

Joint Emergency Operations Center MOU

- I. **PARTIES:** This Memorandum of Understanding ("MOU") is to provide assistance during disaster incidents, especially the use of a joint Emergency Operations Center (EOC) by and between Cape Girardeau County, City of Cape Girardeau, City of Jackson, and SEMO University.
- II. **PURPOSE:** The Emergency Operations Center (EOC) is a facility designated for managing disaster emergencies. The joint emergency operations center shall be activated whenever there is a major incident that causes a significant life safety threat or moderate to heavy property damage, potential or actual business disruption or has the potential to cause a significant impact to the community.

The EOC may be activated by one of the 4 jurisdictions Emergency Management Director or their designee. Once the EOC is activated all the jurisdictions agree to assist in EOC operations. When the EOC is activated, all jurisdictions will have access to any and all resources within the EOC.

The Cape Girardeau County Emergency Operations Center (EOC) has four activation levels:

Level 4: Enhanced Monitoring Lowest EOC activation. Requires EMA staff in support functions only, with specified partner agencies providing additional support from their headquarters or remotely.

Level 3: Partial Activation Moderate EOC activation. Requires command staff and basic support functions, such as planning and logistics, and specified city/county agencies, depending on the threat.

Level 2: Full Activation Full EOC activation. Requires command staff, full emergency support function staffing, city/county agencies and state-level partners, and necessary additional technical expertise.

Level 1: Full Activation Full County/State Response- Maximum EOC activation. Requires command staff, full staffing of all emergency support functions, city/county agencies, and state-level partners, plus integration of SEMA personnel to coordinate state resources and support.

- III. **Location:** It's recognized that a joint EOC would be beneficial to all stakeholders. Therefore, the Cape Girardeau County Emergency Operations Center shall serve as the primary countywide EOC for all partnering jurisdictions. The physical address for the primary joint EOC is 3555 Veterans Memorial Dr Cape Girardeau, MO 63701.

The Secondary Emergency Operations Center will be located at Cape Fire Station #3, 1975 N Sprigg St Cape Girardeau, MO 63701. This location will become the primary EOC if the County EOC is unable to open for any reason.

- IV. **Personnel:** It is agreed upon that all jurisdictions will provide personnel to staff the EOC during operations. The EOC may operate on various operations cycles depending on the incident and personnel will be needed to staff each operational period. Operational periods should not exceed 12 hours in order to maintain a well-rested operational staff.
- V. **Emergency Operations Plan:** All jurisdictions agree to operate using an Emergency Support Function style EOC. Jurisdictions may have slight variations in their Emergency Plans as long as the basic plans will remain consistent.
- VI. **Term and Termination:** This MOU is effective as of December 15th, 2025 and expires January 1st, 2028. Four months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such a review, the parties may decide to extend this MOU for an additional period on a bi-annual basis, and if so, shall confirm this, in writing and signed. This MOU may be terminated by written notification from any party with a sixty-day notification period.
- VII. **Required Training:** Each jurisdiction will be responsible for verifying their emergency management team is up to date on required training. Every member of the emergency management team for each agency will be required to take Incident Command System (ICS) 100, ICS 200, ICS 700, and ICS 800 to be considered trained. The Emergency Support Functions (ESF's) will be trained and coordinated on a quarterly basis to train on ESF specific duties. Additional online trainings may be required for specific ESF's. The joint Emergency Management team will meet biannually to conduct a tabletop or functional exercise.
- VIII. **24-Hour Contact Information:** Cape Girardeau County shall provide two twenty- four-hour points of contact to the other jurisdictions to allow 24/7 usage of/access to the EOC.

Primary Contact
Sam Herndon
Director
(573) 987-8229

Secondary Contact
Charles Wilson
Deputy Director
(573) 510-3936

- IX. Responsible Party:** Each party to the agreement will appoint a representative, officer, or other individual as follows who will be responsible for the coordination and administration of this MOU:

To Cape Girardeau County:

Samuel Herndon V
Emergency management Director
3555 Veterans Memorial Dr
Cape Girardeau, MO 63701
(573) 204-0911
saherndon@capecounty.us

To City of Cape Girardeau:

Chief Randy Morris Jr
Fire Chief
1 South Sprigg St
Cape Girardeau, MO 63703
573-339-6790
rmorris@CityofCapeGirardeau.org

To City of Jackson:

Chief Jason Mouser
Fire Chief
525 S Hope St
Jackson, MO 63755
573-204-1010
jmouser@jacksonfire.org

To Southeast Missouri State University:

Jeffrey S. Crites
Sergeant / Emergency Operations
University Police
1401 N. Sprigg, MS 7275
Cape Girardeau, MO 63701
(573) 651-2215
jscrites@semo.edu

In addition, all Parties retain all rights, controls and authority over their respective property, facilities, equipment, and employees, unless otherwise agreed in this MOU or other written agreements between the Parties.

- X. Governing Law and Venue:** This MOU and any disputes arising out of or related thereto shall be governed by the laws of the State of Missouri. The Circuit Court of Cape Girardeau County, Missouri shall have exclusive jurisdiction over any dispute relating to this MOU, and each party consents to the exclusive jurisdiction of that court.

- XI. Notice:** Notices required by this MOU shall be mailed via certified or registered mail, return receipt requested, to the receiving Party's address below or via email to the regularly monitored email address noted below:

To Cape Girardeau County:

100 Court Street Suite 301
Jackson, MO 63755
Attn: County Clerk
kclark@capecounty.us

To City of Cape Girardeau:

44 North Lorimier
Cape Girardeau, MO 63701
Attn: City Clerk
cityclerk@cityofcape.org

To City of Jackson:

101 Court Street
Jackson, MO 63755
Attn: City Clerk
abirk@jacksonmo.org

To Southeast Missouri State University:

One University Plaza, MS 3300
Cape Girardeau, MO 63701
Attn: General Counsel
cmartin@semo.edu

- XII. Amendment:** The Parties acknowledge that Amendments to this MOU may be made at any time by mutual agreement. No Amendment of the terms of this MOU will be effective unless made in writing and signed by each Parties authorized signatory.
- XIII. Severability:** If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
- XIV. Execution in Counterparts:** This MOU may be executed simultaneously in several counterparts, each of which shall be deemed to be original and all of which shall constitute but one and the same instrument. A photocopy or facsimile copy of this fully executed MOU shall have the same legal force as the MOU bearing original signatures. Signatures transmitted via facsimile or portable document format, or equivalent, shall be deemed valid as original signatures.

IN WITNESS WHEREOF, the persons executing this MOU represent and certify they have the full power and authority to enter into this Agreement on behalf of the Parties for which they are signing.

CAPE GIRARDEAU COUNTY

Clint Tracy
Presiding Commissioner

Date

CITY OF CAPE GIRARDEAU

Stacy Kinder
Mayor

Date

CITY OF JACKSON

Dwain Hahs
Mayor

Date

**SOUTHEAST MISSOURI STATE
UNIVERSITY**

Dr Brad Hodson
President

Date