

Ord.

2003-0112

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPT. OF PLANNING & ZONING/CZM SECTION)

ORDINANCE NO. 03-4-12

An ordinance to approve and authorize the Parish President to sign an Agreement between St. Charles Parish and the National Oceanographic and Atmospheric Administration (NOAA), for installation of the St. Charles Parish Real-Time Water Level Monitoring System.

WHEREAS, The Parish of St. Charles, Louisiana requires accurate, geo-referenced, real-time, water level information for a variety of applications; and,

WHEREAS, The Parish has made considerable progress towards establishing a high rating with the Federal Emergency Management Agency (FEMA), but currently lacks a real-time flood warning system; and,

WHEREAS, NOAA's National Ocean Service manages a National Water Level Observation Program which would meet the requirements of St. Charles Parish's needs; and,

WHEREAS, NOAA's National Ocean Service has indicated an interest and willingness to allow St. Charles Parish to participate in their existing nationwide program; and,

WHEREAS, The St. Charles Parish Real-Time Water Level Monitoring System would double the number of NOAA Observation Stations in the State of Louisiana.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Council approves and authorizes the Parish President to sign an Agreement between St. Charles Parish and the National Oceanographic and Atmospheric Administration (NOAA), for installation of the St. Charles Parish Real-Time Water Level Monitoring System.

The forgoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, HILAIRE, ABADIE, AUTHEMENT, BLACK,
MARINO, MINNICH
NAYS: NONE
ABSENT: FAUCHEUX, FABRE

And the ordinance was declared adopted this 21st day of April, 2003, to become effective five (5) days after publication in the official journal.

CHAIRMAN: *Carol Maurin*

SECRETARY: *Barbara J. Joubert*

DLVD/PARISH PRESIDENT: *April 22, 2003*

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Albert D. Laque*

RETD/SECRETARY: *April 22, 2003*

AT: *3:30 pm* RECD BY: *BJJ*

AGREEMENT BETWEEN
THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS AND SERVICES
AND
ST. CHARLES PARISH

**Implementation, Operation, and Maintenance of a St. Charles Parish Real-Time Water
Level Monitoring Network**

NOS Agreement Code: MOA-2003-31

I. PARTIES

This Agreement is entered into by the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Center for Operational Oceanographic Products and Services (CO-OPS) and St. Charles Parish (SCP), Louisiana.

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II. AUTHORITIES

- A. The legal authority for NOS to enter into this Agreement is the Coast and Geodetic Survey Act (CGSA), 33 U.S.C. § 883e, which authorizes the Secretary to enter into agreements with, and to receive and expend funds made available by any State, or subdivision thereof, any Federal agency, or any public or private organization, or individual for surveys and investigations authorized under §§ 883a et seq.
- B. The programmatic authority for NOS is the CGSA, 33 U.S.C. § 883a, which authorizes the Secretary to conduct hydrographic and topographic surveys and tide and current observations.

III. BACKGROUND AND PURPOSE

- A. The purpose of this Agreement is to define each organization's responsibilities to establish, operate, and maintain water level observing stations in SCP and for the transfer of technology from NOS to SCP for the operation and maintenance of these stations. This Agreement facilitates the establishment of a real-time, water level observation system within SCP.

- B. SCP requires accurate, geo-referenced, real-time, water level information for a variety of applications. SCP operates fresh water diversion structures on the Mississippi River and other water flow control structures throughout SCP. The purpose of these structures is to divert fresh water from the River into the wetlands for marsh restoration, to limit saltwater intrusion, and to limit the effects of coastal flooding. These complex projects require accurate water level measurements, water level datum references, and a sound understanding of their effects on water levels for safe and successful operation. SCP also requires the monitoring of other oceanographic and meteorological parameters to meet their operational needs.
- C. SCP has made considerable progress toward establishing a high rating with the Federal Emergency Management Agency (FEMA), but currently lacks a real-time flood warning system. SCP requested NOS' support in the establishment of a real-time water level monitoring system primarily for use in their Emergency Operations Center (EOC) to monitor water levels and aid in storm warnings and evacuations, if necessary.
- D. NOS manages a National Water Level Observation Program to meet a variety of NOAA mission requirements for commerce, navigation, storm surge warning, climate and coastal stewardship. There is an identified gap in knowledge of water level variations, water level datums and long-term sea level trends in coastal Louisiana. NOS desires to fill this gap by establishing long-term water level stations through partnerships with local agencies.
- E. This Agreement supports the transfer of technology to the SCP over the period of the Agreement with the goal that SCP be enabled to operate a network of stations according to NOAA standards.

IV. RESPONSIBILITIES OF THE PARTIES

A. NOS Responsibilities

Program Planning

1. Present a preliminary water level observation network program plan to SCP that includes requirements for real-time water level stations and local data acquisition capability. NOS shall provide input to describe specific station locations, durations of operation, and costs.

2. Transfer technology to the SCP by conducting workshops and training sessions for SCP personnel and representatives in the establishment and operation of tide stations and in the processing and analyses of water level data, and in the computation of tidal datums.
3. As appropriate, review existing observing systems operated by various State, Federal, and private agencies that are co-located within SCP.

Establishment of Water Level Stations

1. Provide water level station installation, operation, maintenance, and removal services for water level stations. This work may be carried out by NOS personnel and Federal contractors with assistance from SCP personnel and local contractors. NOS shall provide for inspection and acceptance of all contractor work. All work performed shall be accomplished in accordance with NOAA standards.
2. Procure water level and other oceanographic meteorological sensors (as required) and perform calibration tests and gauge shop checks on all equipment prior to deployment.
3. Establish tidal bench mark networks at each station and perform installation leveling operations, intermediate stability checks, and removal leveling operations from the water level sensor to the bench marks. Emphasis shall be on establishment of rod marks at each station to best ensure long-term stability and usefulness of the datums.
4. Install a Data Acquisition System (DAS), with voice response capabilities, at the EOC. The DAS serves as a central processor for the water level and meteorological data from the network stations, as well as from the NOS stations at SW Pass and Grand Isle. Standard NOS graphical and tabular interfaces will display the data in user-friendly formats.
5. Collect, quality control, process, and produce verified 6-minute, hourly height, high and low tide, and monthly means on a monthly basis and make all information available over the NOS/CO-OPS website from the operating stations. Using the NOAA Continuously Operating Real-Time Monitoring System (CORMS), provide quality control of real-time data from the stations.
6. Compute preliminary and final tidal datums and tidal datum elevations on bench marks as required for each water level station.

B. SCP Responsibilities

Program Planning

1. Provide input on SCP priority areas and scope of work required for each station.
2. Coordinate contacts with other agencies' operating observing systems within SCP.
3. Assist with the coordination of water level gage installation, geodetic field work, and observations required for the observing system network with the NOS National Geodetic Survey (NGS), Louisiana State University (LSU), Louisiana Spatial Reference Center (LSRC).

Funding

Provide funding to NOS as required for work to be performed in each Annual Work Plan (AWP).

Establishment of Water Level Stations

1. Provide logistical support in the establishment of the water level stations, as required, including transportation for the site reconnaissances, station installations, and maintenance visits. In addition, SCP will obtain all necessary permissions, clearances, and permits for access and the installation of the water level stations.
2. Provide logistical support in the operation and maintenance and emergency repair of the water level stations and the DAS once they are in operation.
3. Provide human resources through either SCP personnel or local contractors to support the establishment of water level stations, as mutually determined by SCP and NOS.
4. Establish geodetic datum connections to NAVD88 and to the reference ellipsoid using GPS surveys. All GPS work shall be performed to NOAA standards, for submission to NOS/NGS and inclusion in their National database. All GPS work shall be coordinated with the NGS/LSU/LSRC to best support the state-wide high accuracy reference network (HARN).

C. Permit and Access Requirements

1. When required by a property's responsible party, NOS utilizes a standard license agreement (see Attachment) for installation of instruments on Federal, state, local government, public, or private property. That license agreement places a burden of liability on NOAA, its employees, and contractors, consistent with the Federal Torts Claim Act, and is not subject to change for the purposes of expanding that burden of liability.
2. NOS will initiate action with a property's responsible party to install sensors at locations specified in this Agreement. However, it is the responsibility of SCP, where identification of the property's responsible party is not apparent, to identify the appropriate consenting authority and inform NOS. It is the responsibility of SCP to arrange for and provide access to sites under their jurisdiction, and to arrange for and provide permits to sites not under their jurisdiction where permit or access agreements beyond the standard NOS license agreement is required.

V. IMPLEMENTATION OF ANNUAL WORK PLANS

- A. With the signing of this Agreement, the SCP assumes responsibility for funding in accordance with the detailed budgets found in each AWP. Each AWP shall have detailed schedules and spending plans mutually determined by the Parties. Annual funding must be provided in advance for each AWP before work proceeds. This is a condition for NOAA cooperative work with non-federal parties
- B. Any activity agreed to by NOS or SCP within the scope of this Agreement is contingent upon the availability of appropriated funds and proper authorization.
- C. If SCP fails to provide necessary operation and maintenance funds, NOS will monitor data quality and terminate dissemination of information when, in its sole discretion, the information quality approaches unacceptable limits.

VI. CONTACTS

- A. The Points of Contact (POC) for coordinating activities under this Agreement are:

Name of NOS POC: Kristen A. Tronvig
Title: COASTAL Program Manager
Address: N/OPS 1305 East-West Highway
Silver Spring, MD 20910
Telephone Number: (301) 713-2981 x200
Fax: (301) 713-4392
Email: Kristen.Tronvig@noaa.gov

Name of SCP POC: Earl Matherne
Title: Coastal Zone Management Administrator, St. Charles
Parish
Address: P.O. Box 302
Hahnville, LA 70057
Telephone Number: (985) 782-5060
Fax: (985) 783-6447
Email: earl@stc.nocoxmail.com

- B. The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change.

VII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This Agreement shall become effective upon the signature of the approving officials of the respective organizations entering into this Agreement and shall terminate five years from the date of signature of the last Party to sign the Agreement. This Agreement shall be reviewed annually. Negotiated changes and follow-on year operation and maintenance funding will be addressed in mutually agreeable AWP's.
- B. This Agreement and any subsequent AWP's may be amended or modified at any time by mutual written consent of the Parties. This Agreement and any AWP's may be canceled or terminated by either Party upon 120 days written notice to the other Party.

VIII. RESOLUTION OF DISAGREEMENTS

Should disagreement arise as to the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto that cannot be resolved at the operational level, each Party shall describe the areas(s) of disagreement in writing and present a copy of their description to the other Party for consideration at least 90 days prior to forwarding the dispute to respective higher authority for appropriate resolution.

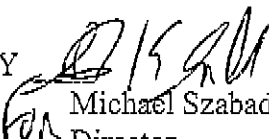
IX. OTHER TERMS AND CONDITIONS

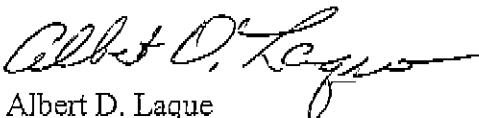
All responsibilities under this Agreement are subject to the availability of funds. Should NOS be required to cancel this Agreement, all unexpended funds which were received from SCP, will be returned to SCP.

X. APPROVALS

APPROVED AND ACCEPTED FOR THE
U.S. DEPARTMENT OF COMMERCE,
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION,
NATIONAL OCEAN SERVICE

APPROVED AND ACCEPTED FOR THE
ST. CHARLES PARISH

BY 
FOR Michael Szabados
Director
NOS Center for Operational
Oceanographic Products and
Services
NOAA National Ocean Service
SSMC-4, Station 6623
1305 East-West Highway
Silver Spring, MD 20910

BY 
Albert D. Laque
Parish President, St. Charles Parish
P.O. Box 302
Hahnville, LA 70057

DATE 4/7/2003

DATE 4/22/2003

ATTACHMENT

**LICENSE AGREEMENT
BETWEEN THE
NATIONAL OCEAN SERVICE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
AND
*Your Company's Name Here***

This License Agreement is entered into by the National Ocean Service (NOS), National Oceanic and Atmospheric Administration (LICENSEE) and *Your Company's Name Here* (LICENSOR). The purpose of this Agreement is to allow LICENSEE to have the right of access to and occupancy and use of certain real property owned by the LICENSOR, for the purpose of operating and maintaining a water level measurement (tide) station. The property affected is the *Name of the Pier Here*, located in *City & State* (referred to below as "the premises").

By their signatures below, the authorized representatives of LICENSEE and the LICENSOR agree to the following terms and conditions:

1. Employees or agents of LICENSEE shall have the right of access to, and occupancy and use of the premises, with the understanding that access to the premises will be required periodically during the year by maintenance personnel, and occasionally by a survey team (especially after storm events)
2. By virtue of the right of access to and occupancy and use of the premises, LICENSEE shall be entitled to install, operate, and maintain the tide station instrumentation (in a mutually agreeable location), a ten-meter meteorological sensor tower, and utility and telecommunication lines from the premises.
3. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE any more than access to and occupancy and use of the premises.
4. On termination of this Agreement, LICENSEE shall remove any instruments or hardware it has placed on the premises, and restore the premises to the condition in which they existed before LICENSEE first occupied them, reasonable wear and tear and "acts of God" excepted; provided further that the LICENSOR may require after termination of this Agreement that LICENSEE remove any or all of the improvements LICENSEE has constructed on the premises. Any costs for removal and restoration pursuant to this paragraph shall be borne by LICENSEE.

5. LICENSEE agrees to be responsible for the negligent acts of its employees, representatives, or contractors, as required by applicable federal law, in the conduct of its occupancy of LICENSOR's premises and operation of a tide station thereon consistent with its control of such premises. To this end, LICENSEE agrees to promptly consider and adjudicate any and all claims which may arise out of use of LICENSOR's premises by LICENSEE or duly authorized representatives or contractors of LICENSEE and to pay for any damage or injury as required by federal law. Such adjudication will be made pursuant to the Federal Tort Claims Act, 28 USC 2671 et seq., or such other legal authority as may be pertinent. LICENSEE also agrees to consider and adjudicate any claims for damage or injury sustained by LICENSEE personnel in the performance of their official duties. Such adjudication will be made pursuant to the Federal Employees Compensation Act, 5 USC 81010 et seq., or other such legal authority as may be pertinent.

6. LICENSEE agrees not to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder.

7. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.

8. This Agreement shall take effect upon signature by both Parties, and shall remain in effect for a period of ten years from the date of the last signature, with options to extend the Agreement for subsequent ten-year periods, provided that the Parties may terminate the Agreement either by mutual written agreement or upon 90 days written notice by either Party to the other.

FOR THE NATIONAL OCEAN SERVICE

FOR THE *Company Name Here*

Michael Szabados
National Ocean Service
Director, Center for Operational
Oceanographic Products & Services

Name & Title Here

Date

Date