

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed 11-13-18

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2018- 280

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental
2 Agreement with Greene County for the purpose of continuing to
3 operate and improve the countywide Enhanced 9-1-1 Emergency
4 Telephone Service.
5
6

7 WHEREAS, the City and Greene County have jointly operated the countywide 9-
8 1-1 telephone service since February 3, 1997; and
9

10 WHEREAS, this Agreement continues that relationship and makes needed
11 clarifications to reflect operational improvements over time; and
12

13 WHEREAS, entering into this Agreement will allow countywide 9-1-1 Emergency
14 Telephone Service to operate more efficiently and effectively to better serve the people
15 of Greene County and the City of Springfield; and
16

17 WHEREAS, the joint operation of the countywide Enhanced 9-1-1 Emergency
18 Telephone Service has been efficient and effective; and
19

20 WHEREAS, it is in the interest of the City to continue this longstanding and
21 successful relationship which provides outstanding 9-1-1 telephone service for the
22 community and to constantly work together to continue to improve said service.
23

24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 SPRINGFIELD, MISSOURI, as follows, that:
26

27 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
28 an Intergovernmental Agreement with Greene County for 9-1-1 Emergency
29 Communications Services, said agreement to be substantially in the same form and
30 content as the document attached hereto and incorporated herein by this reference as
31 “Exhibit A.”
32

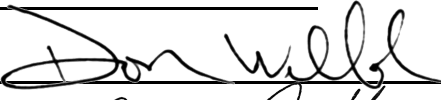
33 Section 2 – This Ordinance shall be in full force and effect from and after
34 passage.

35
36 Passed at meeting: _____

37
38 _____
39 Mayor

40
41 Attest: _____, City Clerk

42
43 Filed as Ordinance: _____

44
45 Approved as to form:  _____, Assistant City Attorney

46
47 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2018-280

FILED: 11-13-18

ORIGINATING DEPARTMENT: Springfield-Greene County 9-1-1 Emergency Communications Department and City Manager

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Greene County for the purpose of continuing to operate and improve the countywide Enhanced 9-1-1 Emergency Telephone Service.

BACKGROUND INFORMATION: The City and County have jointly operated the countywide 9-1-1 telephone service since 1997 and have operated one active dispatch center since 2002. This Agreement continues that relationship and makes needed clarifications to reflect operational improvements over time. The result will allow 9-1-1 Emergency Telephone Service to operate more efficiently and effectively to better serve the people of Greene County and the City of Springfield.

City Council approved a prior draft of the Agreement by Special Ordinance 27048 on May 21, 2018. That draft of the Agreement was not fully executed. The version of the Agreement submitted by this Council bill clarifies that this Agreement supersedes all prior agreements and addendums between Greene County and the City regarding the operation of 9-1-1 Emergency Communications Services.

The 9-1-1 Emergency Communications Department and City Manager recommend approval of the proposed Agreement.

SUBMITTED BY:



Zim Schwartze, Director
Springfield-Greene County 911
Emergency Communications Department

APPROVED BY:



Jason Gage, City Manager

**Intergovernmental Agreement between
the County of Greene and the City of Springfield
for 9-1-1 Emergency Communications Services**

This Intergovernmental Agreement (“Agreement”) between the County of Greene, Missouri, (the “County”) and the City of Springfield, Missouri, (the “City”) dated _____, 2018 (the “effective date”).

WITNESSETH,

WHEREAS, City and County have joined together in the past to operate a consolidated City-County 9-1-1 Emergency Communications Department including the consolidation of the Sheriff’s dispatch operations and the City’s dispatch operations which the City currently operates as a 9-1-1 Emergency Communications Department at the Greene County Public Safety Center located at 330 W. Scott Street within the City; and

WHEREAS, the above-named parties entered into an Intergovernmental Memorandum of Understanding dated February 3, 1997, setting forth the terms to fund the acquisition and operation of a countywide Enhanced 9-1-1 Emergency Telephone Service and subsequently amended same by the execution of amendments thereto dated December 27, 2001, August 30, 2002, and September 25, 2007; and

WHEREAS, the County and the City enter into this Agreement to delineate and set forth the respective duties and responsibilities of the City and County with respect to the funding and operation of a countywide Enhanced 9-1-1 Emergency Telephone Services System whereby the City provides 9-1-1 emergency communications to all user agencies on behalf of Greene County; and

WHEREAS, the City and County desire that this Agreement shall supersede the Intergovernmental Memorandum of Understanding dated February 3, 1997, and all amendments or addendums thereto.

NOW THEREFORE, in consideration of the mutual covenants as set forth herein, it is mutually agreed to as follows:

1. **PURPOSE**

The County of Greene and the City of Springfield enter into this Agreement pursuant to Section 70.220 RSMo., for the purpose of the City providing 9-1-1 Emergency Communications to all user agencies on behalf of the County.

2. DEFINITIONS

9-1-1 Emergency Communication Department (9-1-1 ECD) - the City of Springfield Department that provides user agencies emergency dispatch and communications services.

Board or 9-1-1 Advisory Board – the Greene County E9-1-1 Telephone Services Advisory Board of law enforcement, fire, EMS and other community leaders established to guide the establishment and operations of the 9-1-1 ECD.

City of Springfield – The City of Springfield, Missouri.

Commission – the Greene County Commission.

County – the County of Greene, Missouri.

Director of 9-1-1 Emergency Communications Department (Director of 9-1-1) – an employee of the City who has the overall responsibility of implementing duties of the City, to provide user agencies emergency dispatch and communication services.

E9-1-1 System – the enhanced emergency communications system which connects the public to emergency response.

9-1-1 Sales Tax – a County sales tax of one-eighth (1/8) of one (1) percent, approved by Greene County voters on April 3, 2007, for the purpose of providing central dispatching of law enforcement services, fire protection, emergency ambulance services, including emergency telephone services and other emergency services.

User agency – a public safety agency operating within the County that utilizes the services of the E9-1-1 system.

3. COUNTY COMMISSION ORDER OF _____, 2017.

The parties hereto acknowledge and accept the provisions of the Greene County Commission Order dated _____, 2017, the “Order” a copy of which is attached hereto as Exhibit “A.”

4. DUTY OF THE COUNTY

The Commission will appoint Board members and approve the annual budget. The County staff will make revenue projections, collect revenues, disburse authorized expenditures, provide financial policies and audits, and maintain County-owned facilities.

5. DUTY OF THE BOARD

The duties of the Board are as outlined in the Order attached hereto.

6. DUTY OF THE CITY

Except as otherwise specified in this Agreement, the City, shall equip, operate, staff, and maintain accessories (i.e., inventory, equipment, and appurtenances) necessary and proper to provide emergency dispatch and communications services to all user agencies including law enforcement, fire departments, fire districts, and public safety agencies within the County to the best of its abilities after considering available technology, geography and funding allocated from the countywide 9-1-1 sales tax. The City shall provide to user agencies emergency dispatch and communications services for the efficient operation of an emergency communications system as determined and authorized by the Order and State Statute. The City shall utilize equipment, assets, and personnel funded by the County 9-1-1 sales tax to provide the services listed herein. The City shall function as the organization for all employees of the 9-1-1 ECD, who shall be considered City employees, and one of whom shall serve as the Director of 9-1-1. The City, through the Director of 9-1-1, shall meet regularly with the Board to provide updates on the system including performance, needs, and budgetary progress. The City, through the Director of 9-1-1, shall provide the Board with all information necessary for the Board to carry out its duties.

7. DUTY OF THE DIRECTOR OF EMERGENCY COMMUNICATIONS

The Director of 9-1-1 has the overall responsibility of implementing the duties of the City as specified in this Agreement, proposing a budget to the Board, monitoring the budget, meeting regularly with the Board to keep the Board informed of the performance and needs of the system, budgetary status, making policy recommendations, and developing and maintaining current plans to ensure a sustainable system.

8. REVENUES

The County will collect, disburse, and account for all tax revenues and funds restricted for the use of E9-1-1 System. All revenue including, but not limited to, the Greene County E9-1-1 Sales Tax, all telecommunications fees, wireless and cellular phone company surcharges, gifts, interest, donations, and refunds given for the use of the E9-1-1 System shall be received by the County and remain in a non-reverting fund dedicated to the operation and maintenance of the E9-1-1- System. This fund shall be accounted for separately from the County's other funds and be available for future use as determined by the Board with appropriation by the County. Surplus cash reserves in excess of each month's anticipated expenditures are to be invested according to County policy. The County may accept gifts, grants, equipment, or services from any lawful source on behalf of the E9-1-1 System.

9. EXPENDITURES

The City will pay all expenses necessary for operating and maintaining the 9-1-1 ECD in an amount that does not exceed the approved budget or funding allocated from the countywide 9-1-1 Sales Tax. The City will invoice the County monthly for actual expenses incurred in the operation of the 9-1-1 ECD. The County shall remit up to the entire amount of the expenses approved in the budget for which there is an available appropriation. If the County has questions regarding expenditures, these should be

submitted in writing to the City immediately following the receipt of the invoice and the City will make every effort to answer questions promptly.

10. BUDGET

Each year, the County Budget Officer shall provide a report to the Director of 9-1-1 of the anticipated amount of money that will be received for the use of the E9-1-1 System. Annually, the Director of 9-1-1 shall develop a proposed budget which will meet the anticipated maintenance and operations expenses of the E9-1-1 System, facilities and accessories for the coming calendar year. The Director of 9-1-1 shall submit a proposed budget, along with a plan for system and/or capital upgrades, to the Board for review and comment no later than the regularly scheduled July Board meeting each calendar year. The Board shall give due consideration to all comments submitted. The Board shall have the Director of 9-1-1 propose a final budget to the County's Budget Officer no later than September 1st of each year for the following calendar year. The County Budget Officer shall provide monthly budgetary status reports to the Board or at other times upon written request.

The County budget is approved and goes into effect in January of every year. The City budget will reflect the approved calendar year County budget the following July.

11. EQUIPMENT

The City will be responsible for the purchase or lease of all equipment and software necessary for the operation of the system, including but not limited to, Computer Aided Dispatching (CAD), radio consoles, computer equipment, telephones, desks, chairs, workstations, and office furnishings, unless the Board determines it should be purchased by the County. All purchases/leases greater than \$5,000 that are not in the approved budget and not defined as exigent circumstances are subject to the approval of the County. All equipment and assets funded with the E9-1-1 sales tax through County funds shall be purchased in the County's name and be the property of the County of Greene, Missouri, provided however, for insurance purposes, vehicles purchased or acquired for use by 9-1-1 ECD personnel shall be titled in the name of the City. An inventory shall be kept by the City and the list provided to the County. The City shall be responsible for any missing, lost, or stolen equipment or assets owned by the County. No equipment or assets may be transferred from the City to any other person or entity except the County without the permission of the 9-1-1 Advisory Board. Any worn out or obsolete property shall be disposed of by the County or City in accordance with the policy of the County for disposal of such property. Funds from the disposal of any property purchased from 9-1-1 funds shall be put back into the 9-1-1 fund for use by the Board for the E9-1-1 System.

The purchase and maintenance of all equipment necessary to receive calls, radio transmissions, and data at the locations (or vehicles) of participating user agencies will be the responsibility of those entities.

12. FACILITIES

The County will provide a primary dispatching facility for use by the City for the E9-1-1 System. All costs associated with the facility will be paid for by the County with charges for the 9-1-1 allocated portion of expenses being charged to the approved 9-1-1 budget through the normal expenditure process. The City will provide a backup facility location at no cost to the E9-1-1 system other than the necessary equipment and upgrades approved by the Board to make it functional to the E9-1-1 System.

13. RADIO ACCESS

The City and the County will continue to participate in the joint City/County/City Utilities trunked radio system at no cost to the E9-1-1 sales tax other than consoles and user equipment. The County will allow a limited amount of equipment infrastructure necessary for the operations of the trunked radio system to be located within the 9-1-1 facility at no cost, including space and utilities; however, the County is not responsible for any loss or damages that occurs to the equipment infrastructure that is not covered by any insurance funded by the Board.

14. INSURANCE

The County will maintain Directors and Officers insurance for all Board members. The County will maintain insurance for the building and all contents. The City will maintain General Liability and Errors and Omissions insurance with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City will carry Workers' Compensation insurance for all its employees. The City will provide vehicle insurance coverage on any vehicles owned and operated by the 9-1-1 ECD. All insurance provided in this section will be funded by the E9-1-1 sales tax.

15. INDEMNITY

To the extent allowed or imposed by law the City agrees to defend, indemnify and to hold harmless the County and the 9-1-1 Advisory Board, from all claims, loss or damage, including costs and reasonable attorney fees, sustained by any person or property resulting from the City's wrongful or negligent acts or omissions that are solely attributable to any employee, official, or agent of the City, including but not limited to the loss or damage of any nature arising from the dispatching or provision of law enforcement, fire, or emergency medical services.

In addition to and notwithstanding the foregoing, the County is solely responsible for any liability or claim of liability which arises out of the exercise or alleged exercise of authority by the 9-1-1 Advisory Board members, and to the extent allowed or imposed by law shall defend, indemnify and hold harmless the City from all claims, loss or damage, including costs and reasonable attorney fees, sustained by any person or property resulting from the acts or omissions of 9-1-1 Advisory Board members in connection with the performance of this Agreement. Nothing herein shall be deemed or interpreted to impose any liability on the County, the 9-1-1 Advisory Board or the City for conduct immune from liability.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as required by federal and state constitution or law.

16. MODIFICATIONS

This Agreement may be modified in writing with the approval of the City and the County by appropriate ordinance and order.

17. TERM

This Agreement shall be in full force and effect upon execution by County and City. The initial term of this Agreement shall be until December 31, 2018. The agreement shall renew on January 1, 2019 and automatically renew for consecutive one year terms unless terminated by the parties as provided in this agreement.

18. DURATION AND TERMINATION

Except as otherwise specifically provided herein, any party to this Agreement may withdraw from this Agreement upon at least twelve (12) month's advance written notice to the other party. Said termination notice must be received by December 31st of the year prior to termination to be effective on December 31st of the following year. All equipment and assets purchased or acquired with 9-1-1 funds shall be retained by the County upon the termination of this Agreement. FCC licenses held by the City for the use of the 9-1-1 system shall be transferred to the County upon termination of this Agreement.

19. DISPUTE RESOLUTION

In the event that the parties are unable to agree on any matter required to operate the E9-1-1 system, then the City and County shall each select a reputable mediator, and those two mediators shall select a mutually agreeable third mediator to consider the matter in consultation with the City and the County and make a binding and final written decision. Either party may thereafter terminate this Agreement in accordance with paragraph 18 above.

20. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the City and County and supersedes the Intergovernmental Memorandum of Understanding dated February 3, 1997, and all amendments of addendums thereto.

21. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement, which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared to be severable.

22. EXECUTION OF AGREEMENT

This Agreement shall be executed on behalf of each party by its authorized representative and pursuant to the appropriate orders, resolutions or ordinances of each local government or other entity as the case may be.

23. BENEFITS

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons or entities.

24. EFFECTIVE DATE

This Agreement shall become effective upon the parties enacting ordinances, resolutions, or orders to implement said Agreement, authorizing their representative to sign the Agreement and establishing therein the effective date of the agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 2018.

GREENE COUNTY COMMISSION

Bob Cirtin, Presiding Commissioner

Harold Bengsch, Commissioner

Lincoln P. Hough, Commissioner

ATTEST:

Shane Schoeller, County Clerk

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cindy Stein, CPA, Greene County Auditor

APPROVED AS TO FORM:

County Counselor

CITY OF SPRINGFIELD, MISSOURI:

Jason Gage, City Manager

ATTEST:

City Clerk

**CERTIFICATE OF DIRECTOR OF
FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM:

City Attorney or Assistant City Attorney