



HISTORIC
FRANKLIN
TENNESSEE


09-09-14

ITEM #15
BOMA

MEMORANDUM

August 28, 2014

TO: Board of Mayor and Aldermen

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

SUBJECT: **CONSIDERATION OF JOINT FUNDING AGREEMENT (COF CONTRACT 2014-0232) WITH U.S. DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY FOR OPERATIONS AND MAINTENANCE OF HARPEATH RIVER GAUGING STATIONS IN THE AMOUNT OF \$14,460.00**

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, 2014 and September 30, 2015 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 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.

Form 9-1366
(Oct. 2005)

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

JOINT FUNDING AGREEMENT

FOR
Water Resources Investigations

COF Contract 2014-0232

Customer #: 6000000494(TN022)
Agreement #: 15ESTNGEML00059
Project #: GC15ML000010000
TIN #: 62-6000290
Fixed Cost Agreement YES

THIS AGREEMENT is entered into as of the, 1st day of October, 2014 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 maintainance of two continuous streamflow gaging stations of the Harpeth 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) by the party of the first part during the period

Amount	Date	to	Date
\$7,824.00	October 1, 2014		September 30, 2015
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$14,460.00	October 1, 2014		September 30, 2015
 - (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.

9-1366 (Continuation)


Customer #: 6000000494(TN022) Agreement #: 15ESTNGEML00059

COF Contract 2014-0232

- 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 <u>USGS Point of Contact</u>	City of Franklin <u>Customer Point of Contact</u>
Name: Shannon D. Williams Address: USGS, TN Water Science Center 640 Grassmere Park, Suite 100 Nashville, TN 37211 Telephone: 615-837-4755 Email: swillimas@usgs.gov	Name: David Parker Address: City of Franklin 109 3rd Ave. South PO Box 305 Franklin, TN 37065 Telephone: 615-791-3218 Email:

Signatures and Date

Signature:  Date: 8-18-14	Signature: _____ Date: _____
Name: W. Scott Gain Title: TN Water Science Center Director	Name: Ken Moore Title: Mayor

Approved as to form:

By: _____

Shauna R. Billingsley

City Attorney