

RESOLUTION NO. 1296

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE US GEOLOGICAL SURVEY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A STREAM FLOW GAGING STATION IN BEAVER CREEK AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO RENEW THE AGREEMENT ON AN ANNUAL BASIS

WHEREAS, it was determined that the City could benefit from a stream flow gage in Beaver Creek to record historical changes in stream flow resulting from increased storm drainage release to the creek; and

WHEREAS, the United States Geological Survey, a federal agency, has a program through which it constructs and operates stream flow gaging stations in cost-sharing cooperation with local governments; and

WHEREAS, due to the significant savings of funds and resources that the USGS cooperative program offers, it was determined that the City should join this program for the construction of the aforementioned stream flow gaging station; and

WHEREAS, the intergovernmental agreement is renewable on an annual basis; and

WHEREAS, it was determined that this agreement does not need to be revisited by City Council every year prior to renewal.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

That the Mayor is authorized to enter into an intergovernmental agreement with the US Geological Survey for the construction, operation and maintenance of a stream flow gaging station in Beaver Creek and that the Director of Public Works is authorized to renew this agreement on an annual basis.

YEAS:	<u>7</u>
NAYS:	<u>0</u>
ABSTAINED:	<u>0</u>


Paul Thalhofer, Mayor

Dated: 1/31/97


George Martinez, City Recorder

Adopted: 1-28-97

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

FOR
WATER RESOURCE INVESTIGATIONS

THIS AGREEMENT is entered into as of the 1st day of January 1997 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Troutdale, Oregon, 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 a water resources data collection program for Beaver Creek at Troutdale, Oregon, hereinafter called the program.
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.
 - (a) \$8,220 by the party of the first part during the period January 1, 1997 to September 30, 1997
 - (b) \$8,220 by the party of the second part during the period January 1, 1997 to September 30, 1997
 - (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.
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.
9. Billing for this agreement will be rendered annually. 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 TROUTDALE, OREGON

By 

By _____

By 
(SIGNATURE & TITLE)

By _____

for Dennis D. Lynch, District Chief, Oregon