



City & Borough of Sitka
Electric Department

105 Jarvis Street, Sitka AK. 99836
Telephone: 907-747-4000 Fax: 907-747-3208



Memorandum

March 3, 2010

To: Jim Dinley, Municipal Administrator
From: Christopher Brewton, Utility Director, Electric Department
Subject: **USGS Joint Funding Agreement – Takatz Lake Stream Gaging**

Request

I request Assembly approval authorizing the Municipal Administrator to execute the attached Joint Funding Agreement with the U.S. Department of Interior, U.S. Geological Survey (USGS) for construction and operation of two (2) stream gaging stations for the Takatz Lake project. The period of the Agreement is for three (3) years at a total cost of \$250,183.

Background:

On September 19, 2008 the Federal Energy Regulatory Commission (FERC) approved the City & Borough of Sitka's application for a preliminary permit to study the feasibility of the Takatz Lake Hydroelectric Project. Pursuant to FERC's approval CBS initiated proceedings under the Alternative Licensing Process (ALP) to investigate project feasibility.

Local hydrologic parameters are critical to determining project feasibility and Joint Funding Agreement 09W0AK212740300 was approved with the USGS in 2008 for recommissioning an existing stream gage at the project site. Subsequently, review comments were received from the Alaska Department of Fish and Game (ADF&G) under the project scoping process recommending establishment of two (2) stream gage sites at Takatz Lake to ensure sufficient baseline hydrologic data is collected.

Analysis:

In addition to environmental concerns, understanding of system flows and capacities are necessary for calculation of energy available from the project. To minimize administrative costs, electric department staff and USGS negotiated a multi-year agreement that will provide adequate hydrologic information for all parties. USGS personnel recently visited the site and have selected a location acceptable to ADF&G for the installation of a second stream gage which will be commissioned as soon as weather conditions allow.

Funding:

Project costs are apportioned on a yearly basis: \$78,585 for 2010, \$83,300 for 2011, \$88,298 for 2012 for a total project cost of \$250,183. Sufficient funding is available from the Takatz Lake Hydroelectric Project No. 90614.

Recommendation:

I recommend the Assembly authorize the Municipal Administrator to execute Joint Funding Agreement No. 10W0AK212740300 with the USGS.

Proposed Motion:

I MOVE to approve the Joint Funding Agreement in the amount of \$250,183 with the USGS for stream gaging installations for the Takatz Lake Hydroelectric Project; authorize the Municipal Administrator to sign the Agreement; obligate project funds in the amount of \$250,183 from the Takatz Lake Hydroelectric Project No. 90614; and execute this action on behalf of the Assembly of the City & Borough of Sitka.

Form 9-1366
(Oct. 2005)

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

Customer #: AK037
Agreement #: 10W0AK212740300
Project #: 9054CW2
TIN #: 92-0041163
Fixed Cost Agreement Yes No

Page 1 of 2

FOR

Alaska Science Center, Water Division

THIS AGREEMENT is entered into as of the 1st day of January, 2010, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City and Borough of Sitka, 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 Takatz Creek Streamgaging, 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.

(a) \$0 by the party of the first part during the period
1 January 2010 to 31 December 2012

(b) \$250,183.00 by the party of the second part during the period
1 January 2010 to 31 December 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.

2/16/2010

Form 9-1366
continued

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

Customer #: AK037
Agreement #: 10W0AK212740300
Project #: 9054CW2
TIN #: 92-0041163

- 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

City and Borough of Sitka

USGS Point of Contact

Customer Point of Contact

Name: Randy Host
Address: 1910 Alex Holden Way
Juneau, AK 99801
Telephone: 907-586-7101
Email: rhost@usgs.gov

Name: Christopher Brewton
Address: 105 Jarvis Street
Sitka, AK 99835
Telephone: 907-747-1870
Email: chrisb@cityofsitka.com

Signatures

Signatures

By  Date 18 Feb 10
Name: Carl J. Markon
Title: Center Director

By _____ Date _____
Name: Christopher Brewton
Title: Utility Director

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____