

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CLAY COUNTY, MISSOURI AND THE CITY OF LIBERTY, MISSOURI FOR THE CO-LOCATION OF PUBLIC SAFETY ANSWERING POINTS.

WHEREAS, the intent of co-locating emergency dispatch centers is to retain local control of each agency's operation while benefiting from functioning in the same physical space; and,

WHEREAS, each participating agency will continue to provide, operate, and maintain equipment and personnel sufficient to accommodate that agency's normal call volume; and,

WHEREAS, Gladstone has agreed to provide communication space to the participating agencies adequate to support eleven (11) consoles and related amenities; and,

WHEREAS, funding from the American Rescue Plan Act (ARPA) and received through Clay County has been designated to assist in the construction and purchase of capital equipment required for the co-located space.

WHEREAS, the proposed Agreement addresses each Party's financial responsibility for purchasing and maintaining shared capital equipment, facility maintenance, and monthly utility expenses.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

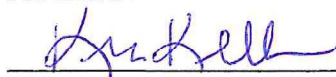
THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into an Agreement with Clay County, Missouri and the City of Liberty, Missouri for the co-location of their respective Public Safety Answering Points.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 26TH DAY OF SEPTEMBER, 2022.



Bill Garnos, Mayor

ATTEST:



Kris Keller, City Clerk

1st Reading: September 26th, 2022

2nd Reading: September 26th, 2022



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 22-36

ORD # 4.613

Date: 9/15/2022

Department: General Administration

Meeting Date Requested: 9/26/2022

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: An Ordinance authorizing the City Manager to enter into an Agreement with Clay County, Missouri and the City of Liberty, Missouri for the co-location of Public Safety Answering Points.

Background: Gladstone, Clay County and Liberty have all passed Resolutions agreeing to the concept of co-locating their respective emergency services dispatch operations. American Rescue Plan Act (ARPA) funds have been designated for this project and planning and preparation are well underway. A final Agreement has been drafted and approved by the legal and administrative departments of each participating agency. The proposed Ordinance will allow the City Manager to formally sign the Agreement with Liberty and Clay County.

Budget Discussion: Funds are budgeted in the amount of \$0 from the N/A Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$

Public/Board/Staff Input: Staff recommends approval of the proposed Ordinance

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Bob Baer
Department Director/Administrator

JM
City Attorney

SW
City Manager

CLAY COUNTY CO-LOCATED PUBLIC SAFETY ANSWERING POINT INTERGOVERNMENTAL AGREEMENT

This Clay County Co-located Public Safety Answering Point (PSAP) Intergovernmental Agreement ("Agreement") is dated Sept. 28, 2022 (the "Effective Date"), by and among:

- ☐ Clay County;
- ☐ The City of Gladstone;
- ☐ The City of Liberty;

Clay County, City of Gladstone, and City of Liberty are further referred to herein as the "Parties" or individually as "Party". Capitalized terms used herein are defined throughout this Agreement.

RECITALS

- A. Each of the Parties presently operates a current PSAP.
- B. Each of these PSAPs provide 9-1-1 call taking as well as Law Enforcement and Fire/EMS dispatching services. The Clay County Sheriff's Department PSAP also provides services to the City of Kearney and the Kearney Fire and Rescue Protection District.
- C. The PSAPs provide services using computer aided dispatch ("CAD") software made by Central Square.
- D. The City of Gladstone has agreed to provide space to accommodate the co-located PSAPs, to include console space, locker rooms, break room, staff parking, and administrative office space.

DEFINITIONS

- A. **Co-located CAD System.** The Central Square computer aided dispatch (CAD) system is designed to allow the partner PSAPs to use a single shared CAD system.
- B. **Hardware.** The physical computer parts and components constituting the shared CAD system or which are used by a party to interface with, access, or utilize the CAD system.
- C. **Software.** Any software, software package, or interface that comprises the CAD system or which is used by a Party to interface with, access, or utilize the system.
- D. **Hub.** That portion of the shared CAD System comprised of all hardware, software and licensing required for the database/file server, CAD web server, CAD archive and reporting server, CAD browser server and mobile server. The Hub shall be hosted by the City of Gladstone.
- E. **Node.** That portion of the shared CAD System comprised of all hardware, software, network connectivity and licensing required for participating agencies to connect with and interface with the Hub.
- F. **CAD Server.** Hardware, licensing and software required to allow a range of separately licensed CAD Clients to connect to the server. The physical location of the primary and secondary server shall be the City of Gladstone.
- G. **CAD Position.** Hardware, licensing and software required to run CAD at the individual dispatch console.
- H. **Mobile Server.** Hardware, licensing and software required to allow a range of separately licensed Mobile Clients to connect to the server.
- I. **Mobile Position.** Hardware, licensing and software required to run and connect to the Mobile Server from a mobile data terminal (MDT).

- J. CJIS Security Policy.** Current version of the Criminal Justice Information Security Policy that contains a minimum set of security requirements for access to Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Division systems and information and to protect and safeguard Criminal Justice Information.
- K. Network.** A wide area network connecting each node to the hub of the shared CAD System.
- L. MARRS.** Metropolitan Area Regional Radio System
- M. ARPA.** American Rescue Plan Act

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. Management of the shared CAD.** Each PSAP shall be responsible for maintaining their own software licensing, hardware and access to the shared CAD server. The network for the primary and secondary server shall be provided and maintained by the City of Gladstone.
- 2. Management of Personnel.** Personnel shall remain the employee of his or her home jurisdiction and shall, likewise, remain subject to and covered under that Party's liability and other insurance or self-insurance coverage, in addition to its personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination.
- 3. Management of Communications Equipment.** Each PSAP shall be responsible for maintaining, repairing, or replacing the radio equipment owned by their agency. Existing maintenance agreements for hardware and software related to their radio equipment shall remain intact; access to that equipment shall be made available to vendors and contractors at any time. Costs associated with annual maintenance agreements or repairs made on shared equipment, software, and/or hardware will be divided equally among the participating agencies. Communications equipment and furniture brought into the facility shall be the responsibility of the participating agency to maintain, repair, and replace. Each participating agency is required to be a member of the Metropolitan Area Regional Radio System. (MARRS).
- 4. Administrative Representative.** An administrative representative from each participating jurisdiction shall review the overall operation and function of the co-located operation. The Administrative Representatives, when asked, will review and address grievances and other identified issues that interfere with the cooperative operation of the co-located facility. It is the goal for all participating agencies to function within a common environment yet maintain their operational independence. Cooperation, operational redundancy and critical incident assistance will be encouraged and promoted by each participating agency and their respective administrative representative.
- 5. Installation.** The City of Gladstone shall provide project management services and coordinate the design and renovation of the co-located space. Participating agencies shall provide project management services and coordinate the installation and implementation of their respective Nodes and equipment. The City of Gladstone will provide resource IT support to the other participating agencies to establish the connectivity and configuration of the co-located CAD system to the network. Once dedicated ARPA funds received

by Gladstone for the co-located project are depleted, Clay County and the City of Liberty agree to provide funding, up to \$150,000 each, to complete the project. Expenditure of Clay County or City of Liberty funds shall require approval from their respective governing bodies.

- 6. Operation and Maintenance of the Consolidated CAD.** The City of Gladstone shall use reasonable security measures, as required within the Criminal Justice Information System (CJIS) Security Policy, to ensure the physical and electronic security of the co-located space. Any security breach must be immediately reported to all participating jurisdictions through their selected administrative representative. The City of Gladstone shall use its reasonable best efforts to ensure that the co-located CAD servers remain functional and operational to all Parties. All Parties recognize that maintenance of the CAD system, such as patches and upgrades, will be necessary and typically performed by the CAD vendor. The impact of such patches and upgrades will be thoroughly evaluated, tested and communicated prior to implementation in the production environment. It will be the responsibility of the CAD vendor to schedule and obtain approval from the participating agencies for such patches and upgrades.
- 7. Operation of Nodes.** All participating jurisdictions shall operate, maintain, and administer functions specific to their Node and use their best reasonable efforts to ensure that the hardware and software under their responsibility is operational in concert with the co-located CAD system and MARRS radio system at all times. All Parties shall use reasonable security measures, as required within the CJIS Security Policy, to ensure the physical and electronic security of their Node.
- 8. Agency Designee.** Each participating jurisdiction shall designate at least one (1) administrative representative to act as the primary point of contact with the City of Gladstone. The points of contact responsibilities shall include:

 1. Direct coordination and interaction with City of Gladstone IT support staff;
 2. Communication with general public supported by each participating jurisdiction;
 3. Communication with the jurisdictions designated administrative representative;
 4. Provide initial application support and CAD administrator services specific to their Node;
 5. Request technical support from City of Gladstone IT staff when needed; and
 6. Test their Node's CAD system in conjunction with the City of Gladstone IT network.
- 9. System Support.** Any incident specific to an agency's Node will be handled by that agency's IT support. Any incident that is global to the network or incidents associated with the co-located shared facility and requiring assistance from the City of Gladstone, must be reported to the City of Gladstone through pre-determined points of contact. The City of Gladstone IT staff provides support of the network for Critical and High Severity issues 24 hours a day, 7 days a week.
- 10. Confidentiality of Data.** All data provided to the co-located CAD System database housed at the City of Gladstone remains the property of said agency. No Party, other than the owner of the data provided, shall be permitted to disclose, transfer or otherwise communicate to any third party said data for any purpose, without the express consent of the owner of the data.
- 11. Insurance. General.** The City of Gladstone shall maintain sufficient insurance on the co-located dispatch HUB to repair or replace the same in the event of its damage or destruction. Each participating jurisdiction shall maintain sufficient insurance on their respective Nodes to repair or replace the same in the event of its damage or destruction.

12. **Liability.** The City of Gladstone shall maintain commercial general liability insurance on the Hub, and each participating jurisdiction will maintain commercial general liability insurance on their respective Node with limits of not less than \$330,000 per person/\$990,000 per occurrence, or such greater amounts as may be set forth as the limits of liability under Missouri State Statute.
13. **Initial Costs.** The City of Gladstone shall be responsible for the design and proportional share of white box construction of the co-located space; additionally, other costs associated with integrating the PSAPs shall be shared among the participating agencies. These shared expenses may include, but are not limited to, the cost of maintaining the shared digital voice recording system, cost of integrating 9-1-1 lines, cost of integrating phone lines, cost of shared equipment or office furniture, cost of maintaining the uninterruptible power supply (UPS), and cost of maintaining shared equipment for the MARRS system, such as the Service Aggregated Router (SARS). Shared expenses above the initial setup costs, if any, shall be paid proportionally by each participating jurisdiction. All shared costs will be tracked and approved by the administrative representative from each jurisdiction.
14. **Operation and Maintenance Costs.** An annual fee shall be paid to the City of Gladstone to cover shared costs to maintain the facility. These expenses include, but are not limited to cleaning, facility maintenance, natural gas, water, electricity, and basic toiletry supplies. The annual fee shall be based on real or projected costs for maintaining the square footage of the co-located space and shall be agreed to by the participating agencies prior to implementation.
15. **Additional Hardware or Software Costs.** Each participating jurisdiction is responsible for purchasing, owning, and insuring any hardware or software specific to their Node necessary for their interface with, access to, or utilization of the CAD system; provided, however, that such hardware or software does not interfere with the operation of the network or other PSAP Nodes.
16. **Withdrawal of Parties.** A participating jurisdiction may withdraw from this Agreement by giving written notice to the other administrative representatives on or before June 30 of a given year with the withdrawal being effective on December 31 of that year unless the Parties agree, in writing, on a later date for withdrawal. A withdrawing jurisdiction will remain liable for all financial obligations hereunder until the effective date of the withdrawal. Any costs associated with the setup, shared expense or facility maintenance will not be reimbursed. Any previous agreement that governed the shared use of the CAD server will remain intact.
17. **Term and Termination.** This Agreement shall be effective as of the Effective Date, shall be in effect for a term of one (1) year, and shall automatically renew from year-to-year, unless terminated by written notification as set forth in paragraph 16. Upon termination, no Party shall be entitled to use the co-located space or equipment and any shared furnishings or equipment shall remain the property of the City of Gladstone; all other assets owned by the participating jurisdiction shall remain the property of that jurisdiction and shall be removed from the co-located space in a manner not to disrupt the operation of the remaining PSAPs.
18. **No Warranties.** The parties make no warranties to each other, either expressed or implied, under this agreement, and the warranties of merchantability and fitness for a particular purpose are expressly disclaimed.
19. **Limitation of Damages.** In no event will any Party be liable for any consequential, indirect, exemplary, special, or incidental damages arising from or relating to this Agreement, however caused and under any theory of liability (including negligence), even if the Party has been advised of the possibility of such damages.

General Terms

- a. **Employee Costs.** Except as otherwise provided herein, each Party shall be solely responsible for any costs associated with its own employees' time and expenses associated with the performance of this Agreement.
- b. **Further Assurances.** Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out the intent of this Agreement.
- c. **Amendments.** Amendments to this Agreement must be in writing and signed by all Parties.
- d. **Entire Agreement.** This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof.
- e. **Assignment.** No Party may assign this Agreement or delegate any obligation, in whole or in part, to any third party without the other Parties' prior written consent.
- f. **Governing Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in state court located in Clay County, Missouri.
- g. **Jury Trial Waiver.** To the extent permitted by law, each party hereby waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or in connection with this, agreement.
- h. **Dispute Resolution.** If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a "Dispute") between any of Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the other administrative representatives by delivering a written statement them specifying the nature of the Dispute (each Party to the Dispute may, if desired, submit a written statement). The administrative representatives shall schedule a time for a meeting to discuss the specifics of the Dispute. Beginning on the date of the meeting and ending no less than 21 days thereafter (the "Resolution Period"), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. No Party may initiate any court or administrative action, suit, or proceeding against any other Party under this Agreement until the end of the resolution period.
- i. **Liabilities of the Parties.** The Parties shall have no obligation whatsoever to assume any responsibility or liability hereunder for the acts or omissions of any other Party.
- j. **Governmental Immunity.** Nothing in this Agreement shall be deemed a waiver of any Party's privileges, limitations and immunities.
- k. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.
- l. **Severability.** If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.
- m. **Force Majeure.** No Party shall be liable for any delay in or failure of performance of any obligation, nor shall any delay or failure constitute default or give rise to any liability, if and only to the extent that such delay or failure is caused by a "force majeure" event. "Force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, pandemics, epidemics, quarantines, strikes, labor disputes and freight embargoes, or other causes that are not within such Party's control, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

- n. **Waiver.** No covenant or term of this Agreement shall be deemed to be waived by any Party except in a writing signed by a person authorized by such Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.
- o. **Headings.** Descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
- p. **Counterparts.** This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same Agreement.
- q. **Notices.** Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States Mail, with sufficient postage, to the following addresses:

**City of Gladstone
7010 North Holmes
Gladstone, MO 64118**

**Clay County
12 South Water
Liberty, MO 64068**

**City of Liberty
101 East Kansas
Liberty, MO 64068**

[signature page follows]

City of Gladstone

By:

Name: Saathlin

Title: city manager

Date: 9/27/22

Clay County

By:

Name: [Signature]

Title: Presiding Commissioner

Date: 9/28/2022

City of Liberty

By:

Name: Lyndell W. Benton

Title: Mayer

Date: 9/27/22