

**St. Charles County Port Authority  
Board Agenda Action Item  
Summary Sheet**

<b>Date of Board Meeting</b>	Thursday, April 8, 2021
<b>Item</b>	Action Item #3 – A Resolution approving an Inter-governmental Agreement with St. Charles County
<b>Originator</b>	Rory O’Sullivan
<b>Documents, Attachments and Exhibits</b>	<ol style="list-style-type: none"> <li>1. <i>A Resolution approving the Intergovernmental Cooperation Agreement for the operation of a Port Authority in St. Charles County and authorizing other actions as necessary to effectuate the same.</i></li> <li>2. <i>Exhibit A – Intergovernmental Cooperation Agreement for the Operation of a Port Authority in St. Charles County</i></li> </ol>
<b>Reviewed by</b>	Board Counsel, County Counsel, Board members, County staff, Consultants
<b>Summary</b>	The agreement outlines the duties of the County and the Port Authority to facilitate the creation and initial operation of the Port Authority. The agreement describes financial, legal, technical, reporting and material resources provided by the County as well as the terms for any reimbursement by the Port Authority. The agreement provides for the terms of termination and outlines the obligations which may survive termination (duty to reimburse).
<b>Background</b>	The County Council has expressed their desire to create a Port Authority and as a result has agreed to provide support in the form of professional staff, meeting space, and financial resources and for two consulting contracts; one for staffing support to assist the Port Authority Board, and the other to assist the Board to create a strategic plan. The agreement provides a formal document to express that cooperation.
<b>Cost, if applicable</b>	To date, the costs related to the intergovernmental agreement include: 1.Strategic plan consulting contract – not to exceed \$99,480
<b>Funding Source</b>	County
<b>Recommendation</b>	Recommend – Adoption – Do Pass

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE OPERATION OF A PORT AUTHORITY IN ST. CHARLES COUNTY AND AUTHORIZING OTHER ACTIONS AS NECESSARY TO EFFECTUATE THE SAME.**

**WHEREAS**, the St. Charles County Port Authority (“Port Authority”) is a port authority authorized under Revised Missouri State Statutes Chapter 68, and from Chapter 170 of the Ordinances of St. Charles County, Missouri (“OSCCMo.”) as amended; and

**WHEREAS**, the Board of Commissioners (“Board”) is the governing body of the Port Authority; and

**WHEREAS**, the Board has determined that it is necessary and prudent to enter into an intergovernmental agreement with St. Charles County, Missouri (“County”) who will provide the necessary start-up funding and support for the operation of a port authority in St. Charles County attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. CHARLES COUNTY PORT AUTHORITY AS FOLLOWS:**

1. The Board hereby approves the intergovernmental agreement with County for funding and support for the operation of a port authority in St. Charles County attached to this Resolution as Exhibit A.
2. The Board authorizes the Chairperson, or his designee, to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.
3. All actions heretofore taken by Board related to the transactions contemplated by this Resolution are hereby ratified and confirmed.
4. This Resolution shall be in full force and effect immediately from and after its adoption as provided by law.

**ADOPTED THIS 8TH DAY OF APRIL, 2021.  
ST. CHARLES COUNTY PORT AUTHORITY**

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Don Boehmer, Chairperson

ATTEST:

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Monica Combest, Vice Chairperson

**Vote:**

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

Not Present at vote: \_\_\_\_\_

INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR  
THE OPERATION OF A PORT AUTHORITY IN ST. CHARLES COUNTY

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”) is entered into by and between **St. Charles County, Missouri**, a charter county organized under the St. Charles County Charter pursuant to Article VI, Section 18 of the Constitution of the State of Missouri (the “County”), and **The St. Charles County Port Authority**, a political subdivision of the State of Missouri (the “Port Authority,” and collectively with the County, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to the Article I, Section 1.501 of the St. Charles County Charter, the County may exercise all powers given by applicable law to the County; and

WHEREAS, pursuant to Chapter 170 of the Ordinances of St. Charles County, Missouri (“OSCCMo”), the County has authorized the establishment of the Port Authority and granted all the powers to the Port Authority set forth in Sections 68.025, 68.040, and 68.055 RSMo, as amended; and

WHEREAS, pursuant to Section 70.220 RSMo, as amended, and Article II, Section 2.528 of the St. Charles County Charter, the County may contract and cooperate with other political subdivisions of this State for the “construction, acquisition or operation of any public improvement or facility, or for a common service;” and

WHEREAS, pursuant to 68.015.2 RSMo, as amended, the County is authorized to “appropriate, allocate and expend such funds of the county...for the planning and development of a port district as are reasonable and necessary to carry out the provisions of this chapter.”

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS.

Exhibit A

Section 1. Purpose. The County and the Port Authority enter into this Agreement to facilitate the creation and initial operation of the Port Authority.

Section 2. Term of Agreement. This initial Agreement is effective for one year or part thereof, from the date last signed below through December 31 of that year. This Agreement shall automatically be renewed for successive one-year periods unless either party gives written notice on or before December 1 of each year.

This Agreement may be terminated by either party hereto at any time, by giving thirty (30) days prior written notice to the other party at the address shown on the signature page. However, the Port Authority's duty to reimburse set forth in Section 4.2 below shall survive any termination. Further, the County's obligation to expend funds for any of the duties outlined in Section 3 below will continue beyond termination only to the extent that such services have been delivered but not yet billed as of the effective termination date.

Section 3 . Duties of the County:

- 1) Provide reasonably adequate and appropriate facilities for the Port Authority's operations including provisions for holding public meetings to conduct business.
- 2) Make available to the Port Authority access to the County's website for purposes of providing legally required public notifications, promoting initiatives, and disseminating general information.
- 3) Provide reasonable technical and administrative support including accounting, legal, engineering, insurance, GIS mapping, and public relations to facilitate the Port Authority's activities.
- 4) Provide reasonable technical and financial resources for the development of the Port Authority's strategic plan.
- 5) Provide assistance as is reasonably necessary in complying with all state and federal reporting requirements.

Exhibit A

Section 4. Duties of the Port Authority:

- 1) Make available all financial and operational data as requested by the County.
- 2) Reimburse the County for all costs incurred in carrying out the duties outlined in Section 3 of this Agreement. The determination of such costs will be at the sole discretion of the County, but shall be reasonable and consistent with the County's accounting for such costs for other purposes.
- 3) Respond to inquiries from the St. Charles County Council (the "Council") and appear at such meetings as the Council Chairman requests.

Section 5. Notices. The Parties shall provide notices to each other in writing by U.S. mail or facsimile transmission to the persons identified on the signature page of this Agreement, or to such officials as those persons may designate in writing, and shall be deemed given when received by the other party.

Section 6. Consideration. In consideration of the County's performing its obligations under this Agreement, the Parties' mutual agreement and understandings set forth in this Agreement, the Port Authority agrees to establish and operate for the benefit of St. Charles County, Missouri.

Section 7. Miscellaneous Provisions.

- 1) This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.
- 2) This Agreement constitutes the entire undertaking between the Parties hereto with respect to the subject matter hereof.
- 3) The Parties hereto agree to execute such other and further documents and/or instruments as may be reasonably necessary to accomplish the purposes of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Exhibit A

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

Executed by the County this \_\_\_\_ day of \_\_\_\_\_, 2021.

ST. CHARLES COUNTY, MISSOURI

By: \_\_\_\_\_

Steve Ehlmann  
County Executive  
100 North Third Street  
St. Charles, Missouri 63301  
Tel: 636-949-7520  
Fax: 636-949-7521  
Email: [executive@sccmo.org](mailto:executive@sccmo.org)

ATTEST:

\_\_\_\_\_  
Brenda Hinton, County Registrar

Executed by the Port Authority this \_\_\_\_ day of \_\_\_\_\_, 2021.

ST. CHARLES COUNTY PORT AUTHORITY

By: \_\_\_\_\_

Don Boehmer  
Chairperson  
201 N. Second St., Suite 410  
St. Charles, MO 63301  
Tel: 636-949-7335  
Fax: 636-949-7336  
Email: [portauthority@sccmo.org](mailto:portauthority@sccmo.org)

ATTEST:

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Sheila Weiss, Board Secretary