



REQUEST FOR BOARD ACTION

ITEM NO. 6.

DATE OF MEETING: August 1, 2011

REQUESTED BY: Charles R. Collins, Emergency Management Director

SHORT TITLE: Resolution Authorizing River Monitoring Purchase Order to the US Geological Survey: \$6,000

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.

Funds for this expenditure are budgeted in Emergency Management - Contracted Services 525-404500. The County has been invoiced by the U.S.G.S. for funding for FY 11-12.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to consider a resolution to authorize a purchase order in the amount of \$6,000.00 to the US Geological Survey for maintenance of the monitoring station on the NE Cape Fear River at the NC Hwy 53 Bridge.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

a purchase order in the amount of \$6000.00 is authorized to be issued to the US Geological Survey for maintenance of the NE Cape Fear River monitoring station. The County Manager/Chairman shall have the authority to execute any/all documents necessary to implement this resolution.

525-404500 Contracted Service

\$6000.00

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Brown ___ Tate ___ Rivenbark ___ Ward ___ Williams ___

George R. Brown, Chairman 08/1/2011
Date

ATTEST 08/1/2011
Date

Form 9-1366
(Oct. 2005)

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

Customer #: 6000000192
Agreement #:
Project #:
TIN #: 56-6000329
Fixed Cost Agreement Yes No

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 24th day of May, 2011, 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 the 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, 2011 to June 30, 2012

(b) \$6,000.00 by the party of the second part during the period
July 1, 2011 to June 30, 2012

(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 #: 6000000192
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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, 2012**. 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: Charles R. Collins
Address: Emergency Management Director
Post Office Box 28
Burgaw, NC 28425

Telephone: (919) 259-1210
Email:

Signatures

Signatures

By Holly S. Weyers Date 5/25/11
Name: Holly S. Weyers
Title: Director, NC Water Science Center

By _____ Date _____
Name:
Title:

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
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Customer #: Page 1 of 2
600000192
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By  Date 5/25/11
Name: Holly S. Weyers
Title: Director, NC Water Science Center

By _____ Date _____
Name:
Title:

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Name:
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