

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Sep 11, 2014

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Resolution authorizing the Mayor to enter into a Joint Funding Agreement with the U. S. Geological Survey for Water Resources Investigations, Project No. 65-14-DM35

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Joint Funding Agreement with the U. S. Geological Survey for Water Resources Investigations, Project No. 65-14-DM35

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Agreement is for the maintenance of fifteen (15) flood hydrograph stream gaging stations with data collection platforms in the Huntsville area. This agreement will be in effect from October 1, 2014 to September 30, 2015. The City of Huntsville's share of the funding is \$92,250.00 with the remainder to be funded by the United States Geological Survey. Account No. 23-6500-0308-8204

Associated Cost: \$92,250.00

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Kathy Martin

Date: 8/28/14

Handwritten initials: *LM* and *PK*

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **9/11/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Joint Funding Agreement**

Document Name: **USGS-Water Resources Investigation-Project No. 65-14-DM35**

City Obligation Amount: **\$92,250.00**

Total Project Budget: **\$92,250.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0308-8204**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
------------------------------	------------------------------

Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
------------------------------	--------------------

Department	Signature	Date
1) Originating	<i>Kathy Moore</i>	8/28/14
2) Legal	<i>Mary C. Cates</i>	8/29/14
3) Finance	<i>[Signature]</i>	8/29/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, the attached Joint Funding Agreement with the U. S. Geological Survey for Water Resources Investigations in the Huntsville, Alabama area during the period of October 1, 2014, to September 30, 2015. The City of Huntsville's share of the funding is NINETY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$92,250.00) with the remainder to be funded by the United States Geological Survey. Said agreement being substantially in words and figures similar to that document attached hereto and identified as "Joint Funding Agreement with the U. S. Geological Survey for Water Resources Investigations, Project No. 65-14-DM35" consisting of a total of two (2) pages and the date of September 11, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 11th day of September, 2014.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 11th day of September, 2014.

Mayor of the City of Huntsville,
Alabama

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

Customer #: 6000001110
Agreement #: 15ESAL000000035
Project #: 0010A
TIN #: 63-6001296
Fixed Cost Agreement YES

JOINT FUNDING AGREEMENT

FOR

Water Resources Investigations

THIS AGREEMENT is entered into as of the, 14th day of July, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Huntsville, 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 a program for the operation of 15 flood hydrograph streamflow gaging stations with rainfall gages and data-collection platforms in the Huntsville, Alabama area 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) by the party of the first part during the period

Amount	Date	to	Date
\$69,485.00	October 1, 2014		September 30, 2015
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$92,250.00	October 1, 2014		September 30, 2015

NOTE: The amount shown for 2(a) does not reflect \$22,765 (USGS Support Services)

 - (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.

**President of the City Council of the City
of Huntsville, AL
Date: September 11, 2014**

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 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 HUNTSVILLE

USGS Point of Contact

Customer Point of Contact

Name: Maurice W. Treece, Jr.
Address: 75 TechnaCenter Drive
Montgomery, AL 36117
Telephone: (334) 395-4126
Email: mwtreece@usgs.gov

Name: Mr. Shane Davis
Address: P.O. Box 308
Huntsville, AL 35804-0308
Telephone: (256) 427-5300
Email: shane.davis@huntsvilleal.gov

Signatures and Date

Signature:

Date:

Signature:

Date:

Name: Athena P. Clark

Title: Director

Athena P. Clark
July 14, 2014

Name:

Title:

Proposed Cooperative Water Program between City of Huntsville, Alabama and USGS for FY2015

October 1, 2014 to September 30, 2015					
USGS station number	Station name	Station Costs			
		Stream Gage	Rain gage	Total	
0357526200	Big Cove Creek at Dug Hill Road near Huntsville, AL	\$9,700	\$2,600	\$12,300	
03575272	Peavy Creek near Gurley, AL	9,700	2,600	12,300	
0357568650	Aldridge Creek at Toney Driver at Huntsville, AL	9,700	2,600	12,300	
03575700	Aldridge Creek at Sherwood Drive near Huntsville, AL	9,700	2,600	12,300	
03575700	Aldridge Creek near Farley, AL	9,700	2,600	12,300	
03575830	Indian Creek near Madison, AL	9,700	2,600	12,300	
0357586650	Fagan Creek at Adams Street at Huntsville, AL	9,700	2,600	12,300	
0357587090	West Fork Pinhook Creek at Blue Springs Road at Huntsville, AL	9,700	2,600	12,300	
0357587140	East Fork Pinhook Creek at Winchester Road at Huntsville, AL	9,700	2,600	12,300	
0357587400	Pinhook Creek at Mastin Lake Road at Huntsville, AL	9,700	2,600	12,300	
0357587728	Dallas Branch at Coleman Street in Huntsville, AL	9,700	2,600	12,300	
03575890	Pinhook Creek at Clinton Avenue at Huntsville, AL	9,700	2,600	12,300	
0357591500	Brogan Branch at Oakwood Avenue at Huntsville, AL	9,700	2,600	12,300	
03575950	Huntsville Spring Branch at Johnson Road near Huntsville, AL	9,700	2,600	12,300	
03575980	McDonald Creek at Patton Road near Huntsville, AL	9,700	2,600	12,300	
GRAND TOTALS		\$145,500	\$39,000	\$184,500	
Coop Agreement Totals					
City of Huntsville cost		\$92,250			
USGS cost		\$92,250			