

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PUBLIC WORKS DEPARTMENT**

CONSENT AGENDA
ITEM NO. 14

TO: Mayor and City Council

FROM: Thomas G. Wendorf, P.E., Director of Public Works

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Peter Zanoni; Milo D. Nitschke;
and file

SUBJECT: Joint Funding Agreement with the United States Department of the Interior,
U.S. Geological Survey, Water Resources Division

DATE: September 16, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee to execute a Joint Funding Agreement with the United States Department of the Interior, U.S. Geological Survey, Water Resources Division, appropriates funds and authorizes payment to same from the Storm Water Regional Facilities Fund in the amount of \$28,850 for services performed in connection with surface-water data collection activities.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Authorization of this Agreement will provide surface-water data collection activities to be conducted during the period of October 1, 2004 through September 30, 2005 in connection with the Olmos Creek at Dresden Drive, San Antonio River at Loop 410, Helotes Creek at FM 1560, and Leon Creek at Interstate Highway 35 South. Of the total cost of \$44,900 for the services provided under this Agreement, the United States Department of the Interior, U.S. Geological Survey, Water Resources Division will fund \$16,050 and the City will fund the remaining \$28,850.

There are numerous stream-gauging stations throughout the region sponsored by other entities, identified on the attached table. The information that these stations collect, such as flow data, are available to all the entities. The Bexar Regional Watershed Management program is evaluating the location and need of these stream-gauging stations during the next two years to determine appropriate sponsorship agreements for each station. This is the second consecutive year that the City of San Antonio is funding these four gauges.

The combined data will allow the City to better understand stream flow caused by a specific rain event. If there is a record event, we will be able to have a record of the depth of the water and amount of flow at the specific gauging stations. The flow in the gauges, as it is reported to the Emergency Operations Center, gives the decision makers real-time data upon which to make their decisions about the specific flood event. Such decisions include the issuance of an early evacuation notice, if needed, to people downstream of the gauging station, and decisions about whether to close endangered transportation routes downstream of the gauging station. The gauges are a way to quantify the water during a storm event, which gives appropriate personnel the capability to judge the severity of a storm event.

POLICY ANALYSIS

Approval of this ordinance is continuance of existing policy in support of the City's commitment to remain prepared for natural and manmade disasters. The City will pursue other opportunities as they arise with the U.S. Geological Survey under the joint-funding agreement.

FISCAL IMPACT

Funds in the amount of \$28,850 are available from the Storm Water Regional Facilities Fund, are appropriated and authorized payable to the United States Department of the Interior, U.S. Geological Survey, Water Resources Division.

COORDINATION

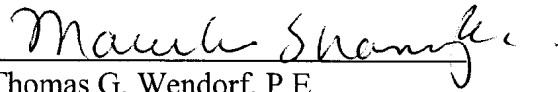
This request for ordinance has been coordinated with the Office of Management and Budget, the Finance Department, the City Attorney's Office and the United States Department of the Interior, U.S. Geological Survey, Water Resources Division.

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is not required.

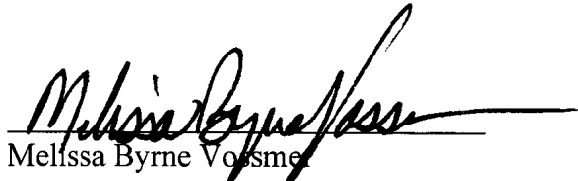
ATTACHMENTS

Joint Funding Agreement

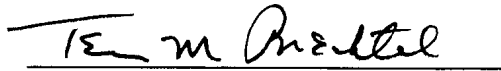


for Thomas G. Wendorf, P.E.
Director of Public Works

Approved:



Melissa Byrne Voosmer
Assistant City Manager



Terry M. Brechtel
City Manager

Regional Stream Gauging Stations

Locations	Local Sponsors
Leon Creek at Scenic Rd Near Leon Springs, Texas	Edwards Aquifer Recharge Zone (EARZ)
Salado Creek at Wilderness Rd	Department of Defense (DOD)
Camp Creek at Wilderness Trail	DOD
Elm Waterhole Tributary at Evans Rd	EARZ
Cibolo Creek at Selma	Edwards Aquifer Authority
Helotes Creek at FM 1560	City of San Antonio (COSA)
Leon Creek at Hausman Rd	EARZ
Leon Creek at Prue Rd	EARZ
Government Canyon Creek Site 2 Near Helotes, Texas	EARZ
Salado Creek Tributary at Bitters Rd	San Antonio Water System (SAWS)
Salado Creek at Loop 410	San Antonio River Authority (SARA)
Olmos Creek at Dresden Dr.	COSA
Zarzamora Creek Outfall at Bandera Rd	SAWS
Olmos Creek Outfall at San Pedro Ave	Texas Department of Transportation
Rosillo Creek Near Rittiman Rd	SAWS
Leon Creek Outfall at Ingram Rd near SH 151	SAWS
Zarzamora Creek Outfall at Alderete Park	SAWS
Martinez Creek at Fred. Rd	Corps of Engineers (COE)
San Pedro Creek at Santa Rosa St. (CSG)	COE
San Antonio River at Navarro St. (CSG)	COE
San Antonio River at San Antonio, Texas	SARA
San Antonio River at Mitchell St.	SARA
Medina River Near Macdona, Texas	Bexar Met
Leon Creek at IH 35	COSA
Harlandale Creek Outfall at S Flores St.	SAWS
Salado Creek at Loop 410	SARA
San Antonio River at Loop 410	COSA
Medina River Near Somerset, Texas	Bexar Met
Medina River at San Antonio, Texas	SARA
San Antonio River Near Elmendorf, Texas	City Public Service



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

WATER RESOURCES DIVISION

8027 Exchange Dr.
Austin, Texas 78754-4733

July 26, 2004

Mr. Joe DuMenil, Storm Water Utility Administrator
City of San Antonio, Public Works Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Dear Mr. DuMenil:

Enclosed are four originals of our standard joint-funding agreement for the City of San Antonio surface-water data collection activities to be conducted during the period of October 1, 2004, through September 30, 2005, in the amount of \$28,850 cash from your agency. Please sign and return three originals to my attention. A fully executed agreement will be returned to you. If you require an additional original, please return four signed originals for my signature.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by August 20, 2004. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact us. We will advise you what action will need to be taken.

This is a fixed cost agreement to be billed quarterly. Please allow 30-days from the end of the billing period for issuance of the bill (Form DI-1040).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources investigations.

George Ozuna of our San Antonio office will be the project contact at (210) 691-9200. Our administrative point of contact is Cindy Billington. If you have any questions please call her at (512) 927-3587, fax to (512) 927-3590, or email ccbillin@usgs.gov.

Sincerely,

Robert L. Joseph
District Chief

enc: 4 TX036

STORM WATER
ENGINEERING

AUG - 2 2004

RECEIVED

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

Agreement #: 04C5TX036000000
Customer #: TX036
Project #: 00170
TIN #: 75-7460029708

THIS AGREEMENT is entered into as of the 1st day of **October, 2004**, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **CITY OF SAN ANTONIO**, 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 **surface-water data collection activities**, hereinafter called the program.
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.
 - (a) **\$16,050** by the party of the first part during the period
October 1, 2004 to September 30, 2005
 - (b) **\$28,850** by the party of the second part during the period
October 1, 2004 to September 30, 2005
 - (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.
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.
9. Billing for this agreement will 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

CITY OF SAN ANTONIO

By: _____

By: _____

By: _____

By: _____

ATTACHMENT FOR TX060

STATION NUMBER	DESCRIPTION	NO. UNITS	USGS FUNDS	COOP FUNDS	TOTAL FUNDS
001: SURFACE WATER					
08177700	Olmos Creek at Dresden Dr, San Antonio, TX Stage Only Station (1 Level)	1	\$750	\$5,450	\$6,200
08178565	San Antonio Riv at Loop 410, S Antonio, TX Full Range Streamflow Station	1	\$5,100	\$7,800	\$12,900
08181400	Helotes Creek at Helotes, TX Full Range Streamflow Station	1	\$5,100	\$7,800	\$12,900
08181480	Leon Creek at IH 35 at San Antonio, TX Full Range Streamflow Station	1	\$5,100	\$7,800	\$12,900
SURFACE WATER TOTAL:			<u>\$16,050</u>	<u>\$28,850</u>	<u>\$44,900</u>

PROJECT	USGS FUNDS	COOP FUNDS	TOTAL FUNDS
SURFACE WATER: 001	\$16,050	\$28,850	\$44,900
TOTAL	<u>\$16,050</u>	<u>\$28,850</u>	<u>\$44,900</u>