



## REQUEST FOR BOARD ACTION

ITEM NO. 7.

**DATE OF MEETING:** December 12, 2011

**REQUESTED BY:** Tom Collins, Emergency Management Director

**SHORT TITLE:** Resolution Authorizing Increase Purchase Order to DRC for Hurricane Irene Debris Management from \$36,360 to \$43,000; Authorizing Reduction in Purchase Order to SAIC for Hurricane Irene Debris Management Monitoring from \$43,000 to \$30,000; and Authorizing Lease Agreement and Purchase Order for Temporary Use of Debris Management Site in the Amount of \$7,500.

**BACKGROUND:** In September the Board authorized purchase orders to DRC and SAIC for Hurricane Irene debris management and monitoring based on preliminary estimates of debris collection. The amounts were increased by the Board in November to provide for more accurate cost estimates, but can now be refined to more accurately reflect the final costs. As well, an agreement for the use of the land for the temporary debris site needs to be approved.

A total of 10,438 cy of vegetative debris was collected/delivered to the site on US 17 N. Of this, 6238 cy was collected by NCDOT on public roads, and 4200 cy was delivered to the site by residents or from areas not along public roads. The cost for debris management services is \$3.94 per cubic yard. NCDOT will be reimbursing the County for 100% its share of the debris management expenses, estimated at \$24,578. The County will be reimbursed 100% of debris disposal costs (75% by FEMA and 25% by the State), on the remaining amount, estimated not to exceed \$18,422. 100% of debris monitoring costs are FEMA reimbursable, estimated not to exceed \$30,000. The lease agreement provides for \$2,500 monthly for the use of the property, and the term will have been 3 months for a total of \$7,500. This is also 100% reimburseable through FEMA and the State.

In summary, the estimated total cost for debris management resulting from Hurricane Irene (\$80,500) will not exceed the \$90,000 overall debris management budget approved by the Board. The net cost to the County after the NCDOT and FEMA reimbursement is zero.

**SPECIFIC ACTION REQUESTED:** To consider a resolution authorizing an increase in the purchase order to DRC for Hurricane Irene debris management from \$36,360 to \$43,000; authorizing a decrease in the purchase order to SAIC for Hurricane Irene debris management monitoring from \$43,000 to \$30,000; and authorizing a lease agreement with and purchase order to Jeff Morris for temporary use of the debris management site in the amount of \$7,500.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

RM  
Initial

**RESOLUTION**

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

the Board hereby authorizes an increase in the purchase order to DRC for Hurricane Irene debris management from \$36,360 to \$43,000; authorizes a decrease in the purchase order to SAIC for Hurricane Irene debris management monitoring from \$43,000 to \$30,000; and authorizes a lease agreement with and purchase order to Jeff Morris for temporary use of the debris management site in the amount of \$7,500. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ Tate \_\_\_ Rivenbark \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
Chairman Date

\_\_\_\_\_  
ATTEST Date

**NORTH CAROLINA**

**LAND USE/LEASE AGREEMENT**

**PENDER COUNTY**

**THIS AGREEMENT**, made and entered this \_\_\_\_ day of \_\_\_\_\_, , by and between **PENDER COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "Lessee"; and Jeff Morris, as land owner, hereinafter referred to as "Lessor";

**WITNESSETH:**

**WHEREAS**, Lessor has agreed to lease to the Lessee a parcel of land on US 17 N in Pender County, North Carolina as a temporary debris management staging site for vegetative debris resulting from Hurricane Irene; and

**WHEREAS**, the parcel of land is more particularly described as Pender County tax parcel 4204-95-2776-0000; and

**NOW, THEREFORE**, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

1. This lease shall begin upon the actual use of the premises by Lessee, and cease upon the final closure of the site as provided for in the debris management contract in effect at the time between Pender County and the County's debris management contractor. This lease shall not extend beyond April 30, 2012.
2. As payment for the lease of the premises, Lessee shall pay Lessor the sum of \$2,500 per month.
3. It is expressly agreed that this lease is executed in order that Lessee may conduct upon the premises the business of temporary vegetative debris management services in connection with Hurricane Irene disaster recovery. At the termination of this agreement, the Lessee is obligated to remove all disaster debris from the premises, and shall assure the property is in as good a condition as it was prior to the use by the Lessee.
4. Lessee is responsible for acquiring and maintaining any licenses or permits required, and for complying with all regulatory requirements associated with the debris management services.
5. The parties agree to submit to non-binding mediation any disputed matters or issues arising under this Agreement that cannot be resolved by the parties and hereby agree to participate in such mediation in good faith. Upon completion of the mediation process, or upon the failure of the other Party to participate in such process, each of the Parties' rights to pursue resolution of any disputed matters as set forth in Section 6.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any action brought to enforce the parties' obligations or rights hereunder shall be brought solely in North Carolina. The venue for any action brought in the North Carolina General Court of Justice with respect to this Agreement shall lie in Pender County.

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

LESSOR: Jeff Morris

\_\_\_\_\_  
Jeff Morris  
\_\_\_\_\_  
(Date)

LESSEE: Pender County

\_\_\_\_\_  
Chairman, Board of Commissioners  
\_\_\_\_\_  
(Date)

This agreement has been preaudited in the Manner required by the Local Government and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer