

MUNICIPAL ORDER 18-2019

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE DAVIESS COUNTY FISCAL COURT RENEWING THE TERMS BY WHICH THE CITY OF OWENSBORO AND DAVIESS COUNTY WILL OPERATE THE CONSOLIDATED 911 DISPATCH SERVICES AND THE ALLOCATION OF RESOURCES TO FUND THE OPERATIONAL COST.

WHEREAS, the City and County, collectively ("Parties"), operate and maintain a consolidated 911 Emergency Operations Center ("Center") in the Owensboro Police Department; and

WHEREAS, the Parties originally intended to construct a new building to house the Center; however funds were not yet available. The Parties consolidated the dispatch operations and the 911 Operations Center at the headquarters for the Owensboro Police Department in 2009; and

WHEREAS, the City and County shared equally the start-up costs of the Center and share proportionally the operation and maintenance costs associated with the Center based on each entities current budget and respective number of dispatch incidents by each party; and

WHEREAS, the City and County seek to enter into a new Memorandum of Agreement for the operations and funding of the 911 Emergency Operations Center.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:

Section 1. The Board of Commissioners of the City of Owensboro does hereby authorize and direct the Mayor, on its behalf, to execute the Memorandum of Agreement, which is attached hereto, and its terms expressly incorporated herein by

reference, which shall govern the operations, and funding of the consolidated Owensboro and Daviess County 911 Emergency Operations Centers.

Section 2. The Board of Commissioners hereby authorizes and directs the Mayor and other appropriate city officials to execute any and all other documents which are deemed necessary to facilitate the consolidation in accordance with the terms of the Memorandum of Agreement and this order.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 18th day of June, 2019.

Thomas H. Watson, Mayor

ATTEST:

Beth Cecil, City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF OWENSBORO AND DAVIESS COUNTY, KENTUCKY,
CONCERNING CONSOLIDATED 911 OPERATIONS**

THIS MEMORANDUM OF AGREEMENT ("Agreement") made and entered into on the ____ Day of _____, 2019, between the City of Owensboro, Kentucky ("City") and Daviess County, Kentucky ("County"), collectively ("Parties").

RECITALS

WHEREAS, the City and County operate and maintain a consolidated 911 Emergency Operations Center ("Center") in the Owensboro Police Department; and

WHEREAS, the Parties originally intended to construct a new building to house the Center; however, funds are not yet available. The Parties consolidated the dispatch operations and the 911 Operations Center at the headquarters for the Owensboro Police Department in 2009; and

WHEREAS, to continue operating the Center, City and County made certain Commitments for the start-up costs, operation and maintenance of the Center; and

WHEREAS, the City and County shared equally the start-up costs of the Center and share proportionally the operation costs associated with the Center based on each entities current budget and respective number of dispatch incidents by each party over the last years; and

WHEREAS, the City and County are authorized to enter into this Memorandum of Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual benefits to be derived by each party, the parties agree to the following:

Section 1. Project Overview.

A. City and County consolidated their respective 911 Emergency Operation Centers into one Combined 911 Emergency Operations Center which became the central public safety answering point for the community.

B. The Parties agreed to locate the Center at the Owensboro Police Department.

C. The Center provides all dispatching services and emergency communications services for the Parties (including 911 dispatching, emergency and non-emergency dispatching for the police, sheriff, city fire department, county fire departments, animal control, and coroner's office).

Section 2. Operations.

A. The Parties agree that the City of Owensboro, through its designee, the Owensboro Police Department, shall manage the Center's daily operations including the purchase, holding and disposal of personal property.

B. Upon recommendation from the Chief of Police and the Daviess County Sheriff, the City shall appoint an Administrator to oversee the Center. The Administrator will be an employee of the City and will report directly to the Chief of Police and the Sheriff, who will be responsible for the execution of performance evaluations and daily supervision of the Administrator as it relates to the Center's operations.

C. The Administrator of the Center and all dispatchers are employees of the City of Owensboro's Police Department in all respects and subject to all applicable policies and procedures of the City.

D. Oversight Committee recommends that the Center maintain five (5) or six (6) telecommunicators in dispatch at all times during weekdays on first and second shifts and four (4) telecommunicators on third shift. As part of Center's personnel goals it shall:

- a. Reinforce training that lead dispatchers should recall dispatchers on break when call volume requires additional help.
- b. Change operating procedure to dedicate a telecommunicator to any working or active fire incident until incident commander reports "under control."
- c. Maintain twenty-seven (27) full-time dispatchers plus director; maintain seven (7) or eight (8) on-call part-time employees to substitute during vacations, sick, FMLA or other similar absences.

E. A 911 Emergency Operations Center Oversight Committee ("Oversight Committee") will meet at least every quarter or as otherwise designated by the Chairman of the Oversight Committee. The Oversight Committee will consist of the following members:

- a. Two (2) representatives from the Daviess County Sheriff's Department
- b. Two (2) representatives of the Owensboro Police Department
- c. One (1) representative of the County Volunteer Fire Department
- d. One (1) representative of the Owensboro Fire Department
- e. One (1) representative of the Daviess County Fire Department
- f. County Attorney and City Attorney will sit as non-voting advisors to the Oversight Committee.

F. Annually, the Chief of Police and Sheriff shall select a Chairperson of the Oversight Committee. The Chief of Police and Sheriff are each eligible to hold the position of Chairperson and if agreed upon, may hold that position jointly as Co-Chairs. The Oversight Committee will provide strategic and operational oversight of the Center including the development and approval of the annual budget.

G. The 911 Administrator shall prepare the annual budget for the Center separate from the Police Department budget and submit the proposed budget to the Co-Chairs of the Oversight Committee. The Co-Chairs shall review the budget and schedule the budget for a review and recommendation by the Committee. After approval by the Committee, the Administrator shall send the budget to the City Finance Director, County Treasurer and City and County elected officials for review and comment.

H. The Committee shall develop and revise the Center's Standard Operating Procedures ("SOP"), and review and make recommendations to the City on major personnel decisions. The City, in consultation with the Oversight Committee, shall remain responsible for all compliance, training, certification, and other items needed to meet minimum legal, regulatory and grant related requirements of the Center.

Section 3. Finances.

A. The parties understand and agree that all projected costs associated with the Center are estimates, developed jointly, and agreed upon by each party based on historical data and best estimates of future needs.

B. The City shall pay seventy-three percent (73%) of the Center's operating costs, and the County shall pay twenty-seven percent (27%) of the Center's operating costs based upon the number of Computer Aided Dispatch calls generated by city police

and fire departments versus number generated by county sheriff and fire departments during the last three (3) years. Operating costs, includes, but is not limited to the equipment acquisition costs, personnel costs, liability costs, IT upgrade and modernization costs, and all other costs as recommended by the Oversight Committee and determined to be reasonable by the Parties.

C. City and County shall consider all reasonable requests from the Center for additional funds for required unanticipated necessary expenditures, including but not limited to catastrophic replacement costs, mandated regulatory expenditures, natural disasters or similar events.

D. County shall pay the City four (4) quarterly installments of the projected yearly expense with payment being due and payable to the City on the first day of each quarter. The City and County shall reconcile actual cost of the Center each year and a payment reflecting the final reconciliation shall be made to the other within sixty (60) days of the final report.

Section 4. Back-Up Communications.

A. Through the Oversight Committee, the City and County shall maintain a functioning back-up communications system that can be used in case of emergency or outage of any kind of the primary communications system at the Center.

B. The back-up communications system shall remain housed at the Daviess County Courthouse, and the County shall provide access, reasonably necessary, to the Center's employees required to maintain the back-up communications system.

Section 5. Severability and Governing Provisions.

A. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall promptly meet and confer in good faith with respect to any provision found to contravene the law, in order to agree on a substitute provision.

B. Notwithstanding the incorporation by reference of "Exhibit A", if any provision in this document conflicts with any provision in "Exhibit A", the terms and conditions of this document shall govern.

Section 6. Termination of Agreement.

A. The Parties acknowledge and agree that implementing the plan to consolidate the emergency dispatch functions required considerable up-front expenses and that termination of this agreement by either party will significantly affect the other party's finances. Therefore, and in consideration of all the factors associated, some of which are listed, the term of this agreement will be three (3) years from the date of execution and it shall renew automatically for an additional period of three (3) years without further action by either party unless one party requests a modification or termination, in writing, at least twelve (12) months before the effective termination date.

B. For each extension, the parties agree to determine the share of the operation costs prorated between the parties based upon the average call volume in the City and County for the previous three (3) years and shall include the revised pro-rata share of the operation costs in the extended agreement.

C. Upon receipt of notice of termination, both parties shall enter into good faith discussions concerning the proper disposition of jointly held property, dissolution of

the Center, and the transition of emergency response and dispatch back to their respective entities.

CITY OF OWENSBORO, KENTUCKY

By: _____
Thomas H. Watson, Mayor

ATTEST:

Beth Cecil, City Clerk

DAVIESS COUNTY, KENTUCKY

By: _____
Al Mattingly,
Daviness County Judge/Executive

ATTEST:

Jennifer Warren, Fiscal Court Clerk

PREPARED BY:

Claud Porter,
County Attorney