

MASTER CONTRACT NUMBER:

C2023-0077

No. 22-084CM

MUTUAL COOPERATION AGREEMENT
FOR 911 EMERGENCY TELEPHONE SYSTEM

THIS AGREEMENT is made this 30th day of January, 2023, by and between Taney County, Missouri ("County"), and the City of Branson, Missouri ("City").

WHEREAS, section 70.220, RSMo. authorizes any municipality or political subdivision to contract and cooperate with one another, and their elective or appointive officials for the planning, development, construction, acquisition or operation of public improvements or facilities and common services; and

WHEREAS, at a referendum election, the voters of Taney County, Missouri approved the establishment and operation of a county-wide 911 emergency telephone system and a levy to fund the system; and

WHEREAS, the parties have cooperated to establish and maintain two Public Service Answering Points ("PSAP"), with one being located in the Taney County Sheriff's Office, and the other being located in the Branson Police Department; and

WHEREAS, the parties desire to set forth the respective terms and obligations of the parties with respect to providing a 911 Emergency Telephone System and Public Service Answering Points in Taney County, Missouri; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Operation of PSAPs. The City shall maintain, operate, and supervise the respective PSAP 24-hours per day, 7-days per week, and shall provide a minimum of two (2) dispatchers (or such other position title is assigned by the respective party) ("Dispatcher") on duty at all times. Each PSAP shall be responsible for answering emergency telephone calls; operating PSAP equipment and voice recorders; and handling to completion all 911 emergency calls routed to and accepted by the respective PSAP. In the event of interruption or failure of PSAP service at a location, each PSAP shall provide full emergency back-up service to the other. City shall each provide suitable and appropriate office space and employees for the respective City PSAPs, as follows:

- a. By City. City agrees to and shall maintain, operate, and supervise one (1) PSAP location, to be located at the Branson Police Department. City will recruit, select, hire, train, compensate, discipline and terminate all Dispatchers at the Branson PSAP, who shall all be employees of the City. City will provide all benefits and other expenses related to employment of operators, including workers' compensation and applicable fringe benefits in accordance with City policy.

2. Equipment. County shall purchase, provide, own, and maintain PSAP equipment and voice recorders necessary to answer 911 calls coming in to each PSAP location. In the event

of termination of this Agreement, City shall be obligated to return to County all PSAP equipment and voice recorders purchased with County 911 funds.

3. Compensation. Without regard to the following provisions, the duty of the County to provide compensation to the City as set forth below, shall be limited to funds received from the tax approved by the voters for the establishment and operation of the 911 emergency telephone system ("911 Funds").

Subject to the County's budget and appropriations process, County shall annually budget and appropriate an amount for funding two (2) PSAP locations (the "PSAP Appropriation Amount"), one to be operated by the City as set forth in this Agreement and the other to be operated by the Taney County Sheriff's Department. The compensation under this paragraph shall be paid to the City in the last accounts payable process of December by utilizing the following formula:

	January, Beginning 911 Fund Balance
plus	Revenues
minus	Expenditures
	<hr/>
equals	December, Ending 911 Fund Balance
	<hr/>
minus	\$85,000 hold for operating expenses
	<hr/>
equals	PSAP payment allotment amount
	<hr/>
divided by	Percentage of 911 calls received at the City PSAP location
	<hr/>
Equals	Total PSAP Appropriation Amount to City

4. Term. The term of this Agreement shall commence on the date it is executed by the parties. The term of the Agreement shall be for one (1) year from the date of commencement, and shall automatically renew for one (1) additional one (1) year term unless any party provide advance written notice at least thirty (30) days prior to the renewal date. Notwithstanding anything to the contrary set forth herein, any party may terminate this Agreement, in its sole and absolute discretion, by providing 60-days advance written notice.

5. Operational Control. The parties agree that each exists independently of the other; that no party has the right to control the activities of the other parties; that no respondent superior relationship exists between the parties; and that no party shall be vicariously liable for the conduct of any other party.

6. Centurylink Database. The parties acknowledge that Centurylink has provided information from its customer records to create a database for the 911 system. The parties acknowledge that such information shall remain the property of Centurylink and agree to strictly

limit the use of information provided by Centurylink to uses necessary to the performance by the parties as public safety agencies. The parties agree that they will use information provided by Centurylink only for the purpose of responding to emergency calls at the time such calls are placed. The parties agree to take all reasonable efforts to safeguard the proprietary nature of information provided by Centurylink, including, but not limited to:

- a. Maintain an ALI log that records all 911 calls placed to the respective PSAPs. The parties shall report unauthorized access and retrieval to Centurylink and shall implement corrective action to prevent further unauthorized access and retrieval.
- b. The City shall provide a list of authorized personnel to the 911 Administrator.

7. Sovereign Immunity; Official Immunity. In no event shall the language or requirements set forth in this Agreement constitute or be construed as a waiver or limitation of the parties' rights or defenses with regard to sovereign, governmental, or official immunity and protections provided by state or federal law.

8. Compliance with Laws. The parties agree to comply with all applicable state and federal laws and regulations regarding the operations and performance of 911 services under this Agreement.


9. Authority. The parties represent and warranty that the individuals executing this Agreement on behalf of the respective parties have received the proper approvals and authorizations necessary to enter into this Agreement and that the same has been approved by the appropriate governing bodies of the parties.

10. Entire Agreement. This instrument contains the entire agreement between the parties regarding the subject matter set forth herein, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this agreement shall be valid or binding. This Agreement supersedes any prior agreements of the parties regarding the subject matter set forth herein. This agreement may not be enlarged, modified or altered except in writing and signed by the parties.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Missouri.

[Signature Pages Follow – Remainder of Page Intentionally Blank]

TANEY COUNTY, MISSOURI




Nick Plummer, Presiding Commissioner

1-30-2023

Date

ATTEST

I, Stephanie Spencer, as the Clerk of the Taney County Commission, hereby attest that the above Agreement was executed by the County Commissioner who signed it, and that it was signed pursuant to a duly passed motion of the Taney County Commission approving the Agreement.



Stephanie Spencer, County Clerk

2/02/2023

Date

Certificate of Accounting Officer Pursuant to § 50.660, RSMo.

The undersigned, as Budget and Accounting Office for Taney County, Missouri, certified that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Agreement.



David Clark, County Auditor

2/1/2023

Date

CITY OF BRANSON, MISSOURI

Larry Milton, Mayor

Date

ATTEST:

Hillary Briand, City Clerk

Date

APPROVED AS TO FORM:

/s/ Bridget M. Findley #72572
Interim City Attorney

02/17/2023
Date