Creek, 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) includes In-Kind Services in the amount of \$0.00.

(a) \$134,550.00 by the party of the first part during the period  
January 1, 2009 to December 31, 2009

(b) \$138,000.00 by the party of the second part during the period  
January 1, 2009 to December 31, 2009

(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 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.

Form 9-1366  
continued

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement

Customer #: SD009  
Agreement #: 09C4SD864800030  
Project #: 86489ZR, 00113  
TIN #: 46-6000380

- 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 costs, 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 **quarterly**. 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).

U.S. Geological Survey  
United States  
Department of the Interior

City of Rapid City, SD

USGS Point of Contact

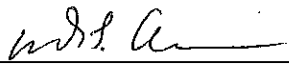
Customer Point of Contact

Name: Daniel G. Driscoll  
Address: 1608 Mt. View Road  
Rapid City, SD 57702  
USGS DUNS# 126301386  
Telephone: 605-394-3211  
Email: dgdrisco@ugs.gov

Name: Robert Ellis  
Address: 300 Sixth Street  
Rapid City, SD 57701-2724  
Telephone: 605-394-4154  
Email: robert.ellis@rcgov.org

Signatures

Signatures

By  Date 2/23/08  
Name: Mark T. Anderson  
Title: Director, SD Water Science Center

By \_\_\_\_\_ Date \_\_\_\_\_  
Name: Alan Hanks  
Title: Mayor, City of Rapid City, SD

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

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

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

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