

RESOLUTION NO. 29000

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO A JOINT FUNDING AGREEMENT (JFA) WITH THE U.S. GEOLOGICAL SURVEY (USGS) AND THE CITY OF CHATTANOOGA TO OPERATE THREE (3) CONTINUOUS REAL-TIME STREAM GAUGES LOCATED ON NORTH CHICKAMAUGA CREEK, SOUTH CHICKAMAUGA CREEK, AND CHATTANOOGA CREEK FOR THE PERIOD BEGINNING APRIL 1, 2017, THROUGH MARCH 31, 2018 AT A TOTAL COST OF FORTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$43,500.00), WITH A CONTRIBUTION OF TEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$10,875.00) FROM THE USGS AND THIRTY-TWO THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$32,625.00) FROM THE CITY OF CHATTANOOGA.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Public Works to enter into a Joint Funding Agreement (JFA) with the U.S. Geological Survey (USGS) and the City of Chattanooga to operate three (3) continuous real-time stream gauges located on North Chickamauga Creek, South Chickamauga Creek, and Chattanooga Creek for the period beginning April 1, 2017 through March 31, 2018, at a total cost of \$43,500.00, with a contribution of \$10,875.00 from the USGS and \$32,625.00 from the City of Chattanooga.

ADOPTED: April 18, 2017

/mem

Form 9-1366  
(April 2015)

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

Agreement#: 17ESTN000000029  
Customer#: 6000004505  
Project #: ML009Z5  
TIN #: 62-6000259  
USGS DUNS #: 012790072

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the April 1, 2017, 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 Chattanooga - Stormwater Management 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 of the operation of three continuous real-time stream gages located on North Chickamauga Creek as part of the flood monitoring and warning network, 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) \$10,875 by the party of the first part during the period April 1, 2017 to March 31, 2018
- (b) \$32,625 by the party of the second part during the period April 1, 2017 to March 31, 2018
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

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.

Form 9-1366  
(April 2015)

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

Agreement#: 17ESTN000000029  
Customer#: 6000004505  
Project #: ML00925  
TIN #: 62-6000259  
USGS DUNS #: 012790072

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.).

**USGS Technical Point of Contact**

Name: Shannon Williams  
Hydrologist  
Address: 640 Grassmere Park Suite 100  
Nashville, TN 37211  
Telephone: (615) 837-4755  
Fax: (615) 837-4799  
Email: swilliam@usgs.gov

**Customer Technical Point of Contact**

Name: Marty Hawkins  
Address: 1250 Market St., Suite 2100  
Chattanooga, TN 37402  
Telephone: (423) 668-2530  
Fax:  
Email: hawkins\_m@chattanooga.gov

**USGS Billing Point of Contact**

Name: Desvin Jones  
Administrative Specialist  
Address: 3535 S. Sherwood Forest Blvd. Ste.  
120  
Baton Rouge, La. 70401  
Telephone: (225)298-5481 ext. 3114  
Fax: (225) 298-5490  
Email: ddjones@usgs.gov

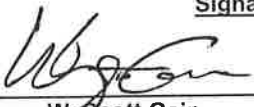
**Customer Billing Point of Contact**

Name: Marty Hawkins  
Address: 1250 Market St., Suite 2100  
Chattanooga, TN 37402  
Telephone: (423) 668-2530  
Fax:  
Email: hawkins\_m@chattanooga.gov

U.S. Geological Survey  
United States  
Department of Interior

City of Chattanooga - Stormwater Management

Signature

By  Date: March 2, 2017  
Name: W. Scott Gain  
Title: Director

Signatures

By  Date: 3/20/17  
Name:  
Title:

*WCP* By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

Form 9-1366  
(April 2015)

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U.S. Geological Survey  
Joint Funding Agreement  
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Water Resource Investigations

Agreement#: 17ESTN000000029  
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Project #: ML009Z5  
TIN #: 62-6000259  
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Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the April 1, 2017, 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 Chattanooga - Stormwater Management 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 of the operation of three continuous real-time stream gages located on North Chickamauga Creek as part of the flood monitoring and warning network, 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) \$10,875 by the party of the first part during the period April 1, 2017 to March 31, 2018
- (b) \$32,625 by the party of the second part during the period April 1, 2017 to March 31, 2018
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- (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.

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**USGS Technical Point of Contact**

Name: Shannon Williams  
Hydrologist  
Address: 640 Grassmere Park Suite 100  
Nashville, TN 37211  
Telephone: (615) 837-4755  
Fax: (615) 837-4799  
Email: swilliam@usgs.gov

**Customer Technical Point of Contact**

Name: Marty Hawkins  
Address: 1250 Market St., Suite 2100  
Chattanooga, TN 37402  
Telephone: (423) 668-2530  
Fax:  
Email: hawkins\_m@chattanooga.gov

**USGS Billing Point of Contact**

Name: Desvin Jones  
Administrative Specialist  
Address: 3535 S. Sherwood Forest Blvd. Ste.  
120  
Baton Rouge, La. 70401  
Telephone: (225)298-5481 ext. 3114  
Fax: (225) 298-5490  
Email: ddjones@usgs.gov


**Customer Billing Point of Contact**

Name: Marty Hawkins  
Address: 1250 Market St., Suite 2100  
Chattanooga, TN 37402  
Telephone: (423) 668-2530  
Fax:  
Email: hawkins\_m@chattanooga.gov


U.S. Geological Survey  
United States  
Department of Interior

City of Chattanooga - Stormwater Management

Signature

By  Date: March 2, 2017  
Name: W. Scott Gain  
Title: Director

Signatures

By  Date: 3/20/17  
Name:  
Title:

wcp By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

RESOLUTION NO. 28554

A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO A JOINT FUNDING AGREEMENT (JFA) BETWEEN THE U.S. GEOLOGICAL SURVEY (USGS) AND THE CITY OF CHATTANOOGA TO OPERATE THREE (3) CONTINUOUS, REAL-TIME, STREAM GAUGES LOCATED ON NORTH CHICKAMAUGA CREEK, SOUTH CHICKAMAUGA CREEK, AND CHATTANOOGA CREEK, FOR THE PERIOD BEGINNING APRIL 1, 2016 THROUGH MARCH 31, 2017, WITH A CONTRIBUTION OF TEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$10,875.00) FROM THE USGS AND THIRTY-TWO THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$32,625.00) FROM THE CITY OF CHATTANOOGA, FOR A TOTAL COST OF FORTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$43,500.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Department of Public Works to enter into a Joint Funding Agreement (JFA) between the U.S. Geological Survey (USGS) and the City of Chattanooga to operate three (3) continuous, real-time, stream gauges located on North Chickamauga Creek, South Chickamauga Creek, and Chattanooga Creek, for the period beginning April 1, 2016 through March 31, 2017, with a contribution of \$10,875.00 from the USGS and \$32,625.00 from the City of Chattanooga, for a total cost of \$43,500.00.

ADOPTED: March 15, 2016

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