

**AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR
TO ENTER INTO AN AGREEMENT WITH THE CITY OF RICHLAND, MISSOURI TO
PROVIDE NON-EMERGENCY DISPATCH SERVICES;
FIXING AN EFFECTIVE DATE**

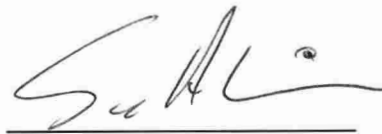
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAYNESVILLE, MISSOURI,

Section 1. That the Mayor and/or City Administrator is hereby authorized to execute, on behalf of the City of Waynesville, Missouri an agreement, attached to this Ordinance as Exhibit A, between the City of Richland, Missouri and the City of Waynesville, Missouri to provide non-emergency dispatch services to Richland.

Section 2. That the City Administrator is authorized to implement policy and procedure to facilitate this agreement and shall be allowed to negotiate terms concerning the Agreement for the good of the City.


Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL ON THIS 18TH DAY OF JANUARY, 2024.



Sean A. Wilson, Mayor

ATTEST:



Michele Brown, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN CITY OF WAYNESVILLE AND CITY OF RICHLAND

This Intergovernmental Agreement (“Agreement”) is entered into between the City of Waynesville (“Waynesville”) and City of Richland (“Richland”). The parties agree as follows:

1. Waynesville will provide police dispatch services for Richland.
2. The term of this Agreement is four (4) years.
3. The term of this Agreement will begin on January 1, 2024.
4. The initial year payments for such services are set forth in **Exhibit A** attached hereto and incorporated herein by specific reference thereto.
5. There will be a two-percent (2%) increase each and every year following the first year.
6. Waynesville agrees to hold the Richland completely harmless and without fault for any civil, criminal, or administrative liability whatsoever that might conceivably result from Waynesville’s dispatch services and activities except that, if there is any finding of ultimately liability to or settlement with a third party, Richland shall be liable for its contributory share of any negligence. Similarly, the Richland agrees to hold Waynesville harmless and without fault for any civil, criminal, or administrative liability that might conceivably result from any of Richland’s official governmental activities such as responding to Waynesville’s dispatch services and including, but not limited to, vehicular operations, law enforcement activities, fire-fighting, or rendition of patient care, except that if there is any finding of ultimate liability or settlement with a third party, Waynesville shall be liable for its contributory share of any negligence. Both parties agree to carry maximum liability exposure liability insurance for public entities for the exceptions to sovereign immunity as provided by 537.610 RSMO, and to aggressively assert through their respective insurance carriers to the extent permitted by the parties’ respective

insurance policies, or alternatively through 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.

7. Waynesville dispatchers shall provide dispatch services twenty-four (24) hours a day, to include twenty-four (24) hours a day on holidays recognized by Richland as official holidays. The term “dispatching services” shall include the receipt and handling of Richland’s non-emergency/administration telephone line(s), request of wrecker services and radio traffic according to the MDT policy and ordinance. Waynesville dispatchers shall provide Richland with access to query MULES from their MDT, as well as Waynesville dispatchers to provide MULES entries, acting as a subcontractor for service. Waynesville dispatchers shall promptly dispatch the public safety agency in accordance with mutually agreed to criteria, protocols, and manuals as applicable and appropriate.

8. Waynesville shall keep all calls for service recorded in the computer aided dispatch system, which Richland has access to. These records are permanent and are kept indefinitely. Waynesville 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 recordings available to Richland upon a timely form request.

9. The parties intend that this Agreement be the sole agreement between the parties and that no other documents or understanding are to be hereby in any way incorporated by reference unless this 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.

10. FORMAL PROCEDURES COMPLIED WITH: The parties hereby warrant that their respective governing bodies have complied with all of their mandatory legal procedures for formal compliance. By way of example: (1) City of Waynesville will approve this Agreement by formal resolution and authorized the City Administrator to execute the Agreement. (2) The City of Richland will approve this Agreement by Ordinance, incorporate the Agreement into the ordinance and authorize the Mayor to execute the Agreement and legally bind the city by that execution of the Mayor.

WARRANT OF AUTHORIZED SIGNATORIES: The parties hereby warrant that the individuals who have executed this Agreement have been duly authorized by their respective governing bodies to execute this Agreement so that there can be no challenge to the validity of the Agreement under 432.070 RSMO and such cases as Ballman v. O'Fallon Fire Protection District, 459 S.W.3D 465 at 467 (MO. APP. E.D. 2015) and any of its progeny.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS THE DAY AND YEAR WRITTEN.

CITY OF WAYNESVILLE

1/18/24
Date

By: John C. Doyle
John Doyle, City Administrator

CITY OF RICHLAND

10/23/23
Date

By: [Signature]
Mayor

SMITH & TURLEY

ATTORNEYS AT LAW

Street Address:

243 VFW Memorial Drive, St. Robert, Missouri 65584

Mailing Address:

Post Office Box 494, Waynesville, Missouri 65583

Telephone: (573) 336-5222

Facsimile: (573) 336-2282

Website: www.smithturley.com

Tyce S. Smith
Carrie B. Williamson

Mark E. Turley

September 14, 2023

Sent via email to: John.doyle@waynesvillemo.org

Mr. John Doyle
City Administrator
City of Waynesville
106 Tremont Center
Waynesville, Missouri 65583

Re: *City of Richland E911 Rate Increase*
Smith & Turley File Number: 13,902.5

Dear John:

I am enclosing the present contract with 911. Waynesville and Richland are going to do 4 years, \$22,000 and 2% annual increase for police dispatch. What additional provisions do you want?

Sincerely,



Tyce S. Smith

TSS/sr

Enclosure(s): As stated.

Legal Assistants / Paralegals

Tiffany Clutter

Leatta Nichols

Sheila Rodgers

Aleisha Sagel

Marilyn Smith

Office Administrator

Tamara L. Corse