

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- Funds have been encumbered out of funds previously appropriated for such purpose.
- Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby this reference.
- Other – Grant Funds Available.

Ronald C. Green
City Controller of the City of Houston, Texas

Date: 9-3, 2014

FUND REF: 8300-2000-520110-520114

AMOUNT: \$ 977,450. ENCUMB. NO.: SR0 45-203098

CA 46-12860

City of Houston, Texas Ordinance No. 2014-818

AN ORDINANCE APPROVING AND AUTHORIZING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF HOUSTON AND UNITED STATES GEOLOGICAL SURVEY FOR WATER RESOURCE INVESTIGATION AND MONITORING; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 3rd day of September, 2014.

APPROVED this _____ day of _____, 20__.

Mayor of the City of Houston, Texas.

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 09 2014.



City Secretary

(Prepared by Legal Dept. _____)

(ALC/dg 8/22/2014)

Luigi Cobelli
Assistant City Attorney

(Requested by Daniel W. Krueger, P.E., Director, Department of Public Works & Engineering)

(L.D. File No. 0801300105002)

AYE	NO	
✓		MAYOR PARKER
....	COUNCIL MEMBERS
✓		STARDIG
✓		DAVIS
✓		COHEN
	ABSENT	BOYKINS
✓		MARTIN
✓		NGUYEN
	ABSENT-ON PERSONAL BUSINESS	PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
	ABSENT	KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

Form 9-1366
(Oct. 2005)

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

Agreement#: 14CMTX009000000
Customer#: 600000479
Project #: SJ009ME
TIN #: 74-6001164
USGS DUNS #: 128821266

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2014, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Houston 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 Water Resource Investigations (per attachment), 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) \$413,750 by the party of the first part during the period
July 1, 2014 to June 30, 2015

(b) \$977,450 by the party of the second part during the period
July 1, 2014 to June 30, 2015

(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.

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. 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.).

Form 9-1366
(Oct. 2005)

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

Agreement#: 14CMTX009000000
Customer#: 6000000479
Project #: SJ009ME
TIN #: 74-6001164
USGS DUNS #: 128821266

USGS Technical Point of Contact

Name: Amy M Beussink
TXWSC Gulf Coast Program Office
Chief
Address: 19241 David Memorial Drive, Suite
180
Shenandoah, TX 77385
Telephone: (936) 271-5312
Fax: (936) 271-5399
Email: ambeussi@usgs.gov

Customer Technical Point of Contact

Name: Yvonne W Forrest
Senior Asst Director
Address: 611 Walker St., 21st Floor
Houston, TX 77002
Telephone: (832) 295-2847
Fax:
Email: yvonne.forrest@houstontx.gov

USGS Billing Point of Contact

Name: Kandis K Becher
Budget Analyst
Address: 2775 Altamesa Blvd.
Fort Worth, TX 76133
Telephone: (817) 263-9545 Ext 225
Fax: (817) 361-0459
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Erika Brooks
Address: 611 Walker, 18th Floor
Houston, TX 77002
Telephone: (832) 395-2833
Fax:
Email: erika.brooks@houstontx.gov


U.S. Geological Survey
United States
Department of Interior

City of Houston

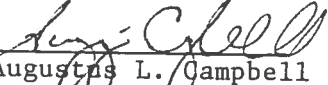
Signature

Signatures

By  Date: June 20, 2014
Name: Timothy H. Raines
Title: Acting Director

By  Date: 3/1/14
Name: Damon R. McVey, PE
Title: Acting Director, FWE

APPROVED AS TO FORM:

By: 
Name: Augustus L. Campbell
Title: Asst. City Attorney
LD# 080300105002

By _____ Date: _____
Name: Annise D. Parker
Title: Mayor

By _____ Date: _____
Name: Ronald C. Green
Title: Controller

By _____ Date: _____

ATTEST: Name: Anna Russell
Title: City Secretary

City of Houston
Attachment for TX009

USGS Station Number	DESCRIPTION	Station Type Code	No. Units	Difficulty Factor	USGS Funds	City of Houston Funds	Total Gross Funds
001: Basic Surface Water Data Collection							
NSIP 2015	8068000 West Fork San Jacinto River nr Comroe, TX	QCON	1.0	1.0	\$ -	\$ -	\$ -
NSIP 2010	8068090 West Fork San Jacinto River abv Lake Houston, TX	QCON	1.0	1.2	\$ -	\$ -	\$ -
NSIP 2010	8070200 East Fork San Jacinto River nr New Caney, TX	QCON	1.0	1.0	\$ 4,000	\$ 12,000	\$ 16,000
NSIP 2010	8071280 Luce Bayou abv Lake Houston nr Huffman, TX	QCON	1.0	1.2	\$ -	\$ -	\$ -
	8072000 Lake Houston nr Sheldon, TX	RES-C	1.0	1.0	\$ 2,000	\$ 6,000	\$ 8,000
	8072050 San Jacinto River nr Sheldon, TX	SILVL	1.0	1.0	\$ 1,500	\$ 5,500	\$ 7,000
	Basic Surface Water Data Collection				Total	7,750	23,950
							31,700

D3DD2: Bacteria and water quality associated with wastewater operations

1. Collect bacteria and water quality data at up to 7 locations associated with wet-weather facilities in Harris County as dispatched by COH call center during periods of high rainfall and run-off. As funding allows, collected baseline data at same locations during hydrologic periods where there are no wet-weather discharges.

Station Type Code	No. Units	Difficulty Factor	USGS Funds	City of Houston Funds	Total Gross Funds
			\$ -	\$ 107,000	\$ 107,000
			Total	\$ 107,000	\$ 107,000

9XF01: Groundwater and Subsidence Monitoring

1. Inventory new large-capacity wells and properly record and archive discontinued sites

2. In January/February measure static-water levels and calibrate airlines in wells not part of the active withdrawal network.

3. Prepare a report of water-level altitudes and altitude changes in the Chicot, Evangeline, and Jasper aquifers for the current water year.

4. In July/August measure pumping water levels in active City of Houston production wells.

Groundwater and Subsidence Monitoring

Station Type Code	No. Units	Difficulty Factor	USGS Funds	City of Houston Funds	Total Gross Funds
GWINVL	1.0	1.0	\$ 2,000	\$ 3,000	\$ 5,000
GWSWL	1.0	1.0	\$ 4,000	\$ 12,000	\$ 16,000
GWIMAPS	1.0	1.0	\$ 6,000	\$ 9,000	\$ 15,000
GWSWL	1.0	1.0	\$ 5,000	\$ 15,000	\$ 20,000
			Total	\$ 17,000	\$ 39,000
					\$ 56,000

D1F01: Naturally Occurring Contaminants in Ground-Water - Monitoring and Interpretations

1. Water-quality sample collection and archival of analytical results: Collection and analysis of major ions, trace metals, and radionuclides - including data management and dissemination of analytical data at selected number of wells defined by City of Houston staff.	\$	75,000	\$	140,000	\$	215,000	
2. Depth-dependent ground-water water-quality sampling of water-supply production well: Collection and analysis of major ions, trace metals, and radionuclides - including data management and dissemination of analytical data. One sample will be collected from up to 10 screened intervals in a production well selected by COH.	\$	20,000	\$	60,000	\$	80,000	
Naturally Occurring Cont. in Ground-Water - Monitoring and Interpretations	Total	\$	95,000	\$	200,000	\$	295,000

9XI06: Lake Houston Watershed Water Quality Monitoring and Interpretation

USGS Station Number	Station Type Code	USGS Funds	City of Houston Funds	Total Gross Funds
WATERSHED INFLOW WATER QUALITY MONITORING AND INTERPRETATION				
1. Continuous water-quality monitoring in major rivers above Lake Houston: Operation and maintenance of 5- parameter real-time water-quality monitors. Sensors will include ph, temperature, DO, Specific Conductance, and turbidity.				
08068000 West Fork San Jacinto River nr Cource, TX	QWMA5P 1.0	\$ 11,500	\$ 28,500	\$ 40,000
08068500 Spring Creek nr Spring, TX	QWMA5P 0.5	\$ 6,000	\$ 14,000	\$ 20,000
08070200 East Fork San Jacinto River nr New Caney, TX	QWMA5P 1.0	\$ 11,500	\$ 28,500	\$ 40,000
08067070 Coastal Water Authority Canal near Dayton, TX	QWMA5P 1.0	\$ 11,500	\$ 28,500	\$ 40,000
08069500 West Fork San Jacinto River near Humble, TX	QWMA5P 1.0	\$ 11,500	\$ 28,500	\$ 40,000
Subtotal		\$ 52,000	\$ 128,000	\$ 180,000
2. Development of analytical models (regression equations) to estimate constituents of interest: Collection and analysis of dissolved concentrations of nutrients, total organic carbon, atrazine, and bacteria monthly and during events.				
Subtotal		\$ 50,000	\$ 111,500	\$ 161,500
Watershed Inflow Water Quality Monit. - Monitoring and Interpretation	Total	\$ 102,000	\$ 239,500	\$ 341,500

USGS Station Number	USGS Funds	City of Houston Funds	Total Gross Funds
LAKE HOUSTON WATER QUALITY MONITORING AND INTERPRETATION			
1. Continuous water-quality gage operation (Lake): Operation and maintenance of water-quality monitoring gages located on Lake Houston.			
295554095093401 Lake Houston at mouth of Jack's Ditch near Houston, TX	1.0	\$ 39,000	\$ 61,000
295826095082200 Lake Houston S. of Union Pac. RR Br. Near Houston, TX	1.0	\$ 28,000	\$ 42,000
Subtotal		\$ 67,000	\$ 103,000
			\$ 170,000

2. Discrete water-quality sampling (Lake): Conduct water-quality sampling upstream and at the NEWPP intake to evaluate the effect of current climatic and watershed conditions on water quality near the NEWPP. Monthly samples for basic chemistry will be collected. Water-quality events on the lake will be sampled on an as-needed basis. About quarterly samples will be collected from Luce Bayou.

Subtotal \$ 70,000 \$ 135,000 \$ 205,000

3. Hydrodynamic model maintenance (Lake): Maintenance of EFDC hydrodynamic model to use as a tool to evaluate future changes in source waters to Lake Houston. Utilize documented hydrodynamic model, add water quality module, develop scenarios of interest to simulate with documented hydrodynamic model.

Subtotal \$ 20,000 \$ 50,000 \$ 70,000

4. Discrete water-quality sampling (Trinity): Conduct monthly water-quality sampling and analysis in the Trinity River below Lake Livingston and above Liberty. Water-quality events on will be sampled on an as-needed basis. Purpose of this data will be to document seasonal variation in water-quality constituents and evaluate the effects of flow, release, and runoff on selected water-quality parameters in support of future diversion to Lake Houston and current diversion the CWA canal and East WPP.

Subtotal \$ 35,000 \$ 80,000 \$ 115,000

Lake Houston Water Quality Monitoring - Monitoring and Interpretation

Total \$ 192,000 \$ 368,000 \$ 560,000

SUMMARY CITY OF HOUSTON

Project	City of Houston Funds		Total Cost
	USGS Funds	Funds	
00150 Basic Surface Water Data Collection	\$ 7,750	\$ 23,950	\$ 31,700
9XF01 Groundwater and Subsidence Monitoring	\$ 17,000	\$ 39,000	\$ 56,000
D1F01 Naturally Occurring Contaminants in Ground-Water - Monitoring and Interpretation	\$ 95,000	\$ 200,000	\$ 295,000
9XI06 Lake Houston Watershed Water Quality Monitoring and Interpretation	\$ 294,000	\$ 607,500	\$ 901,500
Subtotal Water Supply	\$ 413,750	\$ 870,450	\$ 1,284,200
D3D02 Bacteria and water quality associated with wastewater operations	\$ -	\$ 107,000	\$ 107,000
Subtotal Waste Water	\$ -	\$ 107,000	\$ 107,000
Total	\$ 413,750	\$ 977,450	\$ 1,391,200