



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/16/2023

File ID: TMP-3592

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 the U. S. Geological Survey for Water Resources Investigations, Project No. 71-24-DM02.

Resolution No.

Finance Information:

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

City Cost Amount: \$125,025.00

Total Cost: \$185,850.00

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:

Annual Funding agreement with United States Geological Survey (USGS) for the maintenance of fifteen (15) rainfall/runoff stream gaging in the Huntsville area on major channels. Data is provided on USGS website one hour after storm, in 15-min increments. Use to determine the intensity of a storm event to predict the potential for flooding downstream. USGS calibrates and maintains the stream gauges for one (1) year as part of the agreement.

RESOLUTION NO. 23-

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 between the City of Huntsville and the U. S. Geological Survey for Water Resources Investigations in the Huntsville, Alabama area during the period of October 1, 2023, to September 30, 2024. The City of Huntsville's share of the funding is ONE HUNDRED TWENTY-FIVE THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$125,025.00) 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 between the City of Huntsville and the U. S. Geological Survey for Water Resources Investigations, Project No. 71-24-DM02." consisting of a total of two (2) pages and the date of November 16, 2023, 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 16th day of November, 2023.

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

APPROVED this the 16th day of November, 2023.

Mayor of the City of Huntsville,
Alabama

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

Customer #: 6000001110
Agreement #: 24MLIFAALDA037
Project #: ML009Z5
TIN #: 63-6001296

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2023, 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 here to agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of 15 flood hydrograph streamflow gaging stations with rainfall gages and data-collection platforms in Huntsville, Alabama, 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, 2023 to September 30, 2024
- (b) \$125,025 by the party of the second part during the period October 1, 2023 to September 30, 2024
- (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://www2.usgs.gov/fsp/>).

President of the City Council of the City
of Huntsville, AL
Date: November 16, 2023

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

Customer #: 6000001110
Agreement #: 24MLJFAALDA037
Project #: ML009Z5
TIN #: 63-6001296

9. Billing for this agreement will be rendered **quarterly**. 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

Name: Darrell Lambeth
Supervisory Hydrologist
Address: 205 Hackberry Lane
Tuscaloosa, AL 35487
Telephone: (205) 348-0950
Fax: (407) 803-5501
Email: dlambeth@usgs.gov

Customer Technical Point of Contact

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

USGS Billing Point of Contact

Name: My-Chae May
Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax:
Email: gs-w-lmg_agreements@usgs.gov

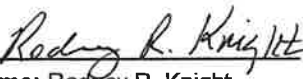
Customer Billing Point of Contact

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

U.S. Geological Survey
United States
Department of Interior

City of Huntsville

Signature

By  Date: July 2, 2023
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

Signatures

By _____ Date: 11/16/23
Name: Tommy Battle
Title: Mayor

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: