

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: USGS Joint Funding Agreement FY 2013

RESOLUTION # 12-297 **(Resolution must be attached!)**

Submitted By: Karen Kosky

Date Submitted: 10/31/2012

Examined By: Joseph Lulves
(Print Name)

[Signature]
(Signature)

11-5-12
(Date)

Post on Web: Yes No Attorney Initials [Initials]

Comments: (4) documents need signing.

Chairman Signed: Yes No Date: November 7, 2012

Document Returned To: Karen Kosky

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 297

**APPROVING AN ANNUAL OPERATIONS AND MAINTENANCE FEE
FOR STREAM AND RAIN GAGES, 2013**

WHEREAS, on October 13, 1998 the Kane County Board passed Ordinance No. 98-251 adopting the Kane County Stormwater Management Plan (the "Plan") pursuant to 55ILCS 5/5-1062, which established goals to "identify, protect, and improve floodplains, waterways, lakes, ponds, wetlands... in order to maximize the protection of public health, safety, and welfare, and identify and develop revenue sources to complete the goals and objectives..."; and

WHEREAS, the collection of stream flow and rainfall data is an integral part of planning flood mitigation activities, investigating water quality, and protecting and improving Kane County's water resources; and

WHEREAS, on May 12, 1998, the Kane County Board passed Resolution #98-129 authorizing the expenditure of funds to install, operate, and maintain stream and rain gages in cooperation with various state and federal agencies including the United States Geological Survey and the Illinois Department of Natural Resources; and

WHEREAS, the County has negotiated joint funding with the United States Geological Survey for the 2012/2013 operation, maintenance, and monitoring of said gages, for which the United States Geological Survey and Kane County will each pay approximately one-half the stated costs of the above mentioned work; and

WHEREAS, adequate funds to complete this commitment have been budgeted and exist in Fund 086, line item 50150 for the Kane County commitment of Fifty Thousand Three Hundred Forty Dollars (\$50,340.00).

NOW, THEREFORE BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized to enter into a contract with the USGS for the joint funding for the operation, maintenance, and monitoring of rain and stream gages in Kane County in an amount not to exceed Fifty Thousand Three Hundred Forty Dollars (\$50,340.00), to be paid from Fund 086, Line Item 50150. A copy of said contract shall be kept on file with the Kane County Auditor.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
420-670-680-50150	Contracts and Consulting	Yes	Yes	

Passed by the Kane County Board on October 9, 2012.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____
10StreamRainGages

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

Customer #: 6000001180
Agreement #: 13EMNE000000006
Project #: GC13NE000010000
TIN #: 36-6006585
Fixed Cost Agreement Yes No

**FOR
Water Resources Investigations**

THIS AGREEMENT is entered into as of the 3rd day of July, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Kane County Water Resources Division, 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 operation and maintenance of the headwater streamflow-gaging station on the Fox River at Montgomery, Illinois, 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) \$0.00 by the party of the first part during the period
October 1, 2012 to September 30, 2013

(b) \$13,100 by the party of the second part during the period
October 1, 2012 to September 30, 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 #: 6000001180
Agreement #: 13EMINE000000006
Project #: GC13NE000010000
TIN #: 36-6006585

- 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 **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

Kane County
Water Resources Division

USGS Point of Contact

Customer Point of Contact

Name: Gary Johnson
Address: 1201 West University Avenue
Suite 100
Urbana, Illinois 61801-2347
Telephone: 217.328.9720
Email: gjohnson@usgs.gov

Name: Paul M. Schuch
Address: 719 South Batavia Avenue
Geneva, Illinois 60134
Telephone: 630.232.3497
Email: schuchpaul@co.kane.il.us

Signatures

Signatures

By Douglas J. Yeskis Date 7/3/2012
Name: Douglas J. Yeskis
Title: Director, USGS Illinois Water Science Center

By Karen McConnaughay Date 11-7-2012
Name: Karen McConnaughay
Title: Chairman - Kane County

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

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

Customer #: 6000001180
Agreement #: 13EMNE000000006
Project #: GC13NE000010000
TIN #: 36-6006585
Fixed Cost Agreement Yes No

FOR
Water Resources Investigatins

THIS AGREEMENT is entered into as of the 3rd day of July, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Kane County Water Resources Division, 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 operation and maintenance of the headwater streamflow-gaging station on the Fox River at Montgomery, Illinois, 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) \$0.00 by the party of the first part during the period
October 1, 2012 to September 30, 2013

(b) \$13,100 by the party of the second part during the period
October 1, 2012 to September 30, 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 #: 6000001180
Agreement #: 13EMNE000000006
Project #: GC13NE000010000
TIN #: 36-6006585

- 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 **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

Kane County
Water Resources Division

USGS Point of Contact

Customer Point of Contact

Name: Gary Johnson
Address: 1201 West University Avenue
Suite 100
Urbana, Illinois 61801-2347
Telephone: 217.328.9720
Email: gjohnson@usgs.gov

Name: Paul M. Schuch
Address: 719 South Batavia Avenue
Geneva, Illinois 60134
Telephone: 630.232.3497
Email: schuchpaul@co.kane.il.us

Signatures

Signatures

By Douglas J. Yeskis Date 7/3/2012
Name: Douglas J. Yeskis
Title: Director, USGS Illinois Water Science Center

By Karen McConaughy Date 11-7-2012
Name: Karen McConaughy
Title: Chairman - Kane County

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

Agency1 Number	Station Name	Agency2	Funding Code	Federal Match	Coop Match	Unmatched	OFA	Federal	Total
Kane Co Water Resources Division									
05551540	Fox River at Montgomery		DCN	\$0	\$13,100	\$0	\$0	\$0	\$13,100
				\$0	\$13,100	\$0	\$0	\$0	\$13,100



United States Department of the Interior

U. S. GEOLOGICAL SURVEY
Illinois Water Science Center
1201 West University Avenue, Suite 100
Urbana, IL 61801-2347
(217) 328-8747
Fax: (217) 328-9770
www.il.water.usgs.gov

July 3, 2012

Mr. Paul M. Schuch, P.E.
Director, Water Resources Division
Kane County
Government Center, Building A
719 South Batavia Avenue
Geneva, Illinois 60134

Dear Mr. Schuch:

Enclosed are two originals of the Joint Funding Agreement (JFA) for the period October 1, 2012 through September 30, 2013 for the operation and maintenance of the headwater streamflow-gaging station on the Fox River at Montgomery, Illinois. We are pleased to inform you that Fiscal Year 2013 streamgage costs are not changing from Fiscal Year 2012 levels. The agreement provides for an expenditure of \$13,100 to be provided by Kane County Water Resource Division. Also enclosed is a table detailing the funding for this gage.

If you concur, please sign the JFAs and return one to this office as soon as possible for processing. Work cannot be continued or started until we receive the signed agreement. We appreciate your continued interest in the cooperative program. Should you have any questions, please contact Gary Johnson at (217) 328-9720.

Sincerely,

Douglas J. Yeskis
Director, USGS Illinois Water Science Center

Enclosure

