



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507

(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

February 1, 2022

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

My-Chae May
3535 S Sherwood Forest Blvd., Suite 120
Baton Rouge, Louisiana 70816

RE: Fiscal Year 2022 Joint Funding Agreement between the Baldwin County Commission and the U.S. Geological Survey

Dear My-Chae May:

The Baldwin County Commission, during its regularly scheduled meeting held on February 1, 2022, took the following actions:

- 1) Approved the annual *U.S. Department of the Interior U.S. Geological Survey(USGS) Joint Funding Agreement for Water Resources Investigations* between the Baldwin County Commission and the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center, U.S. Department of the Interior in the amount of \$56,520.00 to be funded by the Baldwin County Commission. This funding provides for the continued operation and maintenance of continuous-record stage gaging stations at Magnolia River at U.S. Hwy 98 near Foley, Styx River at CR 64 near Loxley, Styx River at Seminole, and Fish River near Marlow; and a continuous-record rain gage on the Fish River near Silverhill in Baldwin County, Alabama, during the period October 1, 2021, through September 30, 2022; and
- 2) Authorized me, as Chairman, to sign the *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 of October 1, 2021, to September 30, 2022.

Enclosed is an **executed copy** of the *Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0330 or Zach Hood, Emergency Management Agency Director at (251) 972-6801.

Sincerely,


JAMES E. BALL, Chairman
Baldwin County Commission

JB/clc Item BK2
cc: Joey Nunnally
Zach Hood
Mike Purner
Danon Smith

ENCLOSURE(S)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000753
Agreement #: 22MLJFAALDA027
Project #: ML009Z5
TIN #: [REDACTED]

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, 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 the 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, Styx River at Seminole, and Fish River near Marlow; 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) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$56,520 by the party of the second part during the period October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

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 cost, 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. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000753
Agreement #: 22MLJFAALDA027
Project #: ML009Z5
TIN #: [REDACTED]

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Victor Stricklin
Supervisory Hydrologist
Address: 205 Hackberry Lane
Tuscaloosa, AL 35487
Telephone: (205) 348-0950
Fax: (205) 348-0970
Email: vstrick@usgs.gov

Customer Technical Point of Contact

Name: Zachary Hood
EMA Director
Address: 23100 McAuliffe Drive
Robertsdale, AL 36567
Telephone: (251) 972-6807
Fax:
Email: Zach.hood@baldwincountyal.gov

USGS Billing Point of Contact

Name: My-Chae May
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax:
Email: mjmay@usgs.gov

Customer Billing Point of Contact

Name: Zachary Hood
EMA Director
Address: 23100 McAuliffe Drive
Robertsdale, AL 36567
Telephone: (251) 972-6807
Fax:
Email: Zach.hood@baldwincountyal.gov

U.S. Geological Survey
United States
Department of Interior

Baldwin County Commission

Signature

Rodney R. Knight
By: _____ Date: September 10, 2021
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

Signatures

[Signature]
By: _____ Date: 2/1/2022
Name: James E. Ball
Title: Chairman

[Signature]
By: _____ Date: 2/1/2022
Name: Wayne Dress
Title: County Administrator

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

AD: SDW

