

## RESOLUTION NO. 16-68

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH CLAY COUNTY, THE CITY OF LIBERTY, THE CITY OF EXCELSIOR SPRINGS, THE CITY OF KEARNEY, AND THE KEARNEY FIRE PROTECTION DISTRICT FOR THE PURPOSE OF ESTABLISHING AN OVERSIGHT BOARD FOR A CONSOLIDATED PUBLIC SAFETY EMERGENCY DISPATCH/911 CENTER.**

**WHEREAS**, Clay County and the cities of Liberty, Excelsior Springs, Kearney, and the Kearney Fire Protection District have examined and evaluated the concept of consolidating Public Safety Emergency Dispatch Centers/9-1-1 Public Safety Answering Points; and

**WHEREAS**, Clay County and the cities of Liberty, Excelsior Springs, Kearney, and the Kearney Fire Protection District have determined a consolidated Public Safety Emergency Dispatch Centers/9-1-1 Public Safety Answering Points would provide more efficient public safety services; and

**WHEREAS**, a consolidated Public Safety Emergency Dispatch Centers/9-1-1 Public Safety Answering Points would facilitate effective interagency cooperation and improved public safety service delivery; and

**WHEREAS**, the Sheriff of Clay County, the Director of Public Safety of the City of Gladstone, the Police Chief and Fire Chief of the City of Liberty, the Police Chief and Fire Chief of the City of Excelsior Springs, the Police Chief of Kearney, and the Fire Chief of the Kearney Fire Protection District have agreed that a consolidated Public Safety Emergency Dispatch Centers/9-1-1 Public Safety Answering Points serves the best interests of citizens in Clay County.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to sign an agreement with Clay County and the cities of Liberty, Excelsior Springs, Kearney, and the Kearney Fire Protection District to establish an oversight board for a consolidated Public Safety Emergency Dispatch Centers/9-1-1 Public Safety Answering Points comprised of the Sheriff of Clay County, the Director of Public Safety for the City of Gladstone, the Fire Division Chief for the City of Gladstone, the Police Chief and Fire Chief for the City of Liberty, the Police Chief and Fire Chief for the City of Excelsior Springs, the Police Chief for the City of Kearney, and the Fire Chief for the Kearney Fire Protection District.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 24<sup>th</sup> DAY OF OCTOBER 2016.**

  
Ruth Bocchino, City Clerk

  
Jean B. Moore, Mayor



***Department of Public Safety  
Administration  
Memorandum MJH 16-48***

**DATE:** October 11, 2016

**TO:** Scott C. Wingerson, City Manager

**FROM:** Chief Michael J. Hasty *[Signature]*

**CC:** Chris Williams, City Attorney  
Deputy Chief Robert M. Baer, Police Field Services Division Commander  
Captain Jeffrey R. Self, Investigations Division Commander  
Captain Robert Hays, Support Services Division Commander  
Division Chief Sean Daugherty, Fire/EMS Division Commander  
Ruth Bocchino, City Clerk

**RE:** CONSOLIDATED DISPATCH UPDATE – CITY COUNCIL STUDY SESSION

The last update provided to the City Council on the Consolidated Dispatch project among public safety agencies in Clay County occurred at their Study Session on Monday, November 23, 2015. Since that time, City Attorney Chris Williams prepared draft legislation that, if passed by the General Assembly, would enable the Clay County Commission to create an Emergency Services Board (ESB) comprised of “appointed” board members instead of elected members. The appointed board members would be the Sheriff of Clay County, the police chief of every municipality in Clay County, and the Fire Chief of every municipality and fire protection district in Clay County. The primary purpose of the ESB would be to provide oversight of a consolidated dispatch center.

The draft legislation was delivered to the Missouri Senate Division of Research where Megahan Luecke, Staff Attorney, prepared a Senate generic amendment relating to emergency services that would enable the Clay County Commission to appoint a board (ESB) to administer funds collected from the telephone tax for 911 service as well as oversee a consolidated emergency dispatch service for the county and municipalities in Clay County. Missouri Senator Dan Hegeman (District 12) introduced the legislation as an amendment to another bill however, no action was taken on the bill before the end of the 2016 legislative session. On May 16, 2016, Senator Hegeman participated in an “end-of-session legislative forum” sponsored by the Clay County Economic Development Council where he stated he would re-introduce the bill during the 2017 session.

Missouri House Representative Jeanie Lauer (District 054), who has pursued legislation for 911 funding for several years, introduced a bill in 2016 (HB 1904) to address sustained funding for 911 services in Missouri. The bill, if passed, would have enabled counties in the state to place a ballot measure before the voters to approve a surcharge on wireless devices to fund 911 systems and emergency dispatch services. The legislation passed in the House of Representatives and was passed out of committee in the Senate, however during the last week of the legislative session, the bill died on the floor after several counties wanted to be “carved out” which severely weakened the support for the bill. Representative Lauer has indicated she intends to pursue this legislation again in the 2017 session.

The funding to sustain 911 systems statewide is very important. Currently, the only funding source dedicated to 911 services is a surcharge on “landlines” that is collected by counties in Missouri and there are still areas of the state that are not covered by a 911 system. The number of “landlines” has been diminishing significantly for several years in Clay County therefore the money collected from this funding source is not sufficient to pay county’s share of the costs associated with maintaining the 911 system.

The Mid-America Regional Council (MARC) serves as the coordinating agency for the Kansas City regional (nine county) 911 system which handles nearly two million calls each year. The cost for maintaining the 911 system in the region is more than \$5 million annually and each county pays their portion of the cost according to their population. The Clay County government has been supplementing the 911 fund with General Fund revenue for several years to pay the Clay County portion of the costs for maintaining the 911 system.

The legislation being sought through the state general assembly, would allow county governments to put a ballot measure before their voters to approve a surcharge on wireless devices dedicated to supporting 911 systems and Public Safety Answering Points (PSAP)/emergency dispatch centers. Should residents of Clay County pass such a surcharge on wireless devices, the money collected could be used to sustain the 911 system and help support a consolidated dispatch center in Clay County. I will continue to monitor future efforts to pursue legislation addressing the support and sustainment of 911 systems impacting this region.

In an effort to move forward with dispatch consolidation, City Attorney Chris Williams and the “Legal Committee” prepared documents that would legally bind all partners in the Clay County Consolidated Dispatch Consortium together through an Cooperative Agreement and would create an oversight board for a consolidated dispatch/911 center. Essentially, this agreement would empower this board to act much like an Emergency Services Board (ESB) in Clay County. The agreement would be in effect until the state approves legislation that would enable the Clay County Commission to create an ESB with appointed members (sheriff, police chiefs, and fire chiefs).

Clay County Sheriff’s Captain Will Akin serves as the Emergency Management Director for Clay County. He has requested funding for the county’s 2017 Budget to hire a Director and an assistant for the consolidated dispatch center. The County Commission has not yet adopted the final Clay County Budget for 2017 and it is not known if that budget request submitted by

Captain Akin will be funded however, he is optimistic and it appears Presiding Commissioner Jerry Nolte supports the request.

Once a director for the consolidated dispatch center has been hired, the oversight board will work with him/her on the following:

- Establishing the consolidated dispatch center as an independent organization under the supervision of the oversight board created by partner agencies or an appointed ESB
- Establish details of an intergovernmental agreement for the services provided to each partner in the consortium
- Determine how costs will be allocated to consortium member agencies
- Develop plans regarding how current employees will be managed and/or transitioned to the new consolidated dispatch center
- Secure a lease agreement (or appropriate contractual arrangement) for the exact location of the consolidated dispatch center
- Determine what existing equipment will be incorporated into the new dispatch center along with how consortium partners will be compensated for the equipment provided and used by the center

The Cooperative Agreement has been distributed to all partners in the Clay County Consolidated Dispatch Consortium for review. Once sufficient time has been allowed for review and feedback, a final document will be prepared for each entity to adopt and sign. A resolution has been placed on the Gladstone City Council Agenda for Monday, October 24, 2016, that, if passed by the City Council, would express support for the consolidation of public safety dispatch services in Clay County and authorize you to sign the Cooperative Agreement.

On Wednesday, October 5, 2016, I was contacted by Pleasant Valley Police Chief Gordon Abraham, who informed me he had presented the resolution supporting consolidating emergency dispatch centers in Clay County to his Board of Alderman. He advised the board decided they no longer wanted to be part of the consolidation effort and would not be signing the agreement. I have removed the City of Pleasant Valley from the resolution and agreement.

An update on this project for the City Council has been placed on their Study Session Agenda for Monday, October 24, 2016. I will present the information to the City Council and answer any questions they may have on the subject. Please advise if you need any further information.

**COOPERATIVE AGREEMENT FOR  
CONSOLIDATED PUBLIC SAFETY DISPATCH CENTER  
IN CLAY COUNTY, MISSOURI**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Clay County, Missouri and the cities of Gladstone, Liberty, Excelsior Springs, Kearney, and the Kearney Fire Protection District, all parties duly organized and existing under the laws of the State of Missouri.

WHEREAS, Clay County and the cities of Gladstone, Liberty, Excelsior Springs, Kearney, and the Kearney Fire Protection District have examined and evaluated the concept of consolidating Public Safety Emergency Dispatch Centers/9-1-1 Public Safety Answering Points; and

WHEREAS, Clay County and the cities of Gladstone, Liberty, Excelsior Springs, Kearney, and the Kearney Fire Protection District have determined a consolidated Public Safety Emergency Dispatch Center/9-1-1 Public Safety Answering Point would provide more efficient public safety services; and

WHEREAS, a consolidated Public Safety Emergency Dispatch Center/9-1-1 Public Safety Answering Point would facilitate effective interagency cooperation and improved public safety service delivery; and

WHEREAS, the Sheriff of Clay County, the Director of Public Safety of the City of Gladstone, the Police Chief and Fire Chief of the City of Liberty, the Police Chief and Fire Chief of the City of Excelsior Springs, the Police Chief of Kearney, and the Fire Chief of the Kearney Fire Protection District have agreed that a consolidated Public Safety Emergency Dispatch Center/9-1-1 Public Safety Answering Point serves the best interests of citizens in Clay County and have recommended moving forward with implementing a consolidation plan; and

WHEREAS, the parties hereto desire to enter into a cooperative agreement for the establishment and operation of a consolidated public safety dispatch center in Clay County for the furnishing of emergency dispatch services to the parties hereto; and

WHEREAS, Article VI, Section 16 of the Missouri Constitution and Sections 70.220 to 70.320 RSMo., permit cooperative agreements between political subdivisions for common services.

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Scope of Agreement. The parties hereto agree to cooperate and take such actions necessary to establish, maintain, and operate a Consolidated Dispatch Center in Clay County,

Missouri, to be overseen by a consolidated dispatch center oversight board as provided for in paragraph 6 of this Agreement and subject to the covenants and conditions hereinafter set forth.

2. Services. The Consolidated Dispatch Center shall provide complete communication services for dispatch of law enforcement, fire, and emergency medical services in accordance with standards and procedures adopted by the Oversight Board for the parties hereto within each of their respective territorial jurisdictions and within the scope of authority of each party twenty-four (24) hours a day and seven (7) days a week.

3. Personnel. The Consolidated Dispatch Center and its staff shall be supervised by a director employed by one of the parties hereto. Staff necessary to operate the Consolidated Dispatch Center may be provided by one or more of the parties and may remain as employees of the respective jurisdiction providing said staff until such time as the Consolidated Dispatch Center becomes an independent agency authorized to employ said staff and director as mutually agreed upon by all parties hereto. Parties providing staff shall delegate to the director supervisory and managerial authority over each of its employees while said employees are serving as staff to the Consolidated Dispatch Center. The director of the Consolidated Dispatch Center shall report to and serve at the pleasure of the Consolidated Dispatch Center Oversight Board. The Oversight Board shall establish dispatching performance standards and review the performance of dispatch personnel to determine compliance with those standards.

4. Equipment. Equipment necessary to operate the Consolidated Dispatch Center shall be provided by one or more of the parties hereto who shall receive a credit toward the amount of their respective funding obligations pursuant to paragraph 5 of this Agreement. The amount of credit to be granted to each such entity shall be determined by the Oversight Board at the time the equipment is provided to and accepted for use by the director of the Consolidated Dispatch Center. The Consolidated Dispatch Center shall be responsible for maintaining all equipment provided by the parties.

5. Funding. The costs associated with establishing, maintaining, and operating the Consolidated Dispatch Center shall ultimately be determined by mutual agreement among all participating partner jurisdictions, borne on a pro rata basis by each of the parties based on the demand for services each party places on the Consolidated Dispatch Center, population, or other calculation as determined and recommended through the oversight board. The specific methodology used to determine the pro rata share of each party shall be determined by the Oversight Board prior to the Consolidated Dispatch Center beginning its operations.

6. Oversight Board. In conjunction with establishment of the Consolidated Dispatch Center, an Oversight Board shall be established consisting of members and with the powers as provided in this Agreement.

A. The Oversight Board shall consist of the following members who shall serve for so long as they remain employed in their respective positions:

- (1) The Clay County Sheriff or his/her designee;
- (2) The Chiefs of Police for the City of Liberty, the City of Excelsior Springs, the City of Kearney, and the Director of Public Safety for the City of Gladstone, or their designees; and
- (3) The Fire Chiefs for the City of Liberty, the City of Excelsior Springs, and the Kearney Fire Protection District, and the Fire/EMS Division Chief for the City of Gladstone, or their designees.

B. The Oversight Board shall have the powers all powers and duties necessary and incidental to the provision of central dispatching services as contemplated by and provided for in this Agreement.

7. Location. The Consolidated Dispatch Center shall be located within Clay County at a specific location agreed upon by the parties. Any costs associated with rental or leasing of space for the Consolidated Dispatch Center shall be included in the costs of operation and funded as described in paragraph 5 of this Agreement.

8. Additional Parties. Additional jurisdictions within or outside of Clay County may petition the Oversight Board to participate in the Consolidated Dispatch Center pursuant to the terms of this Agreement. Additional jurisdictions will be approved for participation only by amendment of this Agreement approved by the parties hereto.

9. Annual Appropriation. All financial obligations associated with this Agreement are subject to the annual appropriation of the necessary funds by the governing bodies of each of the parties to this Agreement.

10. Term of Agreement; Automatic Renewal. This Agreement shall be effective as of \_\_\_\_\_, 2016, and shall continue until \_\_\_\_\_, 2017, unless earlier terminated pursuant to paragraph \_\_\_\_ below. This Agreement shall automatically renew from year-to-year unless the parties hereto provide notice to the other parties of the intention not to renew at least ninety (90) days prior to the end of the annual term of the Agreement.

11. Termination. Any party to this Agreement may terminate its participation in the Consolidated Dispatch Center by giving the other parties hereto notice at least ninety (90) days prior to the end of each annual term of the Agreement. In the event any party to this Agreement fails to perform its obligations under this Agreement, the Oversight Board may direct the director of the Consolidated Dispatch Center to discontinue providing dispatching services to said party.

12. Insurance. Each party shall carry and keep in force insurance which names the other parties as additional insureds in amounts at least equal to the following: General Liability, Combined Bodily Injury and Property Damage: \$2,000,000; Business Auto, including Non-owned Auto Coverage: \$2,000,000; and statutory Workers Compensation coverage. Each party will provide the other party with current certificates of insurance as evidence of such coverage.

13. Liability to Other Parties. No party to this Agreement shall assume any responsibility or liability for the acts or inaction of any other party hereto, or their officers, agents, or employees, except as provided in Section 70.290, RSMo.

14. Entire Agreement; No Third Party Beneficiaries. This Agreement is the entire agreement between the parties concerning its subject matter, and supersedes all prior agreements and understandings, whether or not written. This Agreement is not intended to confer upon any person other than the parties any rights or remedies hereunder.

15. Compliance with Applicable Law. The parties hereto agree to comply with all applicable laws and regulations governing the services which are provided under this Agreement.

16. Employment Status. Nothing in this Agreement shall be construed to create an employment relationship between one party and the employees or agents of the any other party to this Agreement.

17. Addresses for Notices: All notices required or permitted by this Agreement shall be in writing and may be delivered personally or by depositing the same with the U.S. Postal Service, Certified Mail Return Receipt Requested, postage prepaid, to the party's respective address as follows: GLADSTONE: City of Gladstone, Attn: City Manager, 7010 North Holmes, Gladstone, MO 64118; LIBERTY: \_\_\_\_\_; KEARNEY: \_\_\_\_\_; EXCELSIOR SPRINGS: \_\_\_\_\_; CLAY COUNTY: \_\_\_\_\_; KEARNEY FPD: \_\_\_\_\_.

18. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for any action to enforce the terms of this Agreement shall be the Circuit Court of Clay County, Missouri.

19. Effective Date. This Agreement shall not be operative until approval and acceptance by the contracting parties.

20. Modification; Amendment. This Agreement may be amended by the written approval of all of the parties hereto.



21. Proposed Statutory Changes. The parties hereto acknowledge that they have in the past and will in the future continue to pursue proposed statutory changes to Chapter 190 RSMo., through the Missouri General Assembly that would allow for the establishment of an emergency services board with appointed members for the provision of central dispatching for emergency services in Clay County. In the event that such legislation is adopted, the parties hereto agree to take all necessary actions to terminate this Agreement and transfer responsibility for central dispatching services for their respective jurisdictions to said emergency services board at such time as the board is appointed and begins operation.

22. Execution in Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement on the date first written above.

**CLAY COUNTY, MISSOURI**

By: \_\_\_\_\_  
Presiding Commissioner

ATTEST:

\_\_\_\_\_  
County Clerk

**CITY OF GLADSTONE, MISSOURI**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF LIBERTY, MISSOURI**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF EXCELSIOR SPRINGS,  
MISSOURI**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF KEARNEY, MISSOURI**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**KEARNEY FIRE PROTECTION  
DISTRICT**

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary