

Emergency Bill No. 4828

Ordinance No. _____

Requested by: Demetrius Cianci-Chapman

Sponsored by: Terry Hollander

AN EMERGENCY ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE CITY OF ST. PETERS TO OBTAIN SPACE IN THE ST. PETERS EMERGENCY OPERATIONS AREA FOR THE PURPOSE OF OPERATING AN INFORMATIONAL CALL CENTER TO RESPOND TO CITIZENS' INQUIRIES REGARDING THE COVID-19 PANDEMIC

WHEREAS, worldwide, there are currently more than 167,000 COVID-19 cases resulting in nearly 6,500 deaths. In the United States, more than 3,000 cases have been diagnosed; and

WHEREAS, on March 13, 2020, the County Executive declared a State of Emergency for St. Charles County to ensure all resources are made available to assist in fighting the COVID-19 pandemic; and

WHEREAS, the St. Charles County Department of Public Health has been designated as the lead agency to coordinate the County's response and disseminate information to the public; and

WHEREAS, at the current time, there is no known vaccine to prevent individuals from contracting the COVID-19 disease if exposed to the novel coronavirus; and

WHEREAS, the United States Centers for Disease Control and Prevention (CDC) has developed and issued healthcare

protocols to reduce the likelihood of individuals contracting COVID-19; and

WHEREAS, the St. Charles County Charter, Article II, Section 2.605 states that to meet a public emergency affecting the immediate preservation of the public peace, health and welfare, the Council may adopt emergency ordinances; and

WHEREAS, the public emergency affecting the immediate preservation of the public peace, health, safety and welfare in the County exists in that the County is experiences an extraordinary and unprecedented number of calls for assistance and guidance from County residents related to COVID-19; and

WHEREAS, Section 70.220, RSMo, authorizes intergovernmental agreements between political subdivisions of this state and other political subdivisions or federal agencies 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 Executive is hereby authorized to execute an agreement in substantially the same form as **EXHIBIT A** with the City of St. Peters on behalf of the St. Charles County Department of Public Health for the purpose of operating a call center to respond to citizens' calls regarding COVID-19.

Section 2. The County Executive is authorized to renew this agreement as necessary until the State of Emergency has terminated.

Section 3. Compliance with all the terms of this agreement shall be the responsibility of the St. Charles County Department of Public Health.

Section 4. The agreement shall be valid upon its lawful execution as required by Chapter 70 of the Revised Statutes of Missouri.

Section 5. Declaration of Emergency. An emergency exists because there is a confirmed St. Charles County case, as well as cases in St. Louis County and St. Louis City which jurisdictions are a part of the metropolitan area.

Section 6. This ordinance shall be in full force and effect from and after the date of its passage and approval pursuant to the St. Charles County Charter Article II, Section 2.605.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

EXHIBIT A

**COOPERATIVE AGREEMENT FOR OBTAINING SPACE TO CONDUCT A
CITIZENS' CALL CENTER RELATING TO COVID-19**

This Agreement is entered into as of the _____ day of _____, 2020, between ST. CHARLES COUNTY, MISSOURI, a charter county and political subdivision of the state of Missouri (hereinafter referred to as "County"), the City of St. Peters, Missouri, a city of the fourth class and political subdivision of the State of Missouri (hereinafter referred to as "City").

WHEREAS, worldwide, there are currently more than 167,000 COVID-19 cases resulting in nearly 6,500 deaths. In the United States, more than 3,000 cases have been diagnosed; and

WHEREAS, on March 13, 2020, the County Executive declared a State of Emergency for St. Charles County to ensure all resources are made available to assist in fighting the COVID-19 pandemic; and

WHEREAS, the St. Charles County Department of Public Health has been designated as the lead agency to coordinate the County's response and disseminate information to the public; and

WHEREAS, at the current time, there is no known vaccine to prevent individuals from contracting the COVID-19 disease if exposed to the novel coronavirus; and

WHEREAS, the United States Centers for Disease Control and Prevention (CDC) has developed and issued healthcare protocols to reduce the likelihood of individuals contracting COVID-19; and

WHEREAS, Section 70.220, RSMo, authorizes intergovernmental agreements between political subdivisions of this state and other political subdivisions or federal agencies for the purposes herein set out.

NOW, THEREFORE, the parties do hereby agree as follows:

General Terms

1. The City hereby leases to County and County hereby leases from the City the portions of the building located at St. Peters Justice Center, 1020 Grand Teton Drive, St. Peters, MO 63376 (the "Building"). County's rights are subject to all restrictions, encumbrances, covenants, easements and rights-of-way of record and applicable zoning regulations including, but not limited to, rights of ingress and egress. The City represents to the County that the Leased Premises are safe in good order and repair, including but not limited to all HVAC systems, plumbing, electrical and structural systems and is fit for use as municipal police department detective bureau and related purposes.

2. St. Peters may submit costs for possible reimbursement on Form 214 to the County Emergency Management Director.

3. County shall have the right to access the Premises for the operation by the St. Charles County Department of Public Health of a call center to respond to citizens' calls regarding COVID-19.

4. County employees shall be subject to the City's directions for ingress and egress to the call center location.

Limitations

5. This Agreement is not assignable by any party hereto.

6. The parties shall comply with all applicable laws, ordinances, rules, regulations and requirements now in force or which may hereinafter be put into force.

Duration and Termination

7. This Agreement commences upon full execution by both parties and continues until the termination of the State of Emergency declared on March 13, 2020, by the County Executive to fight the COVID-19, or until such later date as the parties may agree.

8. This Agreement may be terminated by either party hereto with ten (10) days written notice to the other party.

Miscellaneous

9. The headings in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement.

10. If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Agreement shall not be affected and shall continue in full force and effect.

11. No provision of this Agreement shall be construed against or interpreted to the disadvantage of a party by any court or other governmental authority by reason of such party having or being deemed to have structured or dictated such provision.

12. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. There are no contemporaneous agreements, written or oral, between the parties with respect to the subject matter hereof. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

13. Notices: All notices and other communications hereunder shall be in writing and shall be deemed to be duly given if (a) delivered in person or by commercial delivery service, or (b) if

mailed by certified mail, with postage prepaid and return receipt requested, to the party at its address as set forth below, or to such other person and/or address as the party may provide by written notice in the future:

To County:
Director of Finance
St. Charles County
201 North Second Street, Fifth Floor
St. Charles, Missouri 63301

To City:
City Administrator
City of St. Peters
One St. Peters Centre Blvd.
St. Peters, Missouri 63376

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement after duly obtaining authorization to enter same from the governing body thereof in accordance with applicable law.

CITY OF ST. PETERS, MISSOURI:

ST. CHARLES COUNTY, MISSOURI:

By _____
Len Pagano, Mayor

By _____
Steve Ehlmann, County Executive

ATTEST:

ATTEST:

Patty Smith, City Clerk

Brenda Hinton, County Registrar