

BILL NO.: 5054

ORDINANCE NO.: _____

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT WITH CENTRAL COUNTY EMERGENCY 911 DISPATCHING CENTER 2025-2029

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The City Manager is hereby authorized, by the City of Berkeley City Council, to enter into and execute an agreement with Central County Emergency 911 Dispatching Center for Fire Department dispatching services 2025-2029.
- Section 2.** The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after the date of its passage.

1st Reading this _____ day of _____ 2024
2nd Reading this _____ day of _____ 2024
3rd Reading, PASSED and APPROVED, this _____ day of _____ 2024

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Vacant	Aye ____	Nay ____	Absent ____	Abstain ____
Councilwoman Williams	Aye ____	Nay ____	Absent ____	Abstain ____
Councilman Hoskins	Aye ____	Nay ____	Absent ____	Abstain ____
Councilwoman Anthony	Aye ____	Nay ____	Absent ____	Abstain ____
Councilman Hindeleh	Aye ____	Nay ____	Absent ____	Abstain ____
Councilwoman-at-Large Crawford-Graham	Aye ____	Nay ____	Absent ____	Abstain ____
Mayor Deinbo	Aye ____	Nay ____	Absent ____	Abstain ____

2024 AGREEMENT FOR DISPATCHING SERVICES
2025 – 2029
CITY OF BERKELEY

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between Central County Emergency 911 Dispatching Center (“Central County”) and the **City of Berkeley** (“City”).

WHEREAS, Central County is organized and operated pursuant to Chapter 70 and Section 321.245 of the Revised Statutes of Missouri for the purpose of providing centralized emergency dispatching service for the receipt and transmission of emergency calls (alarms); and,

WHEREAS, City is a Missouri city which is authorized to provide fire suppression and emergency service and is likewise authorized to do all those things necessary and incidental thereto; and,

WHEREAS, City is desirous of entering into an agreement with Central County as a service contractor in order to provide to its constituency efficient communication and to manage emergency calls; and,

WHEREAS, City deems it in the best interest and welfare of the inhabitants within its boundaries to enter into this Agreement for the purpose of obtaining emergency dispatching service; and,

WHEREAS, City wishes to become a Service Contractor with Central County.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, it is hereby mutually agreed as follows:

1. Central County shall provide and maintain suitable quarters, personnel, and equipment so as to meet the requirements and specifications of a dispatching center as set out in Section 321.245 of the Revised Statutes of Missouri.

2. Central County will dispatch fire alarms and emergency calls to the City in accordance with the instructions of City or its contractor, provided the same are reasonable and feasible within the established procedures, bylaws, and other Agreements controlling the operation of Central County.

3. City shall, at its own expense or at the expense of its contractor: furnish to Central County such GPS data and mapping data to allow Central County to operate its computer aided dispatch system for City, and advise Central County of the means by which City's equipment is to be dispatched and the manner by which each alarm is to be struck. This data shall be in a digital format compatible with Central County's data system; data shall include, but not be limited to, streets, intersections, speed limits, lot parcels, left and right segment numerics and any such ancillary data that would enhance the mapping data, and to provide regular upgrades and corrections to the aforesaid data. The City or its contractor shall be responsible for arranging any changes or additions that are to be made to the GPS data, and mapping data, and to special operating procedures.

4. As a Service Contractor, City shall pay to Central County annually:

A. for 2025 three and seventy-five hundredths cents (\$0.0375);

- B. for 2026 three and seventy-five hundredths cents (\$0.0375);
- C. for 2027 three and seventy-five hundredths cents (\$0.0375);
- D. for 2028 three and seventy-five hundredths cents (\$0.0375); and,
- E. for 2029 three and seventy-five hundredths cents (\$0.0375);

per One Hundred Dollars (\$100.00) of the total assessed valuation of the City, including any land for which the City is obligated or contracted to provide fire or ambulance services, for the preceding year for each year during which dispatching service is to be rendered to City by Central County. The formula to determine the assessment is:

a. Add the assessed valuation of the real estate tax (all Forms), the personal property tax (all Forms), and the railroads', surtax, and utilities' tax (as determined not later than November 1 of the preceding year each year, St. Louis County assessments are based on At Time Billing) as assessed by, in, or for City and for any lands the City is obligated to provide fire or ambulance services. However, for any Tax Increment Financing project, the assessed valuation for such project, for the calculation of annual payments, shall equal the pre-TIF property valuation plus the percentage of full property valuation of such project for which City receives property taxes.

b. Multiply the said sum by the appropriate factor set forth above in ¶4(A, B, C, D, and E) per One Hundred Dollars (\$100.00) of the total assessed

valuation for the year preceding each year of service. The product shall be deemed to be the regular annual assessment of City.

c. The amount of the regular assessment for each year, as determined above, shall be paid to Central County in two (2) equal payments with one-half ($\frac{1}{2}$) of the total payment due to be paid by March 1 and the remaining half ($\frac{1}{2}$) of the total payment due by July 1 for each year Central County is providing dispatch services to the City.

d. City shall pay to Central County the assessment on valuations and taxes received after an annual payment(s) within 45 days of City receiving the taxes even after the termination of this Contract.

e. However, notwithstanding the forgoing, if the assessment for any year is more than 5% greater than the total assessment (taken from the St. Louis County At Time Billing) for the preceding year, then the annual assessment is capped at a 5% increase and the annual assessment shall be the preceding year's total assessment plus a 5% increase over that of the preceding year.

5. City shall not be liable for any special assessments to Central County. City shall, however reimburse Central County for any and all expense advances by Central County for the account of City or for any other reimbursable expenses incurred by Central County for City's benefit.

6. City, as a service contractor, shall have no financial interest in the assets of Central County, nor shall City be eligible to accumulate any interest in the

same under the terms of this contract, or upon any other basis unless otherwise expressly agreed by the parties in writing.

7. City agrees and promises that it has no and shall have no ownership interest in Central County. City will not be entitled to accumulate any interest in the ownership, assets or governance of Central County as a result of this Agreement or its performance. City is not a “Participating Entity” as that term is defined in Central County’s Operating Agreement, and City agrees that it shall not be entitled to become a Participating Entity under the terms or performance of this Agreement. City understands that it is not entitled to a position on the Board of Directors of Central County.

8. Central County, during the effective period of this Agreement, shall provide City with equipment (including communications and computers) in the same manner as provided for other non-Participating Entities or Service Contractors for whom Central County performs dispatching services. However, any such equipment provided by Central County to City shall remain the sole and exclusive property of Central County. It is agreed that upon termination of this Agreement, City will promptly return to Central County any and all equipment furnished to City by Central County.

9. Central County shall make available to City use and access to the 853 Account Fund in the same manner as provided to other entities for which Central County furnishes dispatching services.

10. Paragraph 10 is deliberately left blank.

11. City may attend and express its position at all open meetings, both regular and special, of the Board of Directors of Central County; however, representatives of City shall have no vote in any matter that may come before the Board of Directors.

12. The Fire Chief of the City, or his/her representative, may attend and participate at all meetings both regular and special of the Operating Committee as set forth in the Operating Committee Bylaws which may be amended from time to time.

13. If either party fails to perform any of its obligations hereunder or breaches any of its representations, warranties, promises or covenants, and if upon thirty (30) days written notice the party failing to perform does not correct its default, then the other party, at its option, may terminate this Agreement. In addition to the rights and remedies provided herein (none of which is exclusive), each party shall have any other right or remedy allowed at law or equity, by statute or otherwise, including without limiting the right to enjoin any breach or threatened breach of any covenants, agreements, terms or conditions of this Agreement.

14. This Agreement and its obligations shall go into effect, and Central County shall begin to provide dispatch services to District at 00:00:01 hours on January 1, 2025, and end at 23:59:59 hours on December 31, 2029. This Agreement shall automatically renew for calendar year 2030 and thereafter, on an annual basis beginning January 1 of each following year, unless proper written notice to terminate is given, by a party wishing to terminate or not renew, at least one-

hundred eighty (180) days prior to January 1 of each renewal year, and provided further that such contract has not been earlier terminated by a breach thereof. For purposes of this Agreement, written notice is proper if placed in the United States mail, certified or registered, and addressed to the last known address of the terminated party. The annual assessment for each automatic renewal year shall be calculated using the assessment rate for 2029.

15. City acknowledges that it has received and reviewed all bylaws, operating agreements, and each and every other document governing Central County and, where applicable, agrees to abide by and be bound by same.

16. This Paragraph Deliberately Left Blank.

17. This Agreement is a complete expression of the parties' agreement and may only be amended or modified or supplemented by a written agreement signed by both parties.

18. Both parties to this Agreement agree that they have properly authorized and approved this Agreement according to Missouri law.

19. This Agreement and its interpretation shall be governed by Missouri law. Any action arising out of, or concerning, this agreement shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this agreement consent to the jurisdiction and venue of that court.

20. In the event any provisions of this agreement is invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect

the other provisions of this Agreement which shall remain in effect and be construed as if such provision were not a part of thereof provided that if the invalidation or unenforceability of such provision shall, in the opinion of either party to the Agreement, have a material effect on such party's rights or obligations under this agreement, then the Agreement may be terminated by either party upon thirty (30) days prior written notice by such party to the other party.

21. By entering into this Agreement, the parties agree that the Agreement is not intended to, nor does it, a) create any rights in any individuals or entities who are not parties hereto; or b) act as a waiver of any immunities or defenses that the parties enjoy under Missouri law except as specifically provided herein.

CENTRAL COUNTY EMERGENCY 911
DISPATCHING CENTER

CITY OF BERKELEY

By _____

By _____

Name _____

Name Nathan Mai-Lombardo

Title _____

Title City Manager

Date _____

Date _____