



# BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 7/11/2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Department of Interior US Geological Survey (USGS)

**\*Project Title/Description:**

Joint Funding Agreement for Water Resource Investigations

**\*Purpose:**

USGS personnel shall, as requested, provide water resources expertise in a professional manner to assist Regional Flood Control District (District) staff in the installation or repair of Pima County's ALERT stream gaging stations, develop rating tables for site specific stream gages, perform flood flow measurements, analyze post-flood streamflow data for reporting needs, and perform other activities that enhance the streamflow monitoring capabilities of the District.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

The District operates the ALERT system to provide rainfall and streamflow data related to storm events impacting Pima County. Storm related information is analyzed and forwarded to Pima County personnel, emergency responders, other jurisdictions, and the public 24 hours per day, 365 days per year. The USGS plays an integral part in helping to keep the ALERT stream gauge network operational, physically measuring flood flows, developing rating tables and analyzing post-flood events. Accurate streamflow measurements and individual watercourse computer modeling efforts provided by the USGS enable the District to better forecast flood events and identify specific areas where flooding is likely.

**\*Public Benefit:**

Assist in making more informed decisions in a timely manner that may protect lives and reduce property damage from floods.

**\*Metrics Available to Measure Performance:**

Reduction in the preventable loss of life and property damage resulting from floods.  
Timely repair of damaged stream gages.  
Timely installation of new stream gages.  
Correlation of actual stream flow measurements to produced rating tables.

**\*Retroactive:**

Yes. The Pima County Attorney requested the USGS revise/amend the IGA, which caused a delay in acquiring signatures from the USGS.

To COB: 6/26/23  
ver: 1  
P8: 4 (1)

JUN23 23PM0150 PD

**THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED**

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 23\*380  
 Commencement Date: 7/1/2023 Termination Date: 6/30/2028 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 300,000 \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** Flood Control Tax Levy

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:** \_\_\_\_\_

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:** \_\_\_\_\_

**\*Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Match funding from other sources?** ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Funding Source:** \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Lynn Orchard (M. Guzman 4-4611 for P/U)

Department: Regional Flood Control District

Telephone: 520-724-4600

Department Director Signature: \_\_\_\_\_ Date: 6/22/23

Deputy County Administrator Signature: \_\_\_\_\_ Date: 6/23/2023

County Administrator Signature: \_\_\_\_\_ Date: 6/23/2023

Form 9-1366  
(May 2018)

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

Customer #: 6000000793  
Agreement #: 23CMAZ06900  
Project #:  
TIN #: 86-6000543

Fixed Cost Agreement YES[ ] NO[ X ]

THIS AGREEMENT is entered into as of the July 1, 2023, by the U.S. GEOLOGICAL SURVEY, Arizona Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Pima County 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) \$0 by the party of the first part during the period  
July 1, 2023 to June 30, 2028
- (b) \$300,000 by the party of the second part during the period  
July 1, 2023 to June 30, 2028
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: NA

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement through an amendment to this agreement initiated by an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement through an amendment to this agreement initiated by 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. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366  
(May 2018)

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

Customer #: 6000000793  
Agreement #: 23CMAZ06900  
Project #:  
TIN #: 86-6000543

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

10. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

11. Each Party to this contract is responsible for its own negligence. The USGS agrees to be responsible for damages to persons or property caused by the negligent acts or omissions of USGS employees, acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq.

The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article.

**USGS Technical Point of Contact**

Name: Daniel Evans  
Supervisory Hydrologist/Data Chief  
520 N Park Ave  
Address: Tucson, AZ 85719  
Telephone: (520) 670-3311  
(520) 670-5592  
Email: devans@usgs.gov  
Fax:

**Customer Technical Point of Contact**

Name: Lynn Orchard  
Watershed Studies Division Manager  
201 N. Stone Ave. 9th Floor  
Address: Tucson, AZ 85701  
Telephone: (520) 724-4600  
Email: Lynn.orchard@pima.gov  
Fax:

**USGS Billing Point of Contact**


Name: Alexis Lopez  
Budget Technician  
520 N. Park Ave  
Address: Tucson, AZ 85719  
Telephone: (520) 670-3339  
Fax:  
Email: aslopez@usgs.gov



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Fax:  
Email: Lynn.Orchard@pima.gov

U.S. Geological Survey  
United States  
Department of Interior

Pima County

By JAMES LEENHOUTS  Digitally signed by JAMES LEENHOUTS  
Date: 2023.06.15 17:24:47 -07'00'  
Name: James M Leenhouts  
Title: Director

By   Digitally signed by Lynn Orchard  
Date: 6/22/2023  
Name:  
Title:

**PIMA COUNTY FLOOD CONTROL DISTRICT**

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board


\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney

6/22/2023  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Department Head

6/22/23  
\_\_\_\_\_  
Date

**Work Plan for the period July 1, 2023 through June 30, 2028, to Support Pima County Regional Flood Control District's streamflow monitoring program.**

The USGS will support the Regional Flood Control District's streamflow measurement and monitoring activities by providing USGS personnel to help in the analysis of pre- and post-flood streamflow data, flood measurements, rating table development, installation of reach-scale monitoring sites, the installation and repair of streamflow gage infrastructure upon request, and other activities that enhance streamflow monitoring capabilities.

The Regional Flood Control District operates and maintains a network of real-time ALERT precipitation and stormwater runoff gages. The following was taken from the Regional Flood Control District webpage:

"ALERT system sensors are event driven and transmit data in real-time to base station computers at the District's office and the Tucson National Weather Service office. Event driven real-time transmission, means that transmission of data occurs immediately as data is collected at field sites.

Data collected by the ALERT system is used by the National Weather Service to assist in issuing flood watches and warnings and to ground-truth radar determined rainfall estimates."

The work assignments are developed by the Regional Flood Control District contacting the USGS with a request to assist them in one of the above tasks. The USGS will provide a cost estimate for the task, and then with the Regional Flood Control District's approval, the USGS will carry out the negotiated work.