

MEMORANDUM

October 11, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *Eric*
David Parker, City Engineer/CIP Executive

SUBJECT: **COF Contract No 2012-0173**
Annual Agreement with USGS for
Harpeth River Gauging Stations
Operations & Maintenance

Purpose

The purpose of this memo is to present to the Board of Mayor and Aldermen (BOMA) the proposed annual agreement with the United States Department of the Interior, U.S. Geological Survey (USGS) for the operations and maintenance of the Harpeth River Gauging Stations.

Background

For many years the City of Franklin and the USGS have entered into an agreement for the operations and maintenance of the two (2) Harpeth River stream gauging stations at Murfreesboro Road and just west of Franklin Road that monitor the river flows. The information from these two (2) stations is used to determine the discharge limits for the Franklin Water Reclamation Plant, the withdrawal rate for the Franklin Water Treatment Plant and for the historical records of the daily flows in the river.

Financial Impact

The total cost for operating the stations between October 1, 2012 and September 30, 2013 will be \$22,284. The City's portion of this cost will be \$14,460. The proposed cost to the City for the upcoming year FY 2013 is the same as the previous year. This cost is budgeted under Contractual Services in the Stormwater Fund.

Recommendation

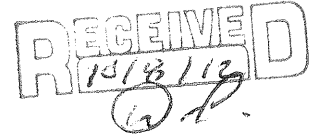
Approval of the Agreement with the USGS for the operations of the gauging stations at a cost to the City of \$14,460.00 is recommended.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Water Resources Division
640 Grassmere Park, Suite 100
Nashville, Tennessee 37211



September 28, 2012

Mr. David Parker, City Engineer
City of Franklin
109 3rd Avenue South
P.O. Box 305
Franklin, Tennessee 37065-0305

Dear Mr. Parker:

The current agreement between the City of Franklin and the U.S. Geological Survey for continuation of the operation of gaging stations expires on September 30, 2012. Enclosed for renewal are two copies of the Joint Funding Agreement for continuation of this project for the period of October 1, 2012 to September 30, 2013. The total cost for operating the gaging stations during this period will be \$22,284.00 with the City of Franklin's share remaining at \$14,460.00 and USGS Federal Matching Funds of \$7,824.00.

Please note that effective October 1, 2012, practices for overhead assessment of USGS cooperative matching dollars will change. In prior years, our Headquarters overhead assessments were taken from the Federal side of each agreement after signature. In the future these assessments will be made before funding is committed. This results in no change in the amount of the work performed by the Tennessee Water Science Center (TN WSC). It does, however, reduce (by 18.84%) the amount of USGS Cooperative matching funds shown on the agreement (JFA par nbr 2(a)). There will be no change in the assessment of the cooperator's contribution.

This agreement will be operated on a fixed price basis and will be billed quarterly. The results of work under this agreement will be available for publication by the U.S. Geological Survey. Upon acceptance, please return one signed copy of the Joint Funding Agreement to this office, addressed to the attention of Sheila Bernard, keeping one copy for your records.

We appreciate your cooperation in this program and look forward to a continuation of our relationship with the City of Franklin. If I can be of any assistance or if you need to discuss our current water resources investigation program, please call me at (615) 837-4701 or Sheila Bernard at (615) 837-4710 for billing questions.

Sincerely,

W. Scott Gain, Director
Tennessee Water Science Center

Form 9-1366
(Oct. 2005)

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

Customer #: TN022(6000000494)
Agreement #: 13ESTNGEML00002
Project #: GC12ML000010000
TIN #: 62-6000290
Fixed Cost Agreement Yes No

**FOR
Water Resources Investigations**

THIS AGREEMENT is entered into as of the 1st day of October, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Franklin, Tennessee, 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 For the operation and maintenance of two continuous streamflow gaging stations on the Harpeth River near Franklin, TN, 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 \$.

(a) \$7,824.00 by the party of the first part during the period
October 1, 2012 to September 30, 2013

(b) \$14,460.00 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 #: TN022(6000000494)
Agreement #: 13ESTNGEML00002
Project #: GC12ML000010000
TIN #: 62-6000290

- 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 Franklin

USGS Point of Contact


Customer Point of Contact

Name: Shannon D. Williams
Address: USGS, TN Water Science Center
640 Grassmere Park, Suite 100
Nashville TN 37211
Telephone: 615-837-4755 Fax:615-837-4799
Email: swilliam@usgs.gov

Name: David Parker
Address: City of Franklin
109 3rd Ave South PO Box 305
Franklin TN 37065
Telephone: 615-791 3218 Fax: 615-791-3293
Email:

Signatures

Signatures

By  Date 9/28/12
Name: W. Scott Gain
Title: TN Water Science Center Director

By _____ Date _____
Name: Dr. Ken Moore
Title: Mayor

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title: