



United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

U.S. Geological Survey
1400 Independence Road
Rolla, MO 65401

U.S. Geological Survey
PO Box 25046 MS 510
Denver, CO 80225

Customer #: 6000001811

Agreement #:

TIN#: 620694743

Fixed Cost: No

Joint Funding Agreement

For

2024 Middle TN Elevation Derived Hydrography Acquisition

This agreement is entered into as of the _____ day of _____, 2024 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF INTERIOR party of the first part, and Davidson County, TN, 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 a project to acquire Elevation-Derived Hydrography for approximately 9,472 square miles in the area of interest

herein called the program, see attached statement of work. 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: \$ 0.00 _____

- a) by the party of the first part during the period

Amount	Date		Date
\$ 0.00 _____	Date of Last Signature _____	To	4/30/27 _____

- b) by the party of the second part during the period

Amount	Date		Date
\$ 100,000.00 _____	Date of Last Signature _____	To	4/30/27 _____

- c) Additional information on other potential partners contributing to this program through separate agreements with USGS (participants and funding amounts are projected and are subject to change):

Participant	Amount
TN Department of Environment & Conservation	\$ 340,000.00
TN Department of Transportation	\$ 583,000.00
City of Brentwood, TN	\$ 24,999.00
Williamson County, TN	\$ 50,000.00
City of Franklin, TN	\$ 25,000.00
NRCS	\$ 789,665.00
USGS	\$ 92,700.00
Estimated Total of Separate Agreements:	\$ 1,905,364.00

- d) All contributions are subject to the 6% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
- e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 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 with compensation to USGS for work performed to that point.
- 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) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data](#) and [Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release](#).
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices in advance for the full agreement amount.

Payments of bills are due within 60 days of the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds 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) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If the objectives of this program require airborne acquisition or field work and that data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If the objectives of this program require airborne acquisition or field work and that data is to be collected over military properties, then DoD clearance may be required. The USGS GPSC contractor is responsible for obtaining all required DoD clearances and notifying the USGS Contracting Officer's Representative and USGS Technical Point-of-Contact of any restrictions. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to those areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from remotely sensed data acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. USGS may use the restricted data internally and/or provide a copy of the restricted data to federal agencies for their internal use. All non-federal entities must receive written permission from the Tribe to receive a copy of the restricted data regardless of their status as a funding partner. Entities who receive a copy may not further distribute the restricted Tribal data.
If USGS receives a FOIA request for the data, we will work with the Tribe to protect the data from release under the FOIA to the best of our ability under the law. However, after our FOIA Office reviews any such request and after appropriate coordination with the Tribe and consultations and discussions with the Office of the Solicitor, Division of Indian Affairs and Division of General Law, it may be determined that USGS has no legal basis to protect the information. Also, in the event that USGS were to deny such a FOIA request, USGS's decision could be overturned on appeal by the Department of the Interior's FOIA Appeals Office or by a federal court.
- 15) Regarding any agreements that are associated with, or become associated with Data Collaboration Announcement (DCA) proposals for 3DEP and 3DHP projects prior to DCA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the DCA selection process.

**U.S. Geological Survey United States
Department of the Interior**

Davidson County, TN

USGS Point of Contact

Name:	George Heleine
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Partner Point of Contact

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USGS Billing Contact

Name:	Janet Anselm
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Partner Financial Contact

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Telephone:	(615) 880-2644
Email:	Gregg.nicholson@nashville.gov

Signatures and Date

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: Kim Mantey

Name: John Griffey

Title: Director, USGS-NGTOC

Title: Interim Director, Metro Information Te

IN WITNESS WHEREOF, the parties hereto have executed this contract.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**

RECOMMENDED BY:

Signed by:
John Griffey

1FAC4E3E1D884D3...
John Griffey, Interim Director
Department of Information Technology Services

8/5/2024

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Signed by:
Kevin Crumbo/mjw

62377A2A8742469...
Director of Finance
Department of Finance

8/7/2024

Date

APPROVED AS TO FORM AND
LEGALITY:

Signed by:
Erica Haber

D4F54A38135D454...
Assistant Metropolitan Attorney

8/7/2024

Date

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

Mayor

Date

ATTEST:

Metropolitan Clerk

Date

June 12, 2024

STATEMENT OF WORK

2024 Middle TN Elevation Derived Hydrography Acquisition

1. Purpose

The U.S. Geological Survey (USGS) and the partners will collaborate to acquire Elevation-Derived Hydrography (EDH) developed from topographic lidar for approximately 9,472 square miles in the Area of Interest (AOI) defined by hydrologic units in the Watershed Boundary Dataset (WBD) (see Section 5). The data will support a variety of case uses including dam safety, hydraulic design, environmental compliance and enforcement, long-range planning, water resource protection, and many others. Data acquisition is planned for fall 2024 but may be extended if needed based on discussions between the USGS, contractor, and partner. The project will consist of high-accuracy geospatial data mapping the water drainage network of the AOI with features such as rivers, streams, canals, lakes, and ponds as defined in USGS EDH Acquisition Specifications and READ Rules (see Section 3).

2. General Terms

USGS will select a qualified contractor to perform the hydrography data collection and processing via the Geospatial Products and Services Contract (GPSC). GPSC task orders are awarded to qualified contractors through federal government solicitation. Qualified contractors are selected for a base contract award in accordance with Public Law 92-528 (Brooks Act) and FAR 36.6 - Architect-Engineering Services, which establishes a qualifications-based selection process in which contracts for architectural and engineering services are negotiated based on demonstrated competence and qualification for the type of professional services required.

Contractor selection is based on the following 6 criteria:

- (1) Professional qualifications necessary for satisfactory performance of required services;
- (2) Specialized experience and technical competence in the type of work required;
- (3) Capacity to accomplish the work in the required time;

- (4) Past performance on contracts with government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
- (5) Location in the general geographical area of the project and knowledge of the locality of the project and;
- (6) Acceptability under other appropriate evaluation criteria.

Level of effort is negotiated on each task order issued under the base contracts. This process is aligned with the Department of Interior consultant Request for Proposal (RFP) and selection process.

The task order issued by USGS to the selected GPSC contractor provides full details regarding project collection requirements, deliverables, schedules, and deadlines. A copy of the task order will be provided to the partner.

USGS will:

- Execute separate funding agreements with partners in support of the total project cost.
- Prepare a task order for agreed upon products and services.
- Serve as government point of contact during the full period of the agreement.
- Receive, inspect, and catalog 3DHP standard products and deliverables.
- Validate 3DHP standard products and deliverables that meet *USGS EDH Acquisition Specifications – 2023 Rev. A2* (or subsequent version) and *READ Rules - 2023 Rev. A3* (or subsequent version).
- Return data to contractor as needed for error correction/rework.
- Provide final data through the National 3DHP dataset via downloadable data and services accessible through The National Map.

Partner will:

- Provide funding for the project as described in the agreement.
- Pay contract project costs plus applicable GPSC assessment fee which is calculated by USGS as 6% of the contracted project cost, not to exceed the amount specified in the agreement.
- Assist USGS in resolving project issues as needed and appropriate.

3. Specifications and Deliverables

Unless otherwise stated, all specifications and deliverables will meet or exceed *USGS EDH Acquisition Specifications – 2023 Rev. A2* (or subsequent version) and *READ Rules - 2023 Rev. A3* (or subsequent version) (www.usgs.gov/3DHP/HydroSpecs).

General Requirements

- Project areas will be defined by a current copy of the WBD to ensure they represent current WBD boundaries.
- Project areas will be defined by hydrologic units no smaller in areal extent than 10-digit

unless agreed upon in advance.

- Coordinate System and Projection: All project deliverables will be delivered to USGS in CONUS Albers, NAD83 (2011) (EPSG 6350), NAVD88, horizontal units in meters and vertical units in meters. If source data is not in EPSG 6350, the contractor shall reproject source DEM files to EPSG 6350 before deriving hydrographic features.
- DoD may have restricted lidar acquisition over military properties. Hydrography data acquisition over restricted military areas will be based on the best available DEM or existing data from the National Hydrography Dataset (NHD).
- Lidar data restrictions may be present over Tribal lands. Hydrography data acquisition over Tribally restricted lands will be based on the best available DEM or existing data from the NHD.
- Area of interest, deliverables, and/or specifications may be modified prior to task award if mutually agreed to by the USGS, contractor, and partner.

These hydrography products will be placed in the public domain and will be made available for viewing and download through the USGS National Map.

4. Contacts

USGS Administrative		City of Brentwood Administrative
Jim Almekinder	Name	Kirk Bednar
GPSC Agreement Lead		City Manager
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573-308-3549	Telephone	615-371-0060
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USGS Financial (Billing)		City of Brentwood Financial
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USGS Liaison		City of Brentwood Data Delivery
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National Map Liaison		GIS Coordinator
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5. Project Area Map

