



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
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MEMBERS  
DISTRICT 1. FRANK BURT, JR.  
2. CHRIS ELLIOTT  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

August 16, 2016

Mr. Maurice W. Treece  
USGS LMG Water Science Center  
75 TechnaCenter Drive  
Montgomery, Alabama 36117

**RE: Fiscal Year 2017 Joint Funding Agreement between the Baldwin County Commission and the U.S. Geological Survey**

Dear Mr. Treece:

The Baldwin County Commission, during its regularly scheduled meeting held on August 16, 2016, took the following actions:

- 1) Approved the annual *U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement for Water Resources Investigations* between the Baldwin County Commission and the U.S. Department of Interior U.S. Geological Survey in the amount of \$22,100.00 to be funded by the Baldwin County Commission. This funding provides for the continued operation of the continuous-record stage gauging stations at Magnolia River at U.S. Highway 98 near Foley, Styx River at County Road 64 near Loxley, and Styx River at Seminole; and a continuous-record rain gauge on Fish River near Silverhill; and
- 2) Authorized me, as Chairman, to sign the **enclosed** *Joint Funding Agreement* between the Baldwin County Commission and the U.S. Department of the Interior U.S. Geological Survey and any related documentation to cover the period from October 1, 2016, to September 30, 2017.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or Reggie Chitwood, Emergency Management Agency Director, at (251) 972-6801.

Sincerely,

TUCKER DORSEY, Chairman  
Baldwin County Commission

TD/met Item BD2

cc: Reggie Chitwood  
Danon Hoagland

ENCLOSURE

U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY

Customer #: 6000000753  
Agreement #: 17ESAL000000031  
Project #: 001AL  
TIN #: XXXXXXXXXX  
Fixed Cost Agreement YES

JOINT FUNDING AGREEMENT

FOR

Water Resources Investigations

THIS AGREEMENT is entered into as of the, 1st day of October, 2016 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Baldwin County Commission, 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 a program for the operation of continuous-record stage gaging stations at Magnolia River at U.S. Hwy. 98 near Foley, Styx River at CR 64 near Loxley, and Styx River at Seminole; and a continuous-record rain gage on the Fish River near Silver Hill in Baldwin County, Alabama 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) by the party of the first part during the period

Amount	Date	to	Date
\$0.00	October 1, 2016		September 30, 2017

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

Amount	Date	to	Date
\$22,100.00	October 1, 2016		September 30, 2017

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:

(d) 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.

(e) 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.

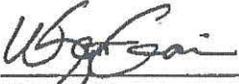
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to 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.
- 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 Billing for Collection (form DI 1040). Billing documents are to be rendered annually. 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).

<p><b>U.S. Geological Survey</b>  <b>United States</b>  <b>Department of the Interior</b>  <u>USGS Point of Contact</u></p>	<p><b>BALDWIN COUNTY COMMISSION</b>   <u>Customer Point of Contact</u></p>
Name : Maurice W. Treece Jr.	Name : Mr. Reggie Chitwood
Address : 75 TechnaCenter Drive Montgomery, AL 36117	Address : 23100 McAuliffe Drive Robertsdale, AL 36567
Telephone : (334) 395-4126	Telephone : (251) 972-6806
Email : mwtreece@usgs.gov	Email : RChitwood@baldwincountyal.gov

Signatures and Date

Signature : 	Date : 7/22/16	Signature : 	Date : 8/16/16
Name : W. Scott Gair		Name : Tucker Dorsey	
Title : Director, USGS LMG Water Science Center		Title : Chairman, Baldwin County Commission	

