

## **MUNICIPAL ORDER 8-2020**

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL MEMORANDUM OF AGREEMENT WITH THE DAVIESS COUNTY FISCAL COURT DESIGNATING THE OWENSBORO POLICE DEPARTMENT TO PROVIDE MANAGEMENT CONTROL OF THE OWENSBORO AND DAVIESS COUNTY CONSOLIDATED 9-1-1 CENTRAL DISPATCH AGENCY; AND FURTHER DESIGNATING THE CHIEF OF THE OWENSBORO POLICE DEPARTMENT AS CONTROL MANAGER FOR CRIMINAL JUSTICE INFORMATION SERVICES (CJIS); AND FURTHER DIRECTING THE 911 DIRECTOR TO RECEIVE AND REPORT VIOLATIONS OF THE LINK/NCIC TERMINAL AND USE POLICY.**

**WHEREAS**, the City and County operate and maintain a consolidated 9-1-1 Emergency Operations Center in the Owensboro Police Department; and

**WHEREAS**, the City and County reaffirm, adopt and incorporate the Memorandum of Agreement of Consolidated 9-1-1 Operations dated June 20, 2019; and

**WHEREAS**, the Law Information Network of Kentucky (LINK) requires the local criminal justice or law enforcement agencies to designate a single law enforcement agency to provide the “management control” of the designated central dispatch agency for the Central Dispatch Agency to remain eligible for a LINK Terminal; and

**WHEREAS**, the LINK system is a necessary adjunct to the Central Dispatch Agency and its role in providing information to all law enforcement; and

**WHEREAS**, the current 9-1-1 Memorandum of Agreement does not include all the necessary management control designation; and

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

**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 Supplemental Memorandum of Agreement 9-1-1 Operations NCIC/LINK Terminal at Central Dispatch Operations Center, which is attached hereto and its terms expressly incorporated herein by reference, which shall be a part of the operations and funding of the consolidated Owensboro and Daviess County 9-1-1 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 17th day of March, 2020.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Cecil, City Clerk

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT  
9-1-1 OPERATIONS NCIC/LINK TERMINAL AT  
CENTRAL DISPATCH OPERATIONS CENTER**

THIS MEMORANDUM OF AGREEMENT ("Agreement") made and entered into on the \_\_\_\_ Day of \_\_\_\_\_, 2020, 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 9-1-1 Emergency Operations Center ("Center") in the Owensboro Police Department; and

**WHEREAS**, the City and County consolidated the dispatch operations and the 9-1-1 Operations Center at the headquarters for the Owensboro Police Department in 2009; and

**WHEREAS**, to continue operating the Center and its 9-1-1 Emergency services, the City and County have designated Co-Chairs, the Daviess County Sheriff and the Chief of the Owensboro Police Department, as their surrogates in the Consolidated 9-1-1 Emergency Dispatch Center; and

**WHEREAS**, the City and County affirm, adopt and incorporate the Memorandum of Agreement of Consolidated 9-1-1 Operations dated June 20, 2019; and

**WHEREAS**, the Law Information Network of Kentucky (LINK) requires the local criminal justice or law enforcement agencies to designate a single law enforcement agency to provide the "management control" of the designated central dispatch agency for the Central Dispatch Agency to remain eligible for a LINK Terminal; and

**WHEREAS**, the LINK system is a necessary adjunct to the Central Dispatch Agency and its role in providing information to all law enforcement; and

**WHEREAS**, the current 9-1-1 Memorandum of Agreement does not include all the necessary management control designation; 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.** Daviess County Sheriff, Daviess County Attorney and the Owensboro Police Department qualify as Criminal Justice Agencies by allocating a substantial part of their annual budgets to the administration of Criminal Justice.

**Section 2. Operations.**

A. The Parties agree that the Owensboro Police Department, through its designee, the 9-1-1 Central Dispatch Agency shall:

- a. Manage the Center's daily operations related to the LINK/NCIC terminal including the purchase, holding and disposal of personal property related to the LINK/NCIC Terminal.
- b. Set and enforce priorities.
- c. Set and enforce standards for the selection of persons granted access.
- d. Sanctions for violations of NCIC/LINK users' agreements by any persons granted access will be addressed by the violator's employer.
- e. Set and enforce policy governing the operation of computer, circuits and telecommunications terminals.

- f. Serve as the designated Law Enforcement Agency for LINK by designating the Chief of the Owensboro Police Department as management control manager for the CJIS information.
- g. The 9-1-1 Director shall receive notification of any violation concerning use or access to the LINK/NCIC terminal and shall report such violations to the management control manager through the Owensboro Police Department.
- h. The 9-1-1 Director shall report the violation to the violator's employer and may recommend or propose a disposition for the terminal use violation and shall report such violations to the management control manager through the Owensboro Police Department.
- i. The 9-1-1 Director may revoke NCIC access of an employee or agency for serious violations of NCIC terminal use policy and shall report such violations to the management control manager through the Owensboro Police Department.
- j. The 9-1-1 Director shall notify the KY CJIS Systems Officer (CSO) of the Kentucky State Police, and the management control manager through the Owensboro Police Department of all violations and proposed penalties.

B. Upon recommendation from the Chief of Police and the Daviess County Sheriff, the City shall appoint an Administrator (9-1-1 Director) 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. A 9-1-1 Emergency Operations Center Oversight Committee ("Oversight Committee") meets at least every quarter or as otherwise designated by the Chairman of the Oversight Committee. The Oversight Committee consists 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 Departments
- 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.

E. 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.

F. 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. Severability and Governing Provisions.**

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.

CITY OF OWENSBORO, KENTUCKY

By: \_\_\_\_\_  
Thomas H. Watson, Mayor

ATTEST:

\_\_\_\_\_  
Beth Cecil, City Clerk

DAVIESS COUNTY, KENTUCKY

By: \_\_\_\_\_  
Al Mattingly,  
Daviess County Judge/Executive

ATTEST:

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Jennifer Warren, Fiscal Court Clerk

PREPARED BY:

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Claud Porter, County Attorney

HAVE SEEN:

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Art Ealum, Chief  
Owensboro Police Department

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Keith Cain, Sheriff  
Daviess County