

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF WAYNESVILLE
AND THE PULASKI COUNTY 9-1-1 EMERGENCY SERVICE BOARD FOR
DISPATCHING SERVICES;
FIXING AN EFFECTIVE DATE;**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WAYNESVILLE AS
FOLLOWS:**


Section 1. That the Dispatching Services Agreement, attached as **Exhibit A**, is hereby approved.

Section 2. That the Mayor and/or City Administrator is authorized to execute said Agreement on behalf of the City.

Section 3. All Officers and employees of the City are hereby directed to take such action as may be reasonably required to cause the City to comply with its obligations under the terms of the said Agreement.

Section 4. That this ordinance shall take full force and effect on January 1, 2022.

**PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL THIS 18TH DAY OF NOVEMBER,
2021.**



Dr. Jerry Brown, Mayor

ATTEST:



Tracey York, Deputy City Clerk

DISPATCH AGREEMENT
Agreement for non-emergency dispatch services between a
Public Safety Agency and the E-911 Board

I. PARTIES

City of Waynesville

100 Vermont Center

Address

Waynesville, Mo. 65583

City/State/Zip Code

Business Phone: 573.774.6171

Hereinafter referred to as
"the Public Safety Agency"

PULASKI County Emergency
Services Board

1500 Dusky Rd

Address

Waynesville Mo 65583

City/State/Zip Code

Business Phone: 573 774 6341

Hereinafter referred to as
"the 911 Board"

II. RECITALS

WHEREAS, the voters of PULASKI County have voted in a Sales Tax to establish an E-911 Emergency Telephone Service; and

WHEREAS, the PULASKI County E-911 Board has its own elected Board and funding source and therefore is a political subdivision in its own right; and

WHEREAS, the PULASKI County E-911 Board is therefore asking for financial contributions from the Public Safety Agencies for additional non-emergency duties;

WHEREAS, both the 911 Board and the Public Safety Agency are either political subdivision in their own right or in the alternative governed by entities that are political subdivision, and are therefore empowered to enter into joint powers agreements in Article IV s 16 of the Missouri Constitution and 70.220 RSMo; and

WHEREFORE, the parties have entered into this Agreement and the covenants contained herein in order to better fulfill their respective fiduciary duties to protect the public health and safety.

III. FINANCING AND CONSIDERATION

The Public Safety Agency shall reimburse the 911 Board \$8,305.38 annually. This amount may be paid in total in advance on or before January 31st, 2022 X (check here). Or in lieu thereof, the Public Safety Agency may make quarterly payments in the amount of \$2,076.35, with the first payment due on or before January 31st, 2022, and with each additional payment



due on or before the end of each quarter. ____ (check here). Or in lieu thereof, the Public Safety Agency may make monthly payments in the amount of \$692.12 on or before the lay day of each month. ____ (check here).

IV. NO VICARIOUS LIABILITY FOR EITHER PARTY AND INDEPENDENT CONTRACTOR RELATIONSHIP

The 911 board agrees to hold the Public Safety Agency completely harmless and without fault for any civil, criminal or administrative liability whatsoever that might conceivably result for the 911 Board's dispatch services and activities except that if there is any finding of ultimate liability to or settlement with a third party, the Public Safety agency shall be liable for its contributory share of any negligence. Similarly, the Public Safety Agency agrees to hold the 911 Board harmless and without fault for any civil, criminal, or administrative liability that might conceivably result from any of the Public Safety Agency's official governmental activities such as responding to the 911 Boards' dispatch services and including but not limited to vehicular operations, law enforcement activities, firefighting, or rendition of patient care, except that if there is any finding of ultimate liability or settlement with a third party, the 911 Board shall be liable for its contributory share of any negligence. Both parties agree to carry maximum liability exposure insurance for public entities and to aggressively assert through their respective insurance carriers or their own representatives any and all defenses to any conceivable claims, including but not exclusively, any defense available under the Sovereign Immunity Doctrine, the Official Immunity Doctrine, or the Missouri Public Duty Doctrine and to settle any claim only after good faith negotiations.

V. SERVICES TO BE PROVIDED BY THE E-911 BOARD

The 911 Board's dispatchers shall provide dispatch services from 1600 hours until 0800 hours, Monday through Thursday, and twenty-four (24) hours a day from 1600 hours Friday until 0800 hours Monday; to include twenty-four (24) hours a day on holiday's recognized by the Public Safety Agency as official holidays. It will be the responsibility of the Public Service Agency to forward phones to the Communications Center, as well as notifying the 911 Board's dispatcher's that the phone has been forwarded. As used in the document, the term "dispatching services" shall include the receipt and handling of the Public Safety Agencies non-emergency/administration telephone line(s), the request of afterhours utility outage, request of wrecker service, issuance of key to divers, acceptance/paperwork for bond(s) and radio traffic according to the MDT policy and ordinance. The Board shall provide the Public Service Agency with access to query MULES from their MDT, as well as the 911 Board's dispatchers shall promptly dispatch the Public Safety Agency in accordance with mutually agreed to criteria, protocols, and manuals as applicable and appropriate.

VI. TIMELY RECORD PRODUCTION AND RECORD RETENTION



The 911 Board shall keep all calls for service recorded in the Computer Aided Dispatch system, which the Public Safety Agency has access to. These records are permanent and are kept indefinitely. The 911 Board shall also make its recording tapes of its radio and telephone traffic readily available to the Public Safety Agency for a minimum of thirteen (13) months and shall make said recording available to the Public Safety Agency upon a timely form request.

VII. EFFECTIVE DATE, TERM OF AGREEMENT AND TERMINATION NOTICE PROCEDURES FOR WITHOUT AND FOR CAUSE

The effective date of this Agreement shall be on the date of execution as indicated in "IX EXECUTION" below. Thereafter, the term of this Agreement shall continue on an annual yearly basis, beginning from the identified date of execution of each year with such amendments and changes as the parties have agreed thereto per the procedures provided by in section "VII AMENDMENTS AND INTEGRATION" as provided in this Agreement. This Agreement shall automatically renew annually unless terminated by either party. This Agreement may be terminated by either party without cause upon ninety (90) days advance written notice by certified mail return receipt requested upon delivery to the other party. In the event of the failure of the Public Safety Agency to make any of the Payments provided herein when due, or after written notice by either party to the other of the breach of any covenants herein or such party's failure to perform any obligation provided herein and not otherwise excused, of such breaching party's failure to correct such breach or perform such obligations within sixty days after the date of such notice, then the party not in breach at such party's option may declare this Agreement, and the breaching party's right hereunder, to be forfeited and terminated; or suspend further payments, if applicable, until such breach be cured, or exercise and proceed with any remedy available to such party under Missouri law. In any such event, the breaching party agrees to pay all reasonable expenses and costs of the prevailing party, including attorney's fees and court costs, incurred by such prevailing party in asserting any rights hereunder.

VIII. AMENDMENTS AND INTEGRATION

The parties intend that this Agreement be the sole Agreement between the parties and that no other documents or understandings are to be hereby in any way incorporated by reference unless the Agreement is properly amended as provided herein. The agreement may be amended only in writing, executed by authorized persons for each party, and only after adoption of said amendments by resolution of the governing Boards for each party.

IX. EXECUTION

In witness thereof, the parties have executed this Agreement as the day and year written.

FOR THE PUBLIC SAFETY AGENCY:

John C. Doyle
Authorized Signature

11/18/21
Date

Michelle A. Brown
Witness

FOR THE E-911 BOARD:

Stephanie Leuthen
Authorized Signature

12/10/21
Date

Angela W. King
Witness

