



Memorandum

January 11, 2012

To: General Assembly, City and Borough of Sitka
Via: Jim Dinley, Municipal Administrator
From: Christopher Brewton, Utility Director
Subject: **USGS Joint Funding Agreement No. 12WAAK000000005**

I request Assembly approval to enter into a multi-year Joint Funding Agreement with the U.S. Geological Survey (USGS) for continued operation of the streamflow gaging stations on Sawmill Creek. The previous Agreement was signed in October 2006 and expired in September 2011. The new agreement will have an effective period of January 16, 2012 through September 30, 2016. Please note this is a multi-year agreement but is paid on a quarterly basis.

The purpose of the streamflow gaging station is to monitor flows in Sawmill Creek to ensure we meet minimum flow requirements as mandated by the Blue Lake FERC license. Article 8 of the license specifically requires "The installation of gages, the rating of said stream or streams, and the determination of the flow thereof, shall be under the supervision of the United States Geological Service and...the Licensee shall advance to the United States Geological Survey the amount of funds estimated to be necessary for such supervision...". This is a mandatory 4(e) condition that we must meet to operate the Blue Lake hydro facility.

The previous funding agreement was \$219,300 with a contribution of \$62,500 from the USGS. The new funding agreement has increased to \$284,859 with a contribution of \$62,500 from the USGS.

Proposed Motion

I move to authorize the Municipal Administrator to execute Joint Funding Agreement No. 12WAAK000000005 on behalf of the Assembly of the City and Borough of Sitka.

Cc: Theresa Hillhouse, Municipal Attorney
Jay Sweeney, Finance Director

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

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Customer #: 6000001095
Agreement #: 12WAAK000000005
Project #: WB20CW2
TIN #: 92-0041183
Fixed Cost Agreement Yes No

FOR
Alaska Science Center

THIS AGREEMENT is entered into as of the 15th day of January, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City and Borough of Sitka, 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 hydrologic data collection of Sawmill Creek near Sitka, 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) \$62,500.00 by the party of the first part during the period
January 16, 2012 to September 30, 2016

(b) \$222,359.00 by the party of the second part during the period
January 16, 2012 to September 30, 2016

(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 #: 6000001095
Agreement #: 12WAAK000000005
Project #: WB20CW2
TIN #: 92-0041163

- 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

Electric Department
City and Borough of Sitka

USGS Point of Contact

Customer Point of Contact

Name: Dave Meyer
Address: Alaska Science Center
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Anchorage, AK 99508
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Sitka, AK 99835
Telephone: 907-747-1870
Email: chrisb@cityofsitka.com

Signatures

Signatures

By Mark S Shasby Date 12/21/11
Name: Mark Shasby
Title: Director, Alaska Science Center, USGS

By _____ Date _____
Name: Chris Brewton
Title: Electric Utility Director

By _____ Date _____
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