

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

3/19/2013

City Council Meeting Date
Agenda Items Only

Sarah Wrede *CP*
Submitted By

Engineering
Division

Development Services
Department

Action Required:

A Contract with the U.S. Geological Survey in the amount of \$21,528.00 for the operation and maintenance of 3 rainfall-runoff stations located at Niokaska Creek at Township, College Branch at Highway 62, and Town Branch Tributary at Highway 16 in the City of Fayetteville for the 2013 calendar year.

\$ 21,528.00
Cost of this request

\$ 228,499.99
Category / Project Budget

Stormwater Quality Mgmt/Nutrient Reduct
Program Category / Project Name

4470.9470.5817.00
Account Number

\$ 53,576.86
Funds Used to Date

Bridge & Drainage Improvements
Program / Project Category Name

02097
Project Number

\$ 174,923.13
Remaining Balance

Sales Tax Capital Improvement
Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature]
Department Director 03-9-2013
Date

Previous Ordinance or Resolution # _____

[Signature]
City Attorney 3-4-13
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher
Finance and Internal Services Director 3-4-2013
Date

Received in City Clerk's Office
Kim J.

[Signature]
Chief of Staff 3-4-13
Date

Received in Mayor's Office
ENTERED 3/4/13
[Signature]

[Signature]
Mayor 3/4/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

Council Meeting of March 19, 2013

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer

From: Sarah Wrede, Staff Engineer *SMW*

Date: March 1, 2013

Subject: Approval to continue a joint funding agreement with the USGS for \$21,528 (City's share) for the operation and maintenance of three urban stream gauging stations in Fayetteville for the year 2013.

PROPOSAL: Since 1998, the City of Fayetteville has participated in a joint funding agreement with the U.S. Geological Survey (USGS) for three urban stream gauging stations. This agreement consists of a cost-share for maintenance and data collection for rainfall and runoff recording stations located at:

Niokaska Creek at Township (in Gulley Park)
College Branch at State Highway 62
Town Branch Tributary at State Highway 16 (in Walker Park)

The attached agreement is for the 2013 calendar year, and requires payment of \$21,528 by the City and \$5,802 by the USGS.

The USGS collects rainfall and runoff data at these three sites, and provides this information to the City. In addition to providing urban rainfall and streamflow data for future drainage studies, these gauges also provide valuable information for the EPA Phase 2 NPDES stormwater monitoring requirements.

RECOMMENDATION: Staff recommends approval of the joint funding agreement for 2013.

BUDGET IMPACT: Funding in the amount of \$21,528 is available in the Stormwater Quality Management and Nutrient Reduction Plan Budget. This contract will be paid from those funds.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY (U.S. DEPARTMENT OF THE INTERIOR) IN THE AMOUNT OF \$21,528.00 FOR THE OPERATION AND MAINTENANCE OF THREE (3) URBAN STREAM GAUGING STATIONS IN THE CITY FOR CALENDAR YEAR 2013

WHEREAS, since 1998, the City of Fayetteville has participated in a joint funding agreement with the U.S. Geological Survey (U.S. Department of the Interior) for the operation and maintenance of three urban stream gauging stations to record data concerning rainfall and runoff at Niokaska Creek in Gulley Park, College Branch at State Highway 62 and Town Branch Tributary in Walker Park; and

WHEREAS, the information obtained provides urban rainfall and streamflow data for future drainage studies as well as provides information for the City's EPA Phase 2 NPDES stormwater monitoring requirements; and

WHEREAS, the cost of the agreement to the City for 2013 now exceeds \$20,000.00 and would otherwise require competitive bidding unless the requirement is waived.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves an agreement (marked as Exhibit "A" attached hereto and made a part hereof) between the City and the U.S. Geological Survey (U.S. Department of the Interior) in the amount of \$21,528.00 for the operation and maintenance of three (3) urban stream gauging stations in the City for calendar year 2013.

PASSED and **APPROVED** this 19th day of March, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Form 9-1366

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

JOINT FUNDING AGREEMENT

Customer #: AR026
Agreement #: 13E4AR026AR0270
Project #:
TIN #: 71-6018462
Fixed Cost YES
Agreement

FOR

Water Resources Investigations

THIS AGREEMENT is entered into as of the, 27th day of February, 2013 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF FAYETTEVILLE, party of the second

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation operation and maintenance of 3 rainfall-runoff stations located at Town Branch at Business Route 62, Town Branch Tributary at Highway 16, and Mud Creek at Township Street in the City of Fayetteville 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
\$5,802.00	January 1, 2013		December 31, 2013

(b) by the party of the second part during the period

Amount	Date	to	Date
\$21,528.00	January 1, 2013		December 31, 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.



JOINT FUNDING AGREEMENT (CONTINUATION)

Customer Number	Agreement Number	Project Number
AR026	13E4AR026AR0270	

- 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.
- 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.
- 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.
- USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. 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 FAYETTEVILLE

USGS POINT OF CONTACT


CUSTOMER POINT OF CONTACT

Name: David A. Freiwald, Director
Address: USGS Arkansas Water Science Center
Telephone: (501) 228-3618
Email: freiwald@usgs.gov

Name: Lioneld Jordan, Mayor
Address: City of Fayetteville
Telephone: (479) 575-8330
Email: mayor@ci.fayetteville.ar.us

SIGNATURE AND DATE

SIGNATURE AND DATE

Signature: 
Date: 2/27/13
Name: David A. Freiwald
Title: Director, USGS AR Water Science Center

Signature: _____
Date: _____
Name: Lioneld Jordan
Title: Mayor, City of Fayetteville