



Utility Committee Meeting

AGENDA

October 6, 2009

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [Discussion / Approval - MGAG Hedge Program Resolution](#)
2. [Approval - US Geological Survey Yearly Service Agreement](#)

III. ADJOURN



Utility Committee Meeting

AGENDA

October 6, 2009

Item:

Discussion / Approval - MGAG Hedge Program Resolution

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

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Attachments / click to download

 [Administration Agreement for CDBG 2009](#)



***AGREEMENT FOR PROFESSIONAL ADMINISTRATION SERVICES
BETWEEN
CITY OF MONROE & ALLEN-SMITH CONSULTING
Prepared 9/28/09***

This agreement is entered into by and between the CITY OF MONROE (hereinafter called the ("RECIPIENT")), and Allen-Smith Consulting, (hereinafter called the CONSULTANT).

The RECIPIENT desires to comply with the terms of the Community Development Block Grant, (CDBG), from the Georgia Department of Community Affairs, (DCA) for the purpose of Sewer Improvements funded with 2009 CDBG funds (herein after called the Project) and is desirous of competent and capable administration services for said grant.

The CONSULTANT is staffed with professional administrators and is competent in grant administration;

The RECIPIENT and CONSULTANT in consideration of their mutual covenants herein agree on performance of professional administrative services by the CONSULTANT, and the payment for such services by the RECIPIENT as set forth and the attachments hereto:

SECTION 1.0 - GRANT ADMINISTRATION SERVICES

A. The CONSULTANT shall provide administrative services for the PROJECT as defined herein and is limited to those services specifically set forth herein.

1. Assist with the execution and submittal of the grant award package documentation to the Georgia Department of Community Affairs;
2. Assist in maintaining a filing and record keeping system as required by DCA;
3. Assist in maintaining a record of funds, their applicability and make same available to the CLIENT, and/or DCA on request;
4. Assist to record the reasonableness, allocability, and allowability of all costs pertaining to the PROJECT in accordance with applicable federal and state regulations;
5. Prepare the environmental assessment, publish the concurrent notice, and request release of funds from the Georgia Department of Community Affairs for environmental clearance;
6. Serve as Liaison between the ENGINEER, DCA, CONTRACTOR, and the CLIENT on matters related to grant compliance;
7. Assist in maintaining files of all source documents supporting financial transactions and administrative actions, including procurement processes;
8. Assist in gaining approval for any general and special conditions to the original grant;

9. Schedule, prepare, coordinate and conduct public hearings as required by CDBG guidelines;
 10. Prepare and process periodic drawdown of fund requests for the CLIENT;
 11. Request appropriate wage rate decision and forward to appropriate party(ies);
 12. Coordinate construction contract award with CLIENT to insure compliance with Labor Standard Laws;
 13. Monitor contractors' and subcontractors' payrolls for compliance with applicable labor standards;
 14. Assist contractors' and subcontractors' with corrections and revisions to certified payrolls for compliance with applicable labor standards;
 15. Conduct employee interviews of contractor and subcontractors for compliance with applicable labor standards;
 16. Prepare and submit quarterly progress reports to DCA;
 17. Coordinate and attend all monitoring visits by DCA or other agencies, as necessary;
 18. Assist in keeping project schedule on track with Engineer and CLIENT;
 19. Assist in all phases of the project to adhere to the requirements in the applicable CDBG Applicants' and Recipients' manuals, as well as to other directives issued by DCA;
 20. Obtain and document all beneficiary count numbers for the project files and monitoring by DCA;
 21. Prepare all closeout documentation as required of the project to close the grant.
- B.** Items specifically not included in the basic fee are as follows:
1. Negotiations for permits;
 2. Any required legal surveys relating to land and/or easement acquisition;
 3. Amendments to change the original scope of the grant, and supporting documents relating thereto;
 4. Advertising, legal, fiscal, auditing and permit fees;
 5. Negotiation of lease agreements.

SECTION 2.0 - RECIPIENT'S RESPONSIBILITIES

The RECIPIENT's responsibilities to the CONSULTANT shall specifically include but may not be limited to those items set forth herein.

A. Responsibilities to the CONSULTANT shall be:

1. To provide full information as to the RECIPIENT's requirements for the PROJECT and to provide copies of all correspondence pertaining to the PROJECT;
2. To make available from RECIPIENT's files any data and information necessary to provide continuity and accountability of PROJECT funds and/or materials;
3. To provide original or copies of original studies, reports, proposals, and other documents necessary to provide an audit trail of all monies expended and received;

**GRANT ADMINISTRATION SERVICES AGREEMENT
ALLEN-SMITH CONSULTING & CITY OF MONROE
PAGE 3**

4. Designate, in writing, a person to act as representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement;
5. Give prompt written notice to the CONSULTANT whenever RECIPIENT observes or otherwise becomes aware of any defect in the PROJECT or changed circumstances affecting the PROJECT;
6. The RECIPIENT shall be responsible for compliance with such conditions of the grant as may be imposed by DCA.

SECTION 3.0 - PERIOD OF SERVICE

- A. The CONSULTANT's services shall be commenced immediately upon the written authorization of the RECIPIENT and shall be completed in a timely manner to facilitate completion of the PROJECT within the Grant Award Period. Goals and milestones along with dates and deadlines will be established at the kick-off meeting and followed by all parties involved in the project.
- B. It is understood that the CONSULTANT shall not be held liable or responsible to the RECIPIENT if the CONSULTANT is delayed in or prevented from performing the services specified herein, because of any cause or causes beyond the control of the CONSULTANT, and not due to the CONSULTANT's own fault or negligence including but not limited to, acts of God, inclement weather conditions, floods, fires, acts of the government, epidemics or failure of the RECIPIENT, Recipient's Attorney, or Project Engineer to fulfill any of their responsibilities.

SECTION 4.0 - FEES FOR PROFESSIONAL SERVICES

The RECIPIENT agrees to pay and the CONSULTANT agrees to accept for the services described in Section 1.0, the following amount.

TOTAL FEE FOR GRANT ADMINISTRATIVE SERVICES \$30,000.00
(Thirty Thousand and 00/100)

A. Payment Schedule:

1. The CONSULTANT will submit monthly invoices to the RECIPIENT for services performed by the CONSULTANT. The amounts of said invoices will be based upon the amount and value of the work and services performed by the CONSULTANT under this Agreement.

B. Additional Services;

1. In the event the PROJECT requires the CONSULTANT to perform additional professional services beyond the scope of services contained in Section 1.0, and beyond the grant period established in the Grant Award Document, the CONSULTANT will bill the Recipient on an hourly basis at \$90.00 an hour as work is performed.

SECTION 5.0 - GENERAL CONDITIONS

A. Successors and Assigns:

1. The CONSULTANT and RECIPIENT are each bound in all respects by the covenants of this Agreement.
2. Neither the CONSULTANT nor the RECIPIENT will assign, sublet, or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CONSULTANT and the RECIPIENT.

B. Agreement Documents and References:

1. The executed agreement documents shall consist of the following:
 - a. This agreement
 - b. Addenda signed by both parties, as necessary
2. This agreement, together with other documents enumerated under this Article which said other documents are as fully a part of the agreement as if hereto attached or herein repeated, forms the agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ____ day of _____, 2009.

RECIPIENT:

CITY OF MONROE

By: _____

Attest: _____

CONSULTANT:

ALLEN-SMITH CONSULTING

By: Patsy Allen
Patsy Allen

Attest: Debra Smith
Debra Smith



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Approval - US Geological Survey Yearly Service Agreement

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 [US Geological Survey Yearly Service Agreement Info](#)



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: GA006
Agreement Number: 10E4GA25030007
DUNS: XXXXXXXX
TIN: 586011431
Fixed Cost Agreement: YES

August 27, 2009

Mr. Julian Jackson
City of Monroe
City Manager
Post Office Box 1249
Monroe, Georgia 30655

Dear Mr. Jackson:

Enclosed please find two copies of the Joint Funding Agreement (JFA) with original signatures for the project entitled "the continued operation and routine maintenance of the streamflow rating and staff gages as follows:

02208198 Alcovy River at New Hope Church Road near Monroe, Georgia
02208300 Alcovy River at U.S. Highway 78 near Monroe, Georgia

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, 2009, and ending on September 30, 2010, at a total cost of \$5,600 provided by MONROE WATER, LIGHT AND GAS COMMISSION, MONROE, 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 annually. 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.

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

Sincerely,

Edward H. Martin, Director
USGS Georgia Water Science Center
DUNS# 937842847 / Cost Center 2503

Enclosures

Item # 2

Form 9-1366
(Nov. 1998)

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

Customer #	GA006
Agreement #	10E4GA25030007
DUNS #	XXXXXXXXXX
TIN #	586011431
Fixed Cost	X Yes No

For
USGS Georgia Water Science Center

THIS AGREEMENT is entered into as of the 1st day of October, 2009, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the MONROE WATER, LIGHT AND GAS COMMISSION, MONROE, 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 "the continued operation and routine maintenance of the streamflow rating and staff gages 02208198 Alcovy River at New Hope Church Road near Monroe, Georgia and 02208300 Alcovy River at U.S. Highway 78 near Monroe, Georgia," 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(a) includes In-Kind Services in the amount of \$-0-.
 - (a) \$0 by the party of the first part during the period
October 1, 2009 to September 30, 2010
 - (b) \$5,600 by the party of the second part during the period
October 1, 2009 to September 30, 2010
 - (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 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 bills using Department of the Interior Bill for Collection (form DI-1040). Billing will be rendered annually. Ten (10%) percent of the final scheduled payment will be billed upon delivery of the final product. 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).
10. Termination: The agreement will terminate on September 30, 2010, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing 60 day's written notice to the other party. When an accepted agreement is cancelled or terminated by the party of the second part, the party of the first part is

authorized to collect costs incurred prior to cancellation or termination of the agreement plus any other termination costs.

U.S. GEOLOGICAL SURVEY
UNITED STATES
DEPARTMENT OF THE INTERIOR

CUSTOMER

USGS Point of Contact

Name: Brian E. McCallum
Address: 3039 Amwiler Road, Suite 130
Atlanta, Georgia 30360
Phone: 770-903-9127
Fax: 770-903-9199
E-mail: bemccall@usgs.gov

Point of Contact

Name: Julian Jackson
Address: Post Office Box 725
Monroe, Georgia 30655
Phone: 770-267-3429
Fax: 770-266-5111
E-mail: cityman@monroeaccess.net

Signatures

Signatures

By: Edward H. Martin Date: 8-28-09 By: _____ Date: _____
Name: Edward H. Martin Name: _____
Title: Director Title: _____
DUNS# 937842847
Cost Center 2503

By: _____ Date: _____ By: _____ Date: _____
Name: _____ Name: _____
Title: _____ Title: _____

By: _____ Date: _____ By: _____ Date: _____
Name: _____ Name: _____
Title: _____ Title: _____

(USE ADDITIONAL PAPER IF ADDITIONAL SIGNATURES ARE REQUIRED)