

IN THE CITY OF HOLTS SUMMIT, MISSOURI

BILL NO. 2020-26

ORDINANCE NO. 2763

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF HOLTS SUMMIT, MISSOURI TO ENTER INTO A COMMUNICATIONS SERVICES AGREEMENT WITH THE COUNTY OF CALLAWAY.

WEREAS, the City of Holts Summit wishes to continue the cooperative agreement with the County of Callaway for emergency dispatch services as the most efficient and effective way to protect the residents of Holts Summit.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HOLTS SUMMIT, MISSOURI, AS FOLLOWS:

Section 1. Authorizing the Mayor to Sign a Communication Serves Agreement. The Board of Aldermen of the City of Holts Summit, Missouri, hereby authorizes the Mayor to sign the contract and enter into a Communication Services Agreement with the County of Callaway.

Section 2. Terms and Conditions. The terms and conditions shall be as generally described in the contract, "Exhibit A", which is attached and hereby made a part of this ordinance.


Section 3. Effective Date. This ordinance shall be in full force and effect immediately upon its final passage.

FIRST READING, SECOND READING AND FINAL PASSAGE HELD ON THIS 8TH DAY OF DECEMBER 2020.

ATTEST:

Rachel Anderson

City Clerk, Rachel Anderson


Presiding Officer

This ordinance approved by the Mayor this 8th day of December 2020.

ATTEST:

Rachel Anderson

City Clerk, Rachel Anderson


Mayor, Landon Oxley



AGREEMENT FOR COMMUNICATION SERVICES

AGREEMENT ESTABLISHING COMMUNICATION SERVICES BETWEEN CALLAWAY COUNTY AND THE CITY OF HOLTS SUMMIT.

This agreement for 2021 and 2022 entered into, by and between the City of Holts Summit, hereinafter referred to as "City" and the County of Callaway, Missouri, hereinafter referred to as "County."

The aforementioned City and the County enter into the following contract of services agreement for the purpose of providing for effective and efficient operation of the fire and police dispatch services in the City of Holts Summit. The acceptance of this agreement will terminate all previous agreements/contracts specifically related to dispatching services.

I. Public Safety Communication Center

The County shall operate; maintain and provide security for an Emergency Operations Center; hereinafter referred to, as the "CCJC". The objective of the CCJC, for the purposes of Agreement, shall be to provide emergency telecommunication service to the City. The 911 Director of Callaway County will establish procedures to assure the CCJC is operated in accordance with accepted telecommunications practice, the Rules and Regulations of the Federal Communications Commission, the Missouri Department of Public Safety and other regulatory agencies as may be required by law.

II. Twenty-four Hour Communications Service

CCJC will staff telecommunications operators, twenty-four hours a day, at CCJC's communication facility. The operators' dispatch responsibilities will include answering emergency and non-emergency public safety telephone lines and radio dispatch of emergency and non-emergency calls for service. CCJC will coordinate multi-agency responses according to policy and will initiate mutual aid according to Guidelines at the request of the City.

III. Operating Policies

CCJC communications personnel will be trained in police dispatch procedures including call taking, radio procedures, and will take into account pertinent Police Department Policies, but shall at all times be bound only by procedures established by the County's 911 Communication Director. The 911 Communication Director will maintain a record of the CCJC's police dispatch policies and procedures in the County's CCJC's Policy and Procedure Manual for the purpose of documenting operation policies and procedures and for training the County's CCJC staff. A copy of the manual, or portions thereof, can be made available within thirty days upon request by the Police Chief.

IV. Record Keeping

Records of the County's 911 Dispatch Center's dispatch activity on behalf of the City shall be maintained only on the County's Computer Aided Dispatch system to which the City shall have access. The County's CCJC will thereby continuously record all emergency telephone and radio traffic. Recordings of radio traffic, calls for service received by telephone, and other pertinent public safety information related to the City, will be made available to Police Chief upon written request.

V. Review of Procedures

The 911 Communication Director, the Police Chief, or their designee, may from time to time when both the City and the County deem necessary, review dispatch record keeping, and joint administrative policies on a quarterly, or as needed basis, in order to suggest modifications and improvements.

The Parties may from time to time also review the services provided, and policies and procedures, to determine whether standards of service are being met and that the conditions of the Agreement and subsequent Agreements are being upheld. If deemed necessary and desirable the 911 Director may as a result of such a meeting create an action plan for implementation of any of those City's suggestions that have subsequently become ultimately approved by the County.

The County through its 911 Communication Director and the City through their Police chief respectively pledge to jointly and cooperatively work out perceived problems or complaints and to refer complaints about a Party to the other Party as promptly as possible and to only project as positive of a public image as possible to the media and general public in regard to dispatching activities.

VI. Advisory Board

Callaway County Commission may establish a nine-person advisory board with a role and function to make recommendations on user requirements and future plans of the CCJC to the County Commission. The County may grant access to the Advisory Board to relevant budget documents. The Board is anticipated to be made up of one County Law Enforcement representative, one City Law Enforcement representative from Fulton, one City Law Enforcement representative from Holts Summit, one Rural Fire representative, one City Fire representative, one EMS representative, one Ameren UE representative, and the 911 Director and the Emergency Management Director. The County may vary this aforementioned representation as the County deems necessary or appropriate. The representatives of these public safety agencies shall be individuals at a level with line decision making authority that can commit his or her organization to a binding decision. However, the Board shall be at all times advisory only and the ultimate authority for decision making and implementation, if any, shall remain with the County.

In lieu of a full meeting of the Advisory Board, the 911 Director may meet with representatives of the respective public safety agencies on an individual basis other selected basis to seek recommendations. However, again the public safety agency recommendations shall be at all times advisory only and the ultimate authority for decision making and implementation, if any, shall remain with the County.

VII. Annual Fee for Service and Agreement

The annual fee for service is payable by City check made payable to "Treasurer of Callaway County" to be delivered with an executed duplicate original of this agreement to the County at the Callaway County Courthouse, 10 E. Fifth St., Fulton, Mo. 65251.

In the event that service is provided for part of a year, the City will pay the amount agreed upon in this agreement prorated based upon the number of days service is provided.

For 2021 and 2022, the City of Holts Summit will pay **Fifty Thousand Three Hundred and Thirty dollars (\$50,330.00)** annually for services provided under this agreement by the County for the period January 1, 2021 through December 31, 2022.

The City shall make equal quarterly payments to the Callaway Emergency Operation Center Fund on the 1st day of each quarter, namely January, April, July, and October of each year.

VIII. Equipment Backup

CCJC will provide radio dispatch for the City's Police Department on radio frequency 155.565 MHz as a primary frequency. CCJC will also provide communication capabilities on 155.475 MHz (State Law Mutual Aid).

CCJC will be responsible for operating and maintaining the equipment used to communicate with City's Police and maintenance of the FCC license.

Any equipment purchased by the CCJC will be the property of Callaway County. Any equipment purchased by the City will remain the property of the City. The City will be responsible for the maintenance of the equipment that the City purchases.

IX. Licensing

The County will continue to pay for the 13 Enterpol/CAD licenses that the City currently has. If any additional licenses are needed, each additional license will be charged to the City for an added cost. All additional license requests will go through the 911 Director and the additional cost will be given at that time. Requests for additional licenses will be done via email or other written statement to the 911 Director.

X. Effective Date

This Agreement shall take effect on January 1, 2021, upon the approval of the City and the Callaway County Commission and the execution and receipt of duplicate originals by the parties.

XI. Amendments to this Agreement

This agreement may be amended by the written approval of the City and the Callaway County Commission. Amendments to this Agreement will take effect on the date when duplicate originals have been executed and received by each party. All amendments approved shall be attached to the original agreement.

XII. Termination of this Agreement

Either Party may terminate their participation in this Agreement. Termination of services will become effective two months after the date of the written notice, or at the end of the term of this agreement. During this period, the 911 Communication Director and the City will work together to affect an orderly transfer of public safety service. The annual fee for service will continue to be charged until the CCJC ceases to provide the services aforementioned in this

Agreement. Any expenses incurred in the termination of the agreement, such as legal, or professional fees, will be paid by the party that incurred said expenses.

If no agreement is reached by October 31 of the year during which this agreement is in effect to renew this agreement, the County has effectively given 60 days notice that the County will cease providing services under this agreement at midnight on December 31 of the year for which this agreement provides for services.

XIII. Full Agreement of terms

This agreement sets out the full agreement between the parties. No services not specified in this agreement will be provided under this agreement. No payment in addition to the specified amount in this agreement will be paid under this agreement.

Presiding Commissioner Callaway County

Date



City of Holts Summit

12-8-2020

Date