

REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

Tracking Number: 15.

Date of Request: July 23, 2007

Date Request Received: July 24, 2007

Board Meeting Date Requested: August 6, 2007

Board Meeting Date Assigned: August 6, 2007

Short Title: Resolution Approving Joint Funding Agreement With The U.S. Geological Survey For N.E. Cape Fear River Monitoring Equipment Maintenance.

- Request Status:**
- Request is proceeding to Board of Commissioners
 - More information is needed – see attached
 - Request on hold – no further information needed
 - Other:

Background: In 1999 a river monitoring station was installed on the N.E. Cape Fear River at the N.C. Hwy 53 Bridge east of Burgaw. The station was funded with mitigation grant money from Hurricane Fran and funds from the U.S. Geological Survey. The county agreed as a part of the project to pay yearly maintenance fees on the station. Information from the station is being used to help with flood forecasts in the future. Real time information from the station can be obtained on the Internet at

http://www.nc.usgs.gov/nc/nwis/uv?site_no=02108566. A quick link to the site can be found at PenderEM.com

Funds for this purchase are budgeted in Emergency Management - Contracted Services 525-404500. The County has been invoiced by the U.S.G.S. for funding for the preceding fiscal year (FY 60-07)

(Administrative Use Only)

CONTRACT TYPE

- Renewal
- For Service(s)
- Intergovernmental – County as Grantee
 - Federal Grantor
 - State Grantor
 - Grantor
- County as Grantor
 - County Funds
 - Other Funds:
- Revision
- For Equipment

Specific Action Requested: The Board is requested to authorize Pender County to continue in the Joint Funding Agreement with the U.S. Geological Survey in which the U.S.G.S. and the County maintain the river monitoring station located on the N.E. Cape Fear River at the N.C. Hwy 53 Bridge.

PURCHASING Budgeted Item: Yes No
Date Rec'd: Reviewed and Approved
 Comments on Reverse

Date Sent: Signed:

Requested by: Eddie King
Department: Emergency Management
Title: Director
Contact Phone: 910-259-1210
Contact Fax: 910-259-1409

ATTORNEY Reviewed and Approved
Date Rec'd: Legal Problem(s)
 Comments on Reverse

Date Sent: Signed:

FINANCE Sufficient Funds Available Not Available
Date Rec'd: Budget Amendment Necessary
 Budgeted Amendment is Attached
 Comments on Reverse

Date Sent: Signed:

CLERK Signature(s) Required:
 Board Chairman/County Manager
 Other:

Date Rec'd Approved by Board: Yes No
At meeting on

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval.

LAB
INITIALS

RESOLUTION: NOW, THEREFORE, BE IT RESOLVED, by the Pender County Commissioners that

the Joint Funding Agreement for the N.E. Cape Fear River Monitoring System with the U.S. Geological Survey is approved. The Chairman and/or County Manager is authorized to execute any/all agreements necessary to implement the resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Rivenbark _____ Blanchard _____ Brown _____ Tate _____ Williams _____

F. D. Rivenbark, Chairman 8/06/07
DATE

Clerk 8/06/07
DATE

Form 9-1366
(Oct. 2005)

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

Customer #: NC067
Agreement #:
Project #: 2510-00100
TIN #: 56-6000329
Fixed Cost Agreement Yes No

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 17th day of May, 2007, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Pender County Emergency Management, North Carolina, 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 for operation and maintenance of a stream-gaging station on the Northeast Cape Fear River near NC53, 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 \$0.00.

(a) \$0.00 by the party of the first part during the period
July 1, 2007 to June 30, 2008

(b) \$5,200.00 by the party of the second part during the period
July 1, 2007 to June 30, 2008

(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.

Form 9-1366
continued

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

Customer #: NC067
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Project #: 2510-00100
TIN #: 56-6000329

- 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 **on or about June 1, 2008**. 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

Pender County Emergency Management

USGS Point of Contact

Customer Point of Contact

Name: Jeanne Robbins
Address: 3916 Sunset Ridge Road
Raleigh, NC 27607

Telephone: 919-571-4017
Email: jrobbins@usgs.gov

Name: Eddie King
Address: Emergency Management Director
Post Office Box 28
Burgaw, NC 28425

Telephone: 919-259-1200
Email:

Signatures

Signatures

By  Date 5-11-07
Name: Jerad D. Bales
Title: Director, USGS NC WSC

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title: