

Introduced by:	Mayor
Date:	06/19/12
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2012-053**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A JOINT FUNDING
AGREEMENT WITH THE U.S. DEPARTMENT OF THE INTERIOR U.S.
GEOLOGICAL SURVEY TO COOPERATIVELY MAINTAIN THE STREAM RIVER
GAGES AND GAGING STATIONS**

WHEREAS, stream river gages and gaging stations are located on Grouse Creek near Seward, Snow River near Seward, Anchor River near Anchor Point, Kenai River at Cooper Landing, and Kenai River below Skilak Lake that provide valuable hydrological data collected for flood warning and flood forecasting purposes on the Kenai Peninsula; and

WHEREAS, the use of these gages has been jointly used by the borough and the U.S. Geological Survey (USGS) for several years and the most recent joint funding agreement expires June 30, 2012; and

WHEREAS, the proposed new agreement is for a one-year period from July 1, 2012, through June 30, 2013, with the borough paying \$91,562 and with the USGS paying \$54,054; and

WHEREAS, sufficient funds were appropriated for this agreement in the FY2013 annual budget; and

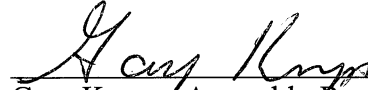
WHEREAS, the borough's best interests are served by entering into this agreement to assist in minimizing flood damage by providing early warning of impending flood hazards to property owners in low-lying areas;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the mayor is authorized to execute a joint funding agreement with the U.S. Department of the Interior U.S. Geological Survey substantially in the form of the accompanying agreement in which the borough contributes \$91,562 towards joint funding of costs of field maintenance and of analytic work using the above described stream gages.

SECTION 2. That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS
19TH DAY OF JUNE, 2012.**

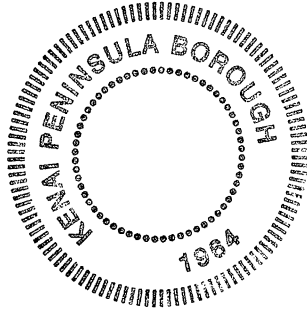


Gary Knopp, Assembly President

ATTEST:



Johni Blankenship, Borough Clerk



Yes: Haggerty, Johnson, McClure, Murphy, Pierce, Smalley, Smith, Tauriainen, Knopp
No: None
Absent: None

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

Customer #: TBD
Agreement #: TBD
Project #: TBD
TIN #: TBD
Fixed Cost Agreement ☒ Yes ☐ No

Page 1 of 2

**FOR
Alaska Science Center**

THIS AGREEMENT is entered into as of the 7th day of June, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the KENAI PENINSULA BOROUGH, 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 of flood warning and flood forecasting on the Kenai Peninsula, 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) \$54,259.00 by the party of the first part during the period
1 July 2012 to 30 June 2013

(b) \$91,562.00 by the party of the second part during the period
1 July 2012 to 30 June 2013

(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 #: TBD
Agreement #: TBD
Project #: TBD
TIN #: TBD

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**

Kenai Peninsula Borough

USGS Point of Contact

Name: Chad Smith
Address: Alaska Science Center
1209 Orca Street
Anchorage, AK 99501
Telephone: 907-786-7103
Email: cwsmith@usgs.gov

Customer Point of Contact

Name: Mike Navarre
Address: Kenai Peninsula Borough
144 North Binkley
Soldotna, AK 99669
Telephone: 907-XXX-XXXX
Email: XX@XXX.XXX

Signatures

By _____ Date _____
Name: Mark Shasby
Title: Director, Alaska Science Center

Signatures

By _____ Date _____
Name: Mike Navare
Title: Mayor, Kenai Peninsula Borough

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____