

RESOLUTION NO. 11715-08

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN JOINT FUNDING AGREEMENT FOR INVESTIGATION OF WATER RESOURCES BY AND BETWEEN THE U. S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 13TH DAY OF AUGUST, 2008.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Joint Funding Agreement for Investigation of Water Resources by and between the U. S. Geological Survey, United States Department of the Interior and the City of Newport News, Virginia, dated the 13th day of August, 2008.

2. That a copy of the said Agreement is attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON
SEPTEMBER 23, 2008

Mabel V. Washington, CMC
City Clerk

Joe S. Frank
Mayor

A true copy, teste:

City Clerk

Form 9-1366
(Oct. 2005)

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

Customer #: VA004
Agreement #: 09E4VA248200006
Project #: 2482-00100
TIN #: 54-6022059
Fixed Cost Agreement Yes No

**FOR
INVESTIGATION OF WATER RESOURCES**

THIS AGREEMENT is entered into as of the 13th day of August, 2008, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF NEWPORT NEWS, 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 an investigation of the water resources of the Chickahominy River and Cohoke Mill Creek, water temperature monitoring for Mattaponi River, and operation of two ground-water observation wells, 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 - .

(a) \$8,950.00 by the party of the first part during the period
October 1, 2008 to September 30, 2009

(b) \$30,210.00 by the party of the second part during the period
October 1, 2008 to September 30, 2009

USGS DUNS Number 137784646

- (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
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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 NEWPORT NEWS

USGS Point of Contact

Name: Shaun Wicklein
Address: 1730 East Parham Road
Richmond, VA 23228

Telephone: 804-261-2605
Email: smwickle@usgs.gov

Customer Point of Contact

Name: Ron Harris
Address: 700 Town Center Drive
Suite 400
Newport News, VA 23606
Telephone: 757-926-1097
Email: reharris@nngov.com

Signatures

By Mark R. Bennett Date 8/13/08
Name: Mark R. Bennett
Title: Director, USGS Virginia Water Science
Center

Signatures

By _____ Date _____
Name: Randy W. Hildebrandt
Title: City Manager

ATTEST:

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: Mabel V. Washington
Title: City Clerk

APPROVED AS TO FORM:

By _____ Date _____
Name: _____
Title: _____

By Stuart E. Katz Date _____
Name: Stuart E. Katz
Title: City Attorney