

Huntsville, Alabama

305 Fountain Circle Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 9/25/2025 File ID: TMP-5820
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Department: Engineering

Subject: Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville, Alabama and U.S. Geological Survey for Water Resource Investigations, Project No. 71-25-DM02.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-516041-00000000-

City Cost Amount: \$133,575.00

Total Cost: \$194,400.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 □ District 2 □ District 3 □ District 4 □ District 5 □

Additional Comments:

Agreement is for the maintenance of fifteen (15) rainfall/runoff stream gaging stations with data collection platforms in the Huntsville area. This agreement will be in effect from October 1, 2025, to September 30, 2026. The City of Huntsville's share of the funding is \$133,575.00 with the remainder to be funded by the United States Geological Survey for a total contract amount of \$194,400.00.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Joint Funding Agreement between the City of Huntsville, Alabama and U.S. Geological Survey for Water Resource Investigations, Project No. 71-25-DM02, in the amount of ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$133,575.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama with said Agreement being substantially in words and figures similar to that document attached hereto and identified as "Joint Funding Agreement between the City of Huntsville, Alabama and U.S Geological Survey for Water Resource Investigations, Project No. 71-25-DM02," consisting of a total of two (2) pages and the date of September 25, 2025, 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 <u>25th</u> day of <u>September</u> , 2025.			
	President of the City Council of the City of Huntsville, Alabama		
APPROVED this the <u>25th</u> day of <u>September</u> , 2025.			
	Mayor of the City of Huntsville, Alabama		

Form 9-1366 (May 2018)

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

Water Resource Investigations

Customer #: 6000001110 Agreement #: 26MLJFAALDA037

Project #: ML009Z5 TIN #: 63-6001296

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, 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 the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of real-time precipitation and stream flow gages (see attached), 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) \$60,825 by the party of the first part during the period October 1, 2025 to September 30, 2026

(b) \$133,575 by the party of the second part during the period October 1, 2025 to September 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

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://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366 (May 2018)

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

Customer #: 6000001110 Agreement #: 26MUFAALDA037

Project #: ML009Z5 TIN #: 63-6001296

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 Contac	
Name:	Shannon Williams Associate Director, Hydrologic	Name:	Gary Gleason	
	Networks (Data)	Address:	P.O. Box 308	
Address:	640 Grassmere Park		Huntsville, AL 35804	
	Nashville, TN 37211	Telephone:	(256) 427-5300	
Telephone:	(615) 837-4755	Fax:	(n/a)	
Fax:	(615) 837-4799	Email:	gary.gleason@huntsvilleal.gov	
Email:	swilliam@usgs.gov			
	USGS Billing Point of Contact		Customer Billing Point of Contact	
Name:	My-Chae May	Name:	Teresa Mills	
	Budget Analyst	Address		
Address:	3535 South Sherwood Forest Blvd. Suite 120	Address:		
	Baton Rouge, LA 70816	Telephone:	(256) 427-5300	
Telephone:	(225) 298-5481	Fax:	(n/a)	
Fax:	(n/a)	Email:	teresa.mills@huntsvilleal.gov	
Email:	gs-w-lmg_agreements@usgs.gov			
	U.S. Geological Survey United States Department of Interior		City of Huntsville	
Signature		Signatures		
By S	Pate: 07/17/2025	D.	Date: 9/25/2025	
Dy James		Ву		
Name: Todd		Name: Tom		
Title: Acting	Director, LMG Water Science Center	Title: Mayor		
		Ву	Date:	
		Name:		
		Title:		
		Ву	Date:	
		Name:		
		Title:		
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