

TO: Mayor Robinson and City Council

FROM: Jeffrey L. McCormick, Chief of Police

SUBJECT: MOA Enhanced Floodwarning System Cooperative Agreement

DATE: December 12, 2017

BACKGROUND

The City is currently part of the Enhanced Floodwarning System Cooperative Agreement with State and Federal Agencies. The current Memorandum of Agreement (MOA) was signed in May of 2000. As part of that agreement under Section 2 b and 2c the City was to provide a phone line to two river gages located on the Little Cannon River and pay the associated charges. I received notice that one of the lines was not working, but I was also informed that the gage locations are connected by satellite and if we wanted to discontinue the phone lines connection that option was a decision for the City to make.

I asked our finance to determine the monthly cost of these phone lines, which is \$62.13. Since 2000 when the information was obtained by calling the gage and listening to a reading the State and Federal program have changed to satellite connected and internet based interfaces for these gages. That type of connection provides significantly more information than just the few hours of reading provided with the phone line.

The City is involved with the USGS Streamgage Network in the Cannon River Basin has resulted in the placement of a gage in the 9th Street bridge about five years ago. The installation was paid for by Dakota County, however that agreement is up for renewal and the USGS is seeking support for the City to fund the ongoing cost of the gage. I feel that the value of this gage is significant and see an opportunity for the City to express its support in a financial manner without any additional cost.

I recommend that the City discontinue the phone lines and have the current MOS modified to remove the requirements under Section 2b and 2c. I also recommend that the City dedicate the money that would have been spent on phone line towards the USGS gage on the 9th Street Bridge.

REQUESTED COUNCIL ACTION

Request a motion and approval discontinue the Little Cannon River gages phone lines and seek modification to the MOA Enhanced Floodwarning System Cooperative Agreement to remove provisions 2b and 2c, and to direct the saving of that towards the USGS gage on 9th Street Bridge.

City of Cannon Falls
306 West Mill Street
Cannon Falls, MN 55009
507-263-3954 Fax: 507-263-5843



May 25, 2000

Judy Boudreau
DNR Waters
500 Lafayette Rd.
St. Paul, MN 55155-4032

Re: Amended Agreement re Flood Warning

Dear Ms. Boudreau:

Enclosed is one copy of the fully executed amended agreement, pursuant to the instructions of DNR letter dated May 4, 2000. I have retained a copy for my file. Please advise if anything further is needed.

Yours truly,


Dallas Larson, City Administrator

Enc.

AMENDED MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF CANNON FALLS
AND
THE "ENHANCED FLOODWARNING SYSTEM COOPERATING AGENCIES"
WHICH INCLUDE:
DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT (DEM),
DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WATERS (DNR Waters),
UNITED STATES GEOLOGICAL SURVEY (USGS)
AND
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

THIS AGREEMENT is made by and between the Enhance Floodwarning System Cooperating Agencies and the City of Cannon Falls.

WHEREAS, the State of Minnesota, under Minnesota Statutes, Section 103F, 105 (b), stresses nonstructural measures such as floodplain zoning and floodproofing, and flood warning practices to reduce flood damages throughout the state; and

WHEREAS, the Enhanced Floodwarning System Cooperating Agencies are affecting the installation of 39 new and 5 upgraded gage sites in areas which would benefit from more advanced warning of flood stages; and

WHEREAS, the cities benefitting from the enhanced system have shown interest in working with State and Federal agencies to implement/improve a gaging system in their city;

NOW, THEREFORE, it is agreed by and between the parties to this Agreement that:

I. COOPERATING AGENCIES DUTIES

Minnesota Division of Emergency Management. As the agency having statutory responsibility for disseminating notifications to state agencies, and for coordinating the state agency response to major emergencies/disasters, DEM would:

- a) Continuously monitor, via the (24-hour) Minnesota Duty Officer (MDO) system which it operates, flood forecast/warning data;
- b) Notify appropriate state agencies of serious actual/impending flood events; and
- c) Provide overall long-term coordination amongst the agencies involved in the flood forecast/warning system.
- d) Provide emergency operations plan (EOP) guidance.

Minnesota Department of Natural Resources.

- a) Procure state funding for replacement parts for the ongoing maintenance of the gages;
- b) Assist in the selection of equipment;
- c) Assist in the selection of locations for new gages;
- d) Administer, as Sub-Grantee, the funds procured for the System.
- e) Provide long-term archiving of climatological and hydrological data for use in analyzing past events, in order to help reduce future flood risk;
- f) Respond to any community's notification of equipment malfunction by confirming in writing that the system is out of operation as of a particular date; and

- g) Fund ongoing maintenance of archival technology.

United States Geological Survey. USGS's interest in this project is in the construction and upgrading of sites to facilitate the collection of accurate stage data. The agency can provide technical assistance in the installation of gages and in the collection of hydrologic data. USGS has a limited amount of cooperative funding available to State and local governments for the operation and maintenance of gaging stations.

Federal Emergency Management Agency. FEMA has provided 70% of the funding of the project.

National Weather Service (NWS). The NWS is not a party to this agreement. It is anticipated that NWS intends to unilaterally perform tasks as a participant in the Agreement of the Enhanced Floodwarning System Cooperating Agencies dated November 22, 1999, as set forth in its letter dated September 9, 1999, attached hereto as Exhibit A.

II. BENEFITTED CITY'S DUTIES

- a) Regularly (at least monthly) inspect and perform light maintenance of gages (i.e., clean debris from equipment, check for and to report any vandalism, inspect outside connecting telephone lines etc.);
- b) Maintain a telephone line by regularly (weekly) calling for stage information to be sure the phone is functional at all times;
- c) Pay the associated monthly telephone charges, so as to be able to receive immediate warnings directly from the gage;
- d) Notify the NWS office that services the area and the local (City and/or County) Emergency Management Director immediately when the telephone warning system becomes inoperative, regardless of the cause, and when possible, identify the reason the telephone warning system is inoperative;
- e) Develop a new, or update as necessary and existing, all-hazard emergency operations plan (EOP) which addresses (at a minimum) notification and warning, and evacuation; and
- f) Conduct/participate in periodic flood emergency exercises; and
- g) Disseminate information to residents regarding flood mitigation actions (purchasing flood insurance, elevating structures, floodproofing structures, etc.), which they may wish to take and also information regarding the City's flood response procedure.

III. TERM This Agreement shall become effective when all signatures required have been obtained and when the gage(s) benefitting the City have been installed.

IV. CANCELLATION This Agreement may be canceled by the City or by the Cooperating Agencies at any time, with or without cause, upon 30 days written notice to the other parties.

V. AUTHORIZED AGENTS The City's authorized agent for the purpose of administration of this Agreement is the City Administrator. The Cooperating Agencies authorized agent for the purposes of administration of this agreement is DNR Waters Surface Water and Hydrographics Section Administrator.

VI. LIABILITY Any liability of the State is subject to the States Tort Claim Act under Minnesota Statutes Section 3.736. Municipal liability is governed by Minnesota Statutes Chapter 466.

VII. AMENDMENTS Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original Agreement, or their successors in office.

VIII. DATA PRACTICES The City agrees to comply with the Minnesota Data Practices Act as it applies to all data provided by the Cooperating Agencies in accordance with this Agreement and as it applies to all data created, gathered, generated or acquired in accordance with this Agreement.

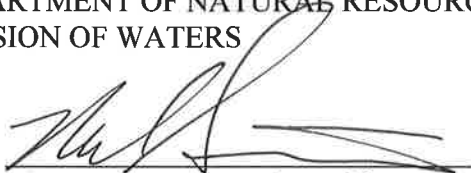
- IX This amended agreement supercedes any previous agreement on the Enhanced Floodwarning System.
- X. WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

SIGNATURES

Date: 5-5-2000

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATERS

By:



Its:

Surface Water & Hydrographic S
Section Administrator

Date: 5-24-00

CITY OF

Cannon Falls

By:



Its:

Mayor

Date: 5-24-00

Attested By:



CITY CLERK