

Bill No. 4693

Ordinance No. \_\_\_\_\_

Requested by: Dave Todd

Sponsored by: John White

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF PUBLIC SAFETY TO DEPLOY ONE OR MORE MEMBERS OF THE DIVISION OF EMERGENCY MANAGEMENT TO THE COMMUNICATIONS UNIT

WHEREAS, the Incident Command System (“ICS”) Communications Unit (“COMU”) is part of is a strong contingent of Statewide Interoperability Coordinators, along with a growing cadre of regional and local public safety communications personnel, charged with overseeing interoperability and emergency communications efforts; and

WHEREAS, COMU provides stakeholders with a plan of action to facilitate and coordinate initiatives, procedures, and scheduled activities that enable COMU to operate efficiently and effectively within the ICS; and

WHEREAS, the ICS COMU Program is a vehicle to conduct strategic planning that will ensure ICS COMU initiatives and activities dovetail with existing communications and interoperability plans.; and

WHEREAS, appointing one or more members of the St. Charles County Division of Emergency Management (“DEM”) to assume a COMU Position of Communications Unit

Leader will help protect County residents in the event of an activation of DEM, and will allow the County to serve the public interest for the benefit of our residents and neighbors; and

WHEREAS, by entering into this Agreement, the County is agreeing to allow the appointed individual(s) to participate in training exercises, attend communication unit meetings, and to be deployed as a Communications Unit Leader within the St. Charles County area; and

WHEREAS, Section 70.220 of the Revised Statutes of Missouri authorizes agreements between the parties for the purposes herein set out.

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

Section 1. The County Council hereby authorizes the County Executive to execute the Missouri Department of Public Safety NIMS ICS [COMU Position] Agreement for one or more qualified individuals to serve as Communications Unit Leaders.

Section 2. The Agreement shall be substantially the same in form and content as that attached hereto and incorporated herein by reference as **Exhibit A**.

Section 3. Compliance with the Agreements shall be the responsibility of the St. Charles County Director of Emergency Management.

Section 4. This ordinance shall be in full force and effect from and

after the date of its passage and approval and the Sub-Award Agreement authorized hereby shall be effective upon the date of its lawful execution by the authorized representatives of each entity as required by Chapter 70 of the Revised Statutes of the State of Missouri.

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DATE PASSED

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DATE APPROVED BY COUNTY EXECUTIVE

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CHAIR OF THE COUNCIL

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COUNTY EXECUTIVE

ATTEST:

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COUNTY REGISTRAR

**Missouri Department of Public Safety**  
**NIMS ICS [COMU Position] Agreement**

This agreement is between the Missouri Department of Public Safety (“DPS”) and the [Sponsoring Agency] (“sponsoring agency”) (collectively “the parties”) regarding the services of [Name] (“sponsored individual”) for deployment as a Communications Unit [COMU Position] to support interoperable communications.

**AUTHORIZATION AND TERM OF AGREEMENT:** The sponsoring agency hereby agrees that the sponsored individual, who is seeking recognition as a qualified DPS [COMU position], is authorized to perform services in compliance with the State and Regional Tactical Interoperability Communications Plan in benefit of all members of each plan. This authorization shall become effective upon acceptance and designation by DPS and shall remain in effect until such time as terminated by either party. The terminating party will provide a minimum of 90 days’ notice of intent to terminate.

**SERVICES:** The services to be performed are outlined in the State and Regional Tactical Regional Interoperability Plans and the Missouri Field Operations Guide (MO FOG) and fall under those duties outlined in the National Incident Management System (NIMS). The Incident Command System (ICS) shall be used when handling incidents or events and the [COMU position] shall work within that organizational structure and at the direction of the Incident Commander / superior officer and within the Unified Command Structure.

**NO EMPLOYMENT RELATIONSHIP WITH STATE OF MISSOURI:** The sponsoring agency hereby agrees that the sponsored individual shall retain a professional relationship solely with the sponsoring agency, and nothing in this agreement shall constitute the formation of an employee/employer relationship between DPS or any other agency of the State of Missouri.

While the sponsored individual is expected to perform the tasks of [COMU position] as defined in the plans described in this agreement, DPS’s authority over the sponsored individual is limited to removal of the recognition qualification status of the [Position recognition]. The [COMU Position] shall be supervised at the scene of an Incident, Exercise, or Planned Event as outlined in the NIMS ICS organizational structure. Performance evaluations will be completed whenever possible with a copy returned to the sponsoring agency. The sponsored individual shall only receive formal discipline or compensation from the sponsoring agency. Any time worked or spent in an “on-call” status will be the responsibility of the sponsoring agency.

The sponsoring agency will retain responsibility for all employment benefits including necessary insurance coverage during the time the sponsored individual is performing the duties of DPS [COMU position]. Nothing in this agreement shall be construed as a waiver by the State of Missouri of any applicable immunity, including sovereign immunity as enjoyed by the State under § 537.600 of the Revised Statutes of Missouri.

**EXHIBIT**

**A**

All formal personnel matters, including professional liability and compensation remain with the sponsoring agency. The sponsoring agency shall notify DPS, Missouri Interoperability Center (MIC), of any change in sponsorship status with the sponsored individual.

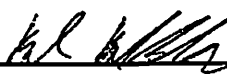
This agreement is not an obligation or commitment of funds, nor a basis for the transfer of funds. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies any appropriation, tender, or allocation of funds for such expenditures, if any.

**Deployment & Committed Time:** The sponsoring agency hereby agrees to authorize the individual to participate in ongoing training exercises, communications unit meetings, and to be deployed as a qualified [COMU position] within the following deployment areas as requested by DPS:

Local

Statewide

The sponsored individual shall be compensated only for committed time when participating in such events only as designated by the sponsoring agency. DPS MIC will not be responsible for reimbursement to the sponsoring agency or the sponsored individual for any expenses incurred while operating as a qualified [COMU position] at local, regional or statewide training events or incidents.

ACCEPTED BY:	SIGNATURE:	DATE:
SPONSORED INDIVIDUAL:		10.16.18
AGENCY REPRESENTATIVE:		
DPS MIC REPRESENTATIVE:		