AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE OR HIS DESIGNEE TO EXECUTE FORM INTERGOVERNMENTAL AGREEMENTS FOR GOVERNMENTAL AGENCIES TO USE THE COUNTY EMERGENCY OPERATIONS CENTER AT 1400 T R HUGHES BLVD., O’FALLON, AS A CONTINUITY OF OPERATIONS SITE

WHEREAS, St. Charles County Regional Emergency Management maintains the St. Charles County Emergency Operations Center (EOC), currently located at 1400 T R Hughes Blvd., O’Fallon, MO 63366; and

WHEREAS, the St. Charles County Regional Emergency Management coordinates with the cities within St. Charles County, as well as neighboring jurisdictions and state and federal agencies during emergency activations; and

WHEREAS, the EOC is a 30,000 square foot facility that houses all of the County’s emergency functions previously located in different areas; and

WHEREAS, the EOC is where the County engages in the planning and coordination of disaster preparedness, response and recovery; and is where staff answer and process 911 calls around the clock; and is the hub for data technology.; and
WHEREAS, the EOC is strategically located in O’Fallon, Mo., adjacent to the St. Charles County Police Department; and

WHEREAS, the EOC is built to withstand the intensity of a category EF-4 tornado, and is designed to remain fully operational for three days without electricity, water or sewer; and

WHEREAS, certain governmental agencies have expressed the desire to utilize the EOC as a Continuity of Operations (COOP) site in the event of a disaster and its immediate aftermath; and

WHEREAS, Section 70.220 RSMo. authorizes an intergovernmental agreement between political subdivisions 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 or his designee is hereby authorized to execute an agreement substantially similar in form and content to the agreement attached hereto as EXHIBIT A to allow governmental agencies to use the EOC as a COOP site in accordance with the terms as outlined in the agreement.

Section 2. Compliance with all the terms of the agreements shall be the responsibility of the Chief of Police or his designee.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreements shall be valid upon the lawful approval of the governing body of each governmental entity entering
into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR
AGREEMENT BETWEEN ST. CHARLES COUNTY AND NATIONAL WEATHER SERVICE – ST. LOUIS OFFICE FOR ACCESS TO AND USE OF THE ST. CHARLES COUNTY EMERGENCY OPERATIONS CENTER

This Agreement ("Agreement") made by and between ST. CHARLES COUNTY, MISSOURI (hereinafter “COUNTY”) and NATIONAL WEATHER SERVICE – ST. LOUIS OFFICE (hereinafter “AGENCY”) is subject to the following terms and conditions:

ARTICLE ONE- GENERAL TERMS

A. In consideration for the AGENCY’S covenants hereinafter expressed, during times that the National Weather Service – St. Louis Office facility is unavailable the COUNTY agrees to grant AGENCY access to and use of the St. Charles County Emergency Operations Center ("EOC"), located at 1400 T R Hughes Blvd., O’Fallon, MO 63366, for use as a Continuity of Operations ("COOP") site on days exclusively determined by the COUNTY Regional Emergency Management Director or his designee.

B. The AGENCY agrees that it is authorized to enter into this Agreement with COUNTY.

C. The AGENCY agrees that COUNTY shall maintain control of the EOC, and further agrees to abide by the COUNTY’s operational rules for the EOC.

ARTICLE TWO -PARTICULAR TERMS AND CONDITIONS

A. AGENCY’s access to the EOC shall be limited to those employees of the AGENCY who reasonably need access for COOP site purposes of the AGENCY. AGENCY agrees that all employees shall wear official AGENCY identification at all times that they are within secured areas of COUNTY buildings.
B. AGENCY shall provide as much notice as reasonably possible as to the time that it will begin to need access to the EOC as a COOP site. Access to the Emergency Operations Center shall be scheduled by an authorized AGENCY representative by contacting the COUNTY Regional Emergency Management Director or his designee.

C. AGENCY anticipates six AGENCY personnel at a time working in the EOC, with a possibility of a maximum of ten AGENCY personnel present.

D. AGENCY shall be permitted, as far as practicable, to utilize the following equipment and facilities: the County phone system with an anticipated two telephones, with a possibility of a maximum of four telephones, the County internet and an anticipated two computer stations, with a possibility of a maximum of four computer stations, as well as the fax machine and printer in the dispatch room for intermittent fax and print needs.

E. AGENCY is responsible for testing the call forwarding functions of any administrative phone lines and for promptly notifying COUNTY of any technical issues that arise.

F. AGENCY will ensure that personnel utilizing the EOC at the request of AGENCY have a supervisor in charge present and such supervisor in charge shall coordinate and cooperate with the COUNTY Regional Emergency Management Director or his designee and shall abide by all operational procedures applicable to the EOC.
G. COUNTY and AGENCY agree that the AGENCY’s use of the EOC as a COOP site shall cease as soon as the AGENCY is reasonably able to transition back to its own facility.

H. Use of the EOC shall be without cost to AGENCY.

**ARTICLE THREE - LIMITATIONS**

This Agreement is not assignable and is to be exercised solely by the COUNTY and AGENCY as provided herein.

**ARTICLE FOUR - LIABILITY**

To the extent permitted by law, Agency shall assume liability for any loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property arising from the tortious acts or omissions of any AGENCY employee related to the Agency's use of the EOC including tortious acts or omissions resulting in injury to or death of persons, including the officers, agents and employees of either party herein:

Agency has notified COUNTY that the extent to which AGENCY assumes liability is limited to the bases upon which the United States is liable for the negligent or wrongful acts or omissions of its agents, employees and contractors while acting within the scope of their employment under the Federal Tort Claims Act (FTCA) 28 U.S.C. §§ 1346(b), 2671-2680.

AGENCY has further notified COUNTY that AGENCY personnel using the EOC are covered by the federal equivalent of worker's compensation.
To the extent permitted by law, COUNTY shall indemnify, protect and hold harmless the AGENCY from and against the loss, claims, damage and/or expense arising out of any demand, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, which may arise out of or be caused in whole or in part by the fault, failure, or negligence of the COUNTY, its agents, servants or employees in performing its obligations under this Agreement.

**ARTICLE FIVE- TERMINATION**

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 three-year periods unless either party gives written notice on or before December 1 of the final year of the three-year renewal period.

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.

**ARTICLE SIX- ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement herein.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the COUNTY this ___ day of ____________, 20__.

Executed by AGENCY this ___ day of ____________, 20__.

NATIONAL WEATHER SERVICE -
ST. LOUIS OFFICE
12 Research Park Dr.
St. Charles, MO 63304

[Signing Authority]

[Name]

ST. CHARLES COUNTY, MISSOURI
100 North Third Street, Suite 318
St. Charles, MO 63301

ATTEST:

[Name]

RECOMMENDED BY:

Kurt Frisz, Chief of Police