

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE VERNON COUNTY COMMISSION AND THE CITY OF NEVADA, MISSOURI, FOR 911 DISPATCH SERVICES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The agreement attached hereto as "Exhibit A" and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and to attest the same.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri this 21st day of November 2023.




KENDALL VICKERS, MAYOR

ATTEST:


CYNTHIA DYE, CITY CLERK

AGENDA ITEM

November 7, 2023

Subject: 911 Dispatch Intergovernmental Cooperative Agreement

Department: Administration

The attached agreement will continue 911 Dispatch services with the Vernon County Sheriff's Office.

Manager Notes:

- **Prior Dispatch Services cost:**
 - 2021 - \$212,000 (6% increase)
 - 2022 - \$218,360 (3% increase)
 - 2023 - \$224,910 (3% increase)
- **Proposed Dispatch Services cost:**
 - 2024 - \$240,653.70 (7% increase)
 - 2025 - \$250,279.84 (4% increase)
 - 2026 - \$257,788.23 (3% increase)

Intergovernmental Cooperative Agreement For 911 Dispatch Services

This Agreement is made effective the 1st day of January, 2024, and is mutually agreed, by between the Vernon County Commission ("County"), the Vernon County Sheriff's Office ("Sheriff"), and the City of Nevada, Missouri ("City") with the approval of their governing bodies, as applicable.

1. 911 Dispatch Services.

It is agreed that 911 Dispatch services located on property of the County will be provided by the Sheriff to the City for the term and under the conditions set forth in this agreement. The service will be provided and maintained in good quality and responsible to the needs of the residents of the City. This agreement is a contract for services, not the creation of a partnership or consortium under the joint powers act, §70.260, RSMo.

2. Possession, Title, and Use of 911 Dispatch Property.

County owns all tangible personal property, but it is agreed that both entities will at all times have prompt, unencumbered access to all electronic investigative data, records and information.

The Sheriff shall hereafter utilize the 911 dispatch personnel and assets to provide 911 dispatch services for the City of Nevada. The supervision and control of the quality of dispatch services will be the responsibility of the Sheriff.

Should there be a termination of services, equally accessible copies of all electronic data (excluding geographical information systems mapping data) will be created with "County" and "City" equally sharing the cost, and a copy provided to each. Delivery of data will be completed on the date of termination of the service. Should delivery be incomplete or verification or supplemental verification needed at any time after termination of service, the Sheriff will cooperate with City in providing supplemental information as may be reasonably needed.

3. Term and Termination of the Contract.

This agreement will continue from January 1, 2024, to December 31, 2026 with a recurring three-year renewal unless other terms are mutually agreed upon. The recurring three-year renewal will not occur unless an updated agreement is concluded fixing costs. The city may terminate the agreement by six months written notice provided to the Sheriff, should it conclude service is inadequate.

4. Control and Improvement of Service.

It is recognized that 911 dispatch is an essential protection for the public and it is the intent of the parties that the service provided will meet the needs and concerns of all. The

Chief of Police of the City will individually, when the need might arise, meet with the Sheriff and confer to improve the service and as necessary execute protocols or memoranda to solve issues. It is anticipated that the parties will meet publicly with the Commission from time to time to provide updates in service.

In the unlikely event the Sheriff and the Chief are unable to resolve any issue to the mutual satisfaction of the parties concerned, the County will meet with the City Manager and/or Mayor and promptly attempt to resolve the issue.

Performance review meetings should be coordinated with the Sheriff on an as needed basis by the Police Chief and/or the Fire Chief. At such meetings the attendees should review issues regarding the quality of service and will endeavor to agree on modifications in procedures and current or additional training of dispatch personnel in order to avoid repetition of difficulties or inadequacy of service.

5. Control of Capital and Operational Expenditures – to encourage Contract Renewals.

Prior to the end of December, the agency utilizing the service and the Sheriff will submit the Renewal Memoranda to the governing bodies (County Commission and City Council) for approval, to the end that contract renewals shall be concluded before the end of the year.

Because the parties have opted for a three-year contract, annual renewal memoranda will not be required in 2024 and 2025, however, at least six months prior to the termination of the three-year term on December 31, 2026; the parties will commence discussion as to renewing the agreement.

6. Contribution of Costs.

It is anticipated that County and City will both make contributions which will share in a fair manner the cost of service. The City will contribute:

- \$240,653.70 (paid in twelve equal installments) for the first year of service,
- \$250,279.84 (a 4% increase, paid in twelve equal installments) for the second year of service and
- \$257,788.23 (a 3% increase, paid in twelve equal installments) for the third year of service.

Should the contract be terminated prior to the full 36 months of service, installments shall continue until the date of early termination.

The County will contribute use of and maintenance, repair and replacement of its office facilities at the Sheriff's Office, and the tangible and intangible personal property required to maintain service.

7. Minimum Staffing

The Sheriff will make every reasonable effort to staff the 911 Dispatch Center at all times with at least two dispatchers whose training is current and in compliance with Section 650.340, RSMo in order to provide proper dispatch services to both the City and the Sheriff.

8. Supplemental Financial Support for 911 Dispatch Services

Should tax based financial support or any form of alternative financial support develop during the term of the agreement, both parties agree to attempt to adjust the agreement within 60 days. Any agreed adjustment of cost to the City will be retroactive to the date alternative financial support is made available to the County or Sheriff for 911 dispatch expenses.

9. Remote Storage of Data.

Both parties agree to continue to maintain a system of remote storage of data that will protect continued operations in the event of damage or destruction to locally maintained electronic storage assets.

10. Complaints and Public Relations

If either party shall receive a third party complaint about the other party's operations or conduct, that party shall inform the other party as soon as possible, but no later than seventy-two (72) hours of receipt of the complaint. Neither party shall make a press release or statement to the media about the other party without prior consultation with the affected party. Both parties agree to in good faith promote a positive public image of the other party to the general public.

Complaints from the City to the Sheriff regarding dispatch service performance deficiencies will be promptly investigated in a thorough and transparent manner, with the goal of improving the quality of dispatch services.

11. Liability and Property Insurance

Vernon County currently maintains for itself and for the Sheriff's Department and will continue to maintain general liability coverage with the Missouri Sovereign Immunity Endorsement and coverage not less than \$2,000,000 with public officials' coverage or a public official's endorsement. Coverage is currently provided by MPR.

In extreme circumstances involving an error in dispatch, all parties to this agreement could reasonably be involved in the defense of litigation. For this reason and because no cost is incurred by the County by reason thereof, the County will have MPR list the City of Nevada, Missouri as an additional insured. Coverage is to be primary and non-contributory.

Because restoration of service in the event of destruction or damage of property or facilities is essential, the County will maintain real and personal property coverage adequate to replace the real property and personal property devoted to 911 services. The County need not name the City as additional insured on this coverage but obligates itself to utilize any replacement proceeds to replace or repair damaged or destroyed property.

Certificates of Insurance confirming the above coverage and additional insured will be provided to the City and maintained on file with the City Manager.

12. Training of 911 Dispatch Personnel

The Sheriff is statutorily obligated to see that personnel assigned 911 dispatch duties under this agreement have the training required by §650.340, RSMo, the Missouri "911 Training and Standards Act", which includes 24 hours of ongoing training every three years. The Sheriff agrees to ensure that all dispatch personnel will receive comprehensive field training and continuing education.

In the event performance issues occur, the Sheriff agrees to consider additional training for dispatch staff to avoid similar deficiencies in the future. The Sheriff agrees to require additional training as may be appropriate to address any emerging issues. It is recognized that a considerable amount of dispatcher training is available through MOAPCO and the Missouri State Highway Patrol.

13. Dispatch Standards

Because the dispatch center is subject to ISO Audit, as to fire dispatch performance, the Sheriff will, as in the past, maintain compliance with current ISO dispatch standards and the City will provide such assistance as may reasonably be requested. Call times and dispatch times will also be promptly provided to the City as requested or on as needed basis. Unless a fire is involved, ISO standards do not apply to police incident dispatching.

14. Assignment

Neither the Sheriff nor the County will assign 911 dispatch services or this agreement to a third party without the consent of the City. This provision would not apply to a temporary emergency event that results in the Sheriff abruptly losing the ability to providing dispatching services (such as an unforeseen critical equipment failure, severe weather event or other cataclysm) in which case dispatching services would need to be provided by a neighboring agency temporarily until such time as the Sheriff's dispatching service ability can be restored. The Sheriff will not contract with third party vendors for dispatch related equipment or services that will require additional expenses to be imposed upon the City above and beyond the costs outlined in this agreement.

In Witness Whereof, the County has executed this agreement this 28th day of November, 2023.



ATTEST:

Adrienne Lee
Adrienne Lee, County Clerk

Vernon County Sheriff

Jason Moshier
Jason Moshier, Sheriff of Vernon County

Vernon County Commission

Joe Wilson
Joe Wilson, Presiding Commissioner

Cindy Thompson
Cindy Thompson, Northern Commissioner

Everett Wolfe
Everett Wolfe, Southern Commissioner

In Witness Whereof, the City has executed this agreement this 21st day of November, 2023.



ATTEST:

Cynthia Dye
Cynthia Dye, City Clerk

City of Nevada, Missouri

By: Kendall R. Vickers
Kendall R. Vickers, Mayor