

Bill No. 4698

Ordinance No. _____

Requested by: Mike Hurlbert

Sponsored by: John White

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE U.S. GEOLOGICAL SURVEY (“USGS”) AND ST. CHARLES COUNTY, MISSOURI FOR DEVELOPMENT OF A FLOOD INUNDATION MAP TO SUPPORT FLOOD WARNING FOR DARDENNE CREEK IN ST. CHARLES COUNTY, MISSOURI

WHEREAS, residents and commercial businesses within St. Charles County, Missouri have experienced substantial flooding from Dardenne Creek in recent years; and

WHEREAS, the National Oceanic and Atmospheric Administration’s (“NOAA”) National Weather Service (“NWS”) provides stream forecasts and model precipitation to estimate potential flooding conditions, however these capabilities are restricted to the immediate vicinity of streamgaging stations and do not predict conditions for areas upstream or downstream from the gages; and

WHEREAS, work is proposed for USGS streamgage locations near Highway K in O’Fallon, Missouri, and Main Street at

Old Town St. Peters, Missouri to have these locations serve as NWS forecast points for the development of flood inundation maps for use in providing flood warning, flood prevention, future mitigation, and rescue efforts along Dardenne Creek; and

WHEREAS, the total project cost is estimated to be \$71,400 with the County providing only a portion of such cost as specified below; and

WHEREAS, once the project is completed, residents of St. Charles County and Emergency Management personnel will be able to access the flood inundation maps that are tied to National Weather Service flood forecasts during an event, including maps that will show roads that are inaccessible, properties most at risk, and areas of the county that are unlikely to be affected; and

WHEREAS, the St. Charles County Charter, Article III, Section 3.608 provides that the County Executive shall ensure contracts are faithfully performed and cause to be instituted in the name of the County appropriate actions; and

WHEREAS, USGS will provide \$32,105, the Missouri Department of Transportation \$20,000, the City of St. Peters, Missouri

\$6,431, the City of O’Fallon, Missouri \$6,431, and the County the remainder which is \$6,433; and

WHEREAS, St. Charles County has funds available in the budget of the County Department of Emergency Management, County Parks and Recreation Department, and County Roads & Traffic Department, for this effort in the amount of \$6,433; and

WHEREAS, pursuant to Section 70.220 of the Revised Statutes of Missouri, a political subdivision of the state may contract and cooperate with any other political subdivision or agency of the state for the planning, development, construction, acquisition or operation of any common service; and

WHEREAS, St. Charles County, as a political subdivision of the state of Missouri, has determined that its citizens have need of the services offered in the agreement between the USGS and St. Charles County, Missouri, and that the most efficient manner of obtaining these services is by said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive is hereby authorized to execute an agreement between the USGS and St. Charles County, Missouri for inundation maps for Dardenne Creek in St. Charles County, Missouri.

Section 2. The agreement shall be substantially the same in form and content as that attached hereto as **EXHIBIT A** and incorporated herein.

Section 3. Compliance with all terms of the agreement shall be the responsibility of the St. Charles County Department of Community Development.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreement shall be valid upon approval of the governing body entering into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this ordinance is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Director of Finance

Date

EXHIBIT A

Form 9-1366
(May 2018)

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

Customer #: 600006775
Agreement #: 19NEJFA227
Project #: NE00DUC
TIN #: 436003122
Match Pair Code: XQ

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the May 1, 2019, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the St. Charles County, MO 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, Development of Flood Inundation Maps to Support Flood Warning for Dardenne Creek, St. Charles County, Missouri, 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) \$5,248 by the party of the first part during the period May 1, 2019 to May 31, 2020
- (b) \$6,433 by the party of the second part during the period May 1, 2019 to May 31, 2020
- (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://www2.usgs.gov/fsp/>).

U.S. Department of the Interior
U.S. Geological Survey
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Customer #: 600006775
Agreement #: 19NEJFA227
Project #: NE00DUC
TIN #: 436003122
Match Pair Code: XQ

9. Billing for this agreement will be rendered quarterly. 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: Paul Rydlund
Supervisory Hydrologist
Address: 1400 Independence Road
Rolla, MO 65401
Telephone: (573) 308-3572
Fax: (573) 308-3645
Email: prydlund@usgs.gov

Customer Technical Point of Contact

Name: Jennifer George
Assistant Director of Administration
Address: 100 N. Third St., Suite 318
St. Charles, MO 63301
Telephone: (636) 949-7520
Fax:
Email: jgeorge@sccmo.org

USGS Billing Point of Contact

Name: Julie Asher
Budget Analyst
Address: 1400 Independence Road
Rolla, MO 65401
Telephone: (573) 308-3558
Fax: (573) 308-3645
Email: jasher@usgs.gov

Customer Billing Point of Contact

Name: Jennifer George
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St. Charles, MO 63301
Telephone: (636) 949-7520
Fax:
Email: jgeorge@sccmo.org

U.S. Geological Survey
United States
Department of Interior

St. Charles County, MO

Signature

By C. Shane Bask Date: 03/18/2019
Name: Amy Beussink
Title: Director, Central Midwest WSC

Acting For

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title: