COUNTY AGENDA REQUEST

Department:	Water System	Presenter(s):	Tony Parrott
Meeting Date:	Thursday, August 11, 2011	Type of Request:	Consent

Wording for the Agenda:

Consideration of a Joint Funding Agreement between Fayette County and the U. S. Department of the Interior Geological Survey which provides for the monitoring of water flow at four sites. The Agreement is for one year beginning October 1, 2011 and ending September 30, 2012 with a cost to the Water System of $90,600.00

Background/History/Details:

The Georgia Department of Natural Resources requires that our Water System (and all others) monitor the flow of water in our raw water sources, below where Fayette County takes out water for storage, treatment and distribution. The U.S. Geological Survey, Water Resources Division, performs this type of work, so Fayette County contracts with USGS for their services. Some sites are also monitored for water quality. There are four "monitoring stations" at locations on the Flint River, two on Line Creek, and one on Shoal Creek. Monitoring ensures adequate water flow below the the County's facilities. The volume of water in a stream effects plant and animal life.

The cost of the monitoring this year is $90,600.00. These funds are budgeted annually in the Water System operating budget.

What action are you seeking from the Board of Commissioners?

Authorization to enter into the Agreement with USGS for the annual monitoring of the Flint River, two sites on Line Creek and Shoal Creek.

If this item requires funding, please describe:

These funds are budgeted annually in the Water System's Maintenance and Operating Budget.

Has this request been considered within the past two years?	Yes	If so, when?	September 9, 2010
Is Audio-Visual Equipment Required for this Request?	No	Backup Provided with Request?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

United States Department of the Interior

GEOLOGICAL SURVEY
Water Resources Division
Peachtree Business Center, Suite 130
3039 Amwiler Road
Atlanta, Georgia 30360-2824

Customer Number: 6000001126
Agreement Number: 12ESGAMF0000020
TIN: 586000826
Fixed Cost Agreement: YES

June 15, 2011

Mr. Tony V. Parrott
Director
Fayette County Water System
245 McDonough Road
Fayetteville, Georgia 30214

Dear Mr. Parrott:

Enclosed please find two copies of a Joint Funding Agreement (JFA) with original signatures for the project entitled "maintenance of the following real-time streamgages:

#02344396	Flint River at Woolsey Road, near Woolsey, GA	$13,600
#02344605	Line Creek downstream of GA 54, near Peachtree City, GA	$13,600
#02344620	Shoal Creek at GA 54, near Sharpsburg, GA	$13,600
#02344360	Line Creek below Lake McIntosh, near Peachtree City, GA. #02344360 also has continuous water-quality monitoring	$49,800

This agreement is entered into by the USGS under authority of 43 USC 36C; 43 USC 50; and 43 USC 50b. This JFA covers the period beginning on October 1, 2011, and ending on September 30, 2012, at a total cost of $90,600 provided by FAYETTE COUNTY WATER SYSTEM, FAYETTE COUNTY, GEORGIA.

Please have both copies signed by an authorized official(s), retaining one copy for your records, and returning the other to the attention of Edward H. Martin at the address shown above. Work cannot be started or continued until we receive the signed agreement. All work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this JFA will be rendered quarterly. Please do not send a check at this time as you will be billed at a later date which will include payment instructions with the address for mailing your check. The results of all work under this agreement will be available for publication by the U.S. Geological Survey. Any party may terminate this agreement by providing 60 day's written notice to the other party.

If you have any questions or require additional information please contact Brian E. McCallum, Supervisory Hydrologist, at 770-903-9127 or via email at bemccall@usgs.gov.

Sincerely,

Brian E. McCallum

for Edward H. Martin, Director
USGS Georgia Water Science Center
DUNS# 937842847 / GGESMF0000

Enclosures

#212

Form 9-1366
(Oct. 2005)

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

Customer #:	6000001126
Agreement #:	12ESGAMF0000020
Project #:	GC11MF000010000
TIN #:	586000826
Fixed Cost Agreement	☑ Yes ☐ No

FOR
USGS Georgia Water Science Center

THIS AGREEMENT is entered into as of the 1st day of October, 2011, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the FAYETTE COUNTY WATER SYSTEM, FAYETTE COUNTY, GEORGIA, 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 "maintenance of four real-time streamgages: #02344396 Flint River at Woolsey Road;#2344605 Line Creek sownstream of GA 54; #02344620 Shoal Creek at GA 54; #02344360 Line Creek below Lake McIntosh and also has continuous water-quality moitoring,", 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 $0.

		by the party of the first part during the period		
(a)	$0	October 1, 2011	**to**	September 30, 2012
		by the party of the second part during the period		
(b)	$90,600	October 1, 2011	**to**	September 30, 2012

(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.
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.

Form 9-1366
continued

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

Customer #:	**6000001126**
Agreement #:	**12ESGAMF0000020**
Project #:	**GC11MF000010000**
TIN #:	**586000826**

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

USGS Point of Contact

Name: Brian E. McCallum
Address: 3039 Amwiler Road, Suite 130
Atlanta, Georgia 30360
Telephone: 770-903-9127
Email: bemccall@usgs.gov

Signatures

By Brian E. McCall Date 7/14/11
Name: for Edward H. Martin
Title: Director

By_____ Date_____
Name:
Title:

By_____ Date_____
Name:
Title:

Fayette County Water System

Customer Point of Contact

Name: Tony V. Parrott
Address: 245 McDonough Road
Fayetteville, Georgia 30214
Telephone: 770-461-1146 xt. 6101
Email: tonyp@fayettecountyga.gov

Signatures

By_____ Date_____
Name:
Title:

By_____ Date_____
Name:
Title:

By_____ Date_____
Name:
Title: