



REQUEST FOR BOARD ACTION

ITEM NO. 7.

DATE OF MEETING: June 1, 2009

REQUESTED BY: Eddie King, Emergency Management Director

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

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 purchase and construction of 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://wwwnc.usgs.gov/nc/nwis/uv?site_no=02108566. A quick link to the site can be found at PenderEM.com. Funds for this agreement are budgeted in Emergency Management - Contracted Services 525-404500.

SPECIFIC ACTION REQUESTED: The Board is requested to authorize the annual renewal of 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. This agreement will be in force from July 1, 2009 through June 30, 2010.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

RS

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of 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: Tate ___ Brown ___ Blanchard ___ Rivenbark ___ Williams ___

Jimmy T. Tate, Chairman June 1, 2009
Date

ATTEST June 1, 2009
Date

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

Page 1 of 2
Customer #: NC067
Agreement #: 09E4NCPENDER
Project #: 2510-0014R
TIN #: 56-6000329
Fixed Cost Agreement Yes No

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 13th day of May, 2009, 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.

..... by the party of the first part during the period
(a) \$0.00 July 1, 2009 to June 30, 2010

..... by the party of the second part during the period
(b) \$5,600.00 July 1, 2009 to June 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.

Form 9-1366
continued

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

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- 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, 2010. 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

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Raleigh, NC 27607

Name: Eddie King
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Burgaw, NC 28425

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Email: jrobbins@usgs.gov

Telephone: 919-259-1200
Email:

Signatures

Signatures

By  Date 5-19-2009
Name: Jerad D. Bales
Title: Director, USGS NC WSC

By _____ Date _____
Name: Eddie King
Title: EM Director

By _____ Date _____
Name:
Title:

By _____ Date _____
Name:
Title:

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