Exhibit A to Ordinance



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER ILLINOIS

MISSOURI 1400 Independence Rd. MS100 405 N. Goodwin Ave. Rolla, MO 65401

Urbana, IL 61801

400 S. Clinton St. Rm 269 Iowa City, IA 52240

September 15, 2023

Kara Starlin City of Lee's Summit 220 SE Green St. Lee's Summit, MO 64063

Dear Ms. Starlin:

Attached is our standard joint-funding agreement for the Precipitation-Based Flood Mapping and Data Analytics for the City of Lee's Summit, Missouri, for the period October 1, 2023, through September 30, 2025, in the amount of \$206,200 from your agency. U.S. Geological Survey contributions for this agreement are \$88,400 for a combined total of \$294,600. Please sign and return a copy to Julie A. Asher via e-mail.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by October 1, 2023. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jason High by phone number (816) 554-3489 or email jhigh@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Julie Asher at phone number (573) 308-3558 or email at jasher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Amy Beussink Director, Central Midwest WSC

Enclosure 24NEJFA227

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Form 9-1366 (May 2018) U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Customer #: 6000008480 Agreement #: 24NEJFA227 Project #: NE00DUC TIN #: 12490857

Water Resource Investigations

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Lee's Summit 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, **Precipitation-Based Flood Mapping and Data Analytics for the City of Lee's Summit, Missouri** (per attached proposal), 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) include In-Kind-Services in the amount of \$0.00.

(a) \$88,400 by the party of the first part during the period

October 1, 2023 to September 30, 2025

(b) \$206,200 by the party of the second part during the period

October 1, 2023 to September 30, 2025

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00.

Description of the USGS regional/national program:

- (d) 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.
- (e) 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.
- 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. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

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Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR Customer #: 6000008480 Agreement #: 24NEJFA227 Project #: NE00DUC TIN #: 12490857

Water Resource Investigations

9. Billing for this agreement will be rendered <u>quarterly</u>. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

	USGS Technical Point of Contact		Customer Technical Point of Contact
Name:	Jason High Physical Scientist	Name:	Kara Starlin
Address:	401 NW Capital Drive	Address:	220 SE Green St.
Telephone: Fax:	Lee's Summit, MO 64086 (816) 554-3489	Telephone: Fax:	Lee's Summit, MO 64063 (816) 969-1800
Email:	jhigh@usgs.gov	Email:	kara.starlin@cityofls.net
	USGS Billing Point of Contact		Customer Billing Point of Contact
Name:	Julie Asher Administrative Officer	Name:	Kara Starlin
Address:	1400 Independence Road Rolla, MO 65401	Address:	220 SE Green St. Lee's Summit, MO 64063
Telephone:	(573) 308-3558	Telephone:	(816) 969-1800
Fax: Email:	(573) 308-3645 jasher@usgs.gov	Fax: Email:	kara.starlin@cityofls.net
	U.S. Geological Survey United States Department of Interior		City of Lee's Summit
	<u>Signature</u>		<u>Signatures</u>
-	Date: <u>9/15/2023</u>	Ву	Date:
Name: Amy Beussink		Name:	
litle: Direct	or, Central Midwest WSC	Title:	
		Ву	Date:
		Name:	
		Title:	
		Ву	Date:
		Name:	
		Title:	