

## **MUNICIPAL ORDER 18-2024**

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH DAVIESS COUNTY SETTING FORTH THE TERMS BY WHICH THE CITY OF OWENSBORO AND DAVIESS COUNTY WILL OPERATE THE CONSOLIDATED 911 EMERGENCY OPERATIONS CENTER AND THE ALLOCATION OF RESOURCES TO FUND ITS OPERATIONAL COST.**

**WHEREAS**, the City of Owensboro (“City”) and Daviess County (“County”), have operated and maintained a consolidated 911 Emergency Operations Center since 2009; and

**WHEREAS**, City and County entered into a Memorandum of Agreement on June 20, 2019, concerning operation of the consolidated 911 Emergency Operations Center; and

**WHEREAS**, City and County desire to continue to operate the consolidated 911 Emergency Operations Center with certain revisions to the terms of the previous Memorandum of Agreement, and desire to enter into a new Memorandum of Agreement to reflect these revisions. A copy of the new Memorandum of Agreement is attached as Exhibit A.

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

**Section 1.** That the Mayor be, and he hereby is, authorized to execute the Memorandum of Agreement with Daviess County concerning the consolidated 911 Emergency Operations Center.

**Section 2.** That the Mayor, City Manager and appropriate staff members are hereby authorized to sign any and all other agreements, instruments or documents deemed necessary to the furtherance of the authority outlined herein.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING,** this the 18th day of June, 2024.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Davis, City Clerk

## EXHIBIT A

**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 \_\_\_\_\_, 2024, between the City of Owensboro, Kentucky ("City") and Daviess County, Kentucky ("County"), collectively ("Parties").

**RECITALS**

**WHEREAS**, the City and County have operated and maintained a consolidated 911 Emergency Operations Center ("Center") in the Owensboro Police Department since 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 the respective number of calls for service by each party; 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, 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 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. The Parties agree that the Center should 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 Advisory Committee ("Advisory Committee") shall be established and meet at least every quarter or as otherwise designated by the Chairperson of the Advisory Committee. The Advisory 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. Two (2) representatives of the Owensboro Fire Department;
- d. One (1) representative of the County Volunteer Fire Department;
- e. One (1) representative of the Daviess County Fire Department; and
- f. County Attorney and City Attorney will sit as non-voting advisors to the Advisory Committee.

F. Annually, the Advisory Committee shall select a Chairperson and Secretary.

The Advisory Committee will provide strategic and operational review and recommendations for the Center.

G. The Advisory Committee shall review and provide recommendations on the Center's current Standard Operating Procedures ("SOP") and discuss any issues with dispatching services and emergency communications services. The City shall be responsible for all compliance, training, certification, and other items needed to meet minimum legal, regulatory and grant related requirements of the Center.

H. The Advisory Committee Chairperson shall schedule and coordinate all Advisory Committee meetings. The Advisory Committee Secretary shall record minutes for each meeting and provide copies of all approved meeting minutes to the City Manager and County Judge/Executive.

I. The 911 Administrator shall prepare the annual budget for the Center separate from the Police Department budget and submit the proposed budget to the City Manager and City Finance Director. Once City management has approved the budget, the City Finance Director shall forward the approved budget, including the determined pro-rata share, to the County Treasurer on or before March 15 of each year for review and approval by the County. Upon final approval by the City and County, the funding for the annual budget for the center will be incorporated into both the City and County's annual budgets.

### **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. Annually the City and the County shall share the Center's operating costs on a pro-rata basis determined by the number of calls for service generated by city

agencies versus the number generated by county agencies during the most recent three (3) year period ending December 31. 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 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 audit report.

E. Any and all additional funding requests and/or amendments to an approved annual budget for the Center requires the approval of the City and the County. Once approved and executed, the City Finance Director shall forward a copy of the budget amendment to the County Treasurer.

#### **Section 4. Back-Up Communications.**

A. 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, as is 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.

**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 additional three (3) year periods without further action by either party unless one party requests a modification or termination, in writing, at least twelve (12) months before any automatic renewal date.

B. 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:

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Beth Davis, City Clerk

DAVIESS COUNTY, KENTUCKY

By: \_\_\_\_\_  
Charlie Castlen,  
Daviess County Judge/Executive

ATTEST:

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Brooke Hagan, Fiscal Court Clerk

PREPARED BY:

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John Burlew  
Daviess County Attorney