

RESOLUTION NO. 2004-231

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE TO
AUTHORIZE THE CITY MANAGER TO EXECUTE AND DELIVER THE JOINT
FUNDING AGREEMENT TO THE UNITED STATES GEOLOGICAL SURVEY, U.S.
DEPARTMENT OF THE INTERIOR**

WHEREAS, the City of Elk Grove desires to enter into a Joint Funding Agreement with the United States Geological Survey to operate and maintain the stream gaging station (11336585) on Laguna Creek.

NOW THEREFORE BE IT RESOLVED AND ORDERED, that the City Council of the City of Elk Grove authorizes the City Manager or his designee to sign the joint funding agreement with the United States Geological Survey, U.S. Department of the Interior.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 15th day of September 2004.



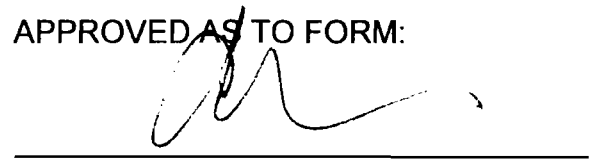
SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY MANZANETTI,
CITY ATTORNEY

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

Agreement No. 05W4CAD34500
Customer No. CA345
Project No.

WATER RESOURCES INVESTIGATIONS

TIN #: 94-3366854

THIS AGREEMENT is entered into as of the 1st day of November 2004 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the THE CITY OF ELK GROVE, 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 operation and maintenance at the streamgaging station Laguna Creek near Elk Grove, 11336585, 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) \$ 0.00 by the party of the first part during the period
November 1, 2004 to October 31, 2005
 - (b) \$ 17,600.00 by the party of the second part during the period
November 1, 2004 to October 31, 2005
 - (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 regulation 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 purpose 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, by end of agreement period. 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 ELK GROVE

By _____
(Signature and Title)

By _____
(Signature and Title)

By _____
Lawrence H. Smith, Acting District Chief
For Michael V. Shulters, District Chief

By _____
(Signature and Title)

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-231**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) **ss**
CITY OF ELK GROVE)

I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 15th day of September 2004 by the following vote:

AYES 5: COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 0: COUNCILMEMBERS:



A handwritten signature in cursive script, appearing to read "Peggy E. Jackson".

**Peggy E. Jackson, City Clerk
City of Elk Grove, California**