

RE: Intergovernmental Agreement and Budgetary Amendment for MOSWIN RADIO Project

Background:

For many years now, Christian County E911 has worked to improve the reliability of law enforcement communications throughout the county. During this time, the organization concluded the current radio system used by all law enforcement in Christian County was inadequate. Law enforcement agencies experienced lack of coverage, capacity issues and interoperability problems.

Christian County E911 was tasked to come up with a working solution to these issues. After much research and debate, it was concluded that the state operated public safety radio system called MOSWIN was the most viable solution. By joining the MOSWIN radio system Christian County E911 can solve all our law enforcement radio communications issues.

Through the hard work and dedication of members assigned to this radio project, a working plan to implement the MOSWIN radio system in Christian County was developed. However, this plan came with a price tag of \$10.32 million dollars. Fortunately, Christian County E911 was able to secure 8.5 million dollars in federal appropriations in the form of a grant. This left a \$1.82 million dollar shortfall for the project to be fully funded.

With no other prospects to cover the shortfall, Christian County E911 is asking Christian County stakeholders to participate in an equitable sharing effort to fund the \$1.82 million dollar shortfall. Using a mathematical formula based on jurisdictional population, the shortfall was divided equitably among the county's law enforcement agencies.

Christian County E911 has requested the City of Nixa enter into an intergovernmental agreement to pay Christian County E911 \$261,886.45 as their portion of the MOSWIN radio project.

Analysis:

By participating in this intragovernmental agreement, the City of Nixa can ensure the Nixa Police Department is communicating on the best radio system available. All the shortcomings of the current radio system will be alleviated.

Without the cost sharing agreements in place to fund the shortfall, Christian County E911 will lose the \$8.5 million dollar funding putting this new radio system out of reach for many years and leave law enforcement and E911 in a position to find alternative

funding. The federal funds Christian County E911 has secured for this project has been called an “once in a lifetime” opportunity to implement a state-of-the-art radio system that benefits every citizen in Christian County.

This budgetary amendment is eligible for ARPA funds expenditure, and it is the recommendation of staff to use APRA funds for this project.

Recommendation:

It is the recommendation of the Police Department staff to approve this intergovernmental agreement and budgetary amendment.

MEMO SUBMITTED BY:

Joe Campbell | Chief of Police

jcampbell@nixa.com | 417-725-2510

1 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE
2 MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT
3 WITH CHRISTIAN COUNTY EMERGENCY SERVICES AND SEVERAL OTHER
4 LOCAL JURISDICTIONS AND AMENDING THE 2023 ANNUAL BUDGET FOR THE
5 PURPOSE OF FUNDING THE MOSWIN RADIO SYSTEM PROJECT.
6
7

8 **WHEREAS** Section 70.220 RSMo. authorizes units of government to cooperate
9 with one another and to enter into intergovernmental cooperative agreements for such
10 purposes; and
11

12 **WHEREAS** the City Council desires to contract with Christian County Emergency
13 Services, and several other local-Christian County governmental units, to fund a portion
14 of the MOSWIN radio project; and
15

16 **WHEREAS** said project is anticipated to enhance the emergency radio
17 communication systems and capabilities of law enforcement within Christian County; and
18

19 **WHEREAS** the City Council desires to authorize the Mayor to execute an
20 Intergovernmental Cooperative Agreement with Christian County Emergency Services,
21 and several other local-Christian County governmental units, said Agreement to be
22 substantially similar to the document attached hereto as “Council Bill Exhibit A”; and
23

24 **WHEREAS** Section 67.040 RSMo. provides that after a budget has been approved
25 no increase in the revenues or expenditures from any fund shall be made unless the
26 governing body adopts a measure setting forth the facts and reasons making the increase
27 necessary and authorizing the increase; and
28

29 **WHEREAS** Section 8.7 of the City Charter authorizes the City Council to amend
30 budgeted revenues and expenditures upon the request of the City Administrator; and
31

32 **WHEREAS** the City Administrator has requested a budget amendment in the
33 amount of \$261,886.45, as reflected in “Council Bill Exhibit B,” and for the purposes
34 referenced therein; and
35

36 **WHEREAS** the City Council desires to amend the City’s 2023 budget for the
37 purposes identified herein.
38

39 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
40 **NIXA, AS FOLLOWS, THAT:**
41

42 **SECTION 1:** The Mayor, or designee, is hereby authorized and directed to execute
43 an “Intergovernmental Cooperative Agreement” (the “Contract”) with Christian County
44 Emergency Services, Christian County, Missouri, the City of Ozark, Missouri, the City of
45 Clever, Missouri, the City of Sparta, Missouri, the City of Billings, Missouri, and the City
46 of Highlandville, Missouri. Said Contract shall be in substantially similar form as the

47 document attached hereto, and incorporated herein by this reference, as "Council Bill
48 Exhibit A."
49

50 **SECTION 2:** The City of Nixa's 2023 Annual Budget is hereby amended in the
51 accounts and the amounts as shown on "Council Bill Exhibit B," which is attached hereto
52 and incorporated herein by this reference.
53

54 **SECTION 3:** City Council finds that the budget amendment enacted by this
55 Ordinance has been recommended by the City Administrator. The City Administrator is
56 directed to cause the appropriate accounting entries to be made in the books and records
57 of the City to reflect the budget amendment enacted by this Ordinance.
58

59 **SECTION 4:** The Mayor and the officers of the City are hereby authorized to do all
60 things necessary or convenient to carry out the terms and intent of this Ordinance.
61

62 **SECTION 5:** This Ordinance shall be in full force and effect from and after its final
63 passage by the City Council and after its approval by the Mayor, subject to the provisions
64 of section 3.11(g) of the City Charter.
65

66
67 **ADOPTED BY THE COUNCIL THIS ___ DAY OF _____, 2023.**

68
69 ATTEST:

70
71 _____
72 PRESIDING OFFICER

71 _____
72 CITY CLERK

73
74
75 **APPROVED BY THE MAYOR THIS ___ DAY OF _____, 2023.**

76
77 ATTEST:

78
79 _____
80 MAYOR

79 _____
80 CITY CLERK

81
82
83 APPROVED AS TO FORM:

84
85 _____
86 CITY ATTORNEY

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT (“IGA”), made and entered into this _____ day of _____, 2023, by and between **CHRISTIAN COUNTY EMERGENCY SERVICES**, a Missouri countywide emergency services district established in accordance with Section 190.339, RSMo. (hereinafter referred to as "CCES") and **CHRISTIAN COUNTY, MISSOURI**, a Missouri county of the first class; the **CITY OF NIXA, MISSOURI**, a constitutional charter city in Christian County; the **CITY OF OZARK, MISSOURI**, a city of the ____ class located in Christian County; the **CITY OF CLEVER, MISSOURI**, a city of the ____ class; the **CITY OF SPARTA, MISSOURI**, a city of the ____ class; the **CITY OF BILLINGS, MISSOURI**, a city of the ____ class; and the **CITY OF HIGHLANDVILLE, MISSOURI**, a city of the ____ class (hereinafter collectively “the Parties”). The parties except for CCES will be referred to as the “Participants.”

WITNESSETH:

WHEREAS, Section 70.220, RSMo., authorizes units of government to cooperate with one another and to enter into intergovernmental cooperative agreements; and

WHEREAS, CCES and Participants have agreed to cooperate and jointly fund a portion of the cost of the “MOSWIN” radio update project that is to be implemented in Christian County to enhance the emergency radio communications systems and capabilities of law enforcement in the County and each of the Participant cities (hereinafter “the Project”); and

WHEREAS, this Intergovernmental Cooperative Agreement is entered into to memorialize the agreement between the parties pertaining to the subject matter hereof.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as

follows:

1. CCES has entered into a contract with Motorola Solutions, Inc. to deliver and install an advanced radio communications system, hardware and infrastructure, as more fully defined in the Proposal by Motorola dated November 16, 2022, and the Contract signed by CCES and Motorola dated December 29, 2022 in the amount of \$9,382,779.31. This Project was planned and designed to allow CCES and the Participants to connect to the statewide “MOSWIN” emergency radio communications system. CCES has also applied for and received approval for federal and state funding for a substantial portion of the cost of this Project.
2. CCES has determined, in cooperation with Motorola, that in order to complete the Project, additional shelters, generators and HVAC units are required at the tower sites that will support and serve the Project. The cost of this portion of the work is described on “Change Order 001” attached hereto and incorporated herein by reference.
3. Each of the Parties agree to contribute a portion of the cost of this Change Order work, in the following amounts, to be paid on or before _____ to CCES:
 - a. Christian County: \$603,052.45
 - b. CCES \$641,407.99
 - c. Nixa \$261,886.45
 - d. Ozark \$237,246.10
 - e. Clever \$32,767.00
 - f. Sparta \$20,864.55
 - g. Billings \$12,271.35
 - h. Highlandville \$10,578.75
4. CCES agrees that upon receipt of a fully executed copy of this Agreement, that it will execute Change Order 001 and direct Motorola to proceed with the performance of the work; that it will fully comply with all applicable

federal and state laws in the performance of the work of the Project; and that it will apply the full amount of the funds contributed by each of the Parties to the payment of Change Order 001.

5. CCES agrees that each of the parties shall have the right to review and inspect the books and records of CCES to ensure the correct and proper application of these funds, as described in this Agreement.
6. This Agreement is entered into by the parties in order to allow each of them to provide efficient and effective radio communications systems for law enforcement and emergency services. Thus, it is fully within the powers of each of the parties.
7. In no event shall this Agreement, or any term hereof, be interpreted or construed to be a waiver or limitation of the sovereign, governmental or official immunities of any of the Parties, as provided by state or federal law.
8. This document contains the entire agreement between the parties. No modification, amendment, cancellation, or waiver of any provision of this Agreement shall be effective unless it is in writing, authorized by each party, and signed by an authorized representative.
9. Each of the undersigned was fully authorized and empowered to execute this Agreement by each of their respective Boards.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date set forth below the signature of each party.

CHRISTIAN COUNTY EMERGENCY SERVICES

By: _____

Title: _____

Date: _____

Attest: _____

CHRISTIAN COUNTY

By: _____

Title: _____

Date: _____

Attest: _____

CITY OF NIXA, MISSOURI

By: _____

Title: _____

Date: _____

Attest: _____

CITY OF OZARK, MISSOURI

By: _____

Title: _____

Date: _____

Attest: _____

CITY OF CLEVER, MISSOURI

By: _____

Title: _____

Date: _____

Attest: _____

CITY OF SPARTA, MISSOURI

By: _____

Title: _____

Date: _____

Attest: _____

CITY OF BILLINGS, MISSOURI

By: _____

Title: _____

Date: _____

Attest: _____

CITY OF HIGHLANDVILLE, MISSOURI

By: _____

Title: _____

Date: _____

Attest: _____

Change Order Number: 001
Date: 05/01/2023
Project Name and Number: MOA19I159A_Christian County, Migration Trbo/Moswin
Customer Name: CHRISTIAN COUNTY EMERGENCY SERVICES
Customer Project Mgr: Jason Beiler

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Add and install four (4) refurbished, 12' X 20' shelters at Ozark, Nixa (WestSide), Clever (MO14), and Saddlebrook (BB HWY). Add and install five (5) 50kW generators at Ozark, Nixa (WestSide), Clever (MO14), Saddlebrook (BB HWY), and Sparta. Add one (1) new HVAC unit at Sparta and upgrade shelter.

Please reference the attached Statement of Work for details. The Statement of Work is incorporated into the Contract by this reference.

Contract Project Identifier (Name or Number): [MOA19I159A] **Contract Date:** 12/29/2022

In accordance with the terms and conditions of the contract identified above between [Christian County Emergency Services] and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

| | |
|---|-----------------|
| Original Contract Price: | \$9,382,779.31 |
| Previous Change Order amounts for Change Order numbers [000] through [000]: | \$0.00 |
| This Change Order: | \$1,820,000 |
| Contract Credit (If Applicable): | \$0.00 |
| New Contract Price: | \$11,202,779.31 |

***“Contract Price” means the price for the System and Implementation Services, excluding applicable sales or similar taxes and freight charges.**

Completion Date Adjustments

| | |
|---|------------|
| Original Completion Date: | 12/01/2024 |
| Current Completion Date prior to this Change Order: | 12/01/2024 |
| New Completion Date: | 12/01/2024 |

Equipment Changes: *(additions, deletions or modifications)* **Include attachments if needed.**

The parties agree to the addition of four (4) refurbished shelters 12' x 20', five (5) 50kw generators, one (1) 3 ton HVAC unit as set forth in the attached Statement of Work.

Scope of Work Changes: *(additions, deletions or modifications)* **Include attachments if needed.**

The parties agree that the attached Statement of Work is hereby incorporated into the Contract by this reference.

SUA/Support Service Changes: *(additions, deletions or modifications)* **Include attachments if needed. Must be completed by Project CSM.**

Maintenance of new HVAC units and generators.

| | Service | Year 2 | Year 3 | Year 4 | Year 5 |
|------------------|-------------|----------|----------|--------------|--------------|
| System | Maint / SUA | Included | Included | \$455,750.89 | \$464,356.57 |
| HVAC & Generator | Maint | Included | Included | \$16,120.00 | \$16,120.00 |
| Updated Total | | Included | Included | \$471,870.89 | \$480,476.57 |

Once annual Maintenance/SUA payment made once annually on anniversary of Final System Acceptance.

Schedule Changes: *(describe change or N/A)*

N/A

Contract Price Changes: *(describe change or N/A)*

The parties agree to the addition of \$1,820,000 to the Pricing Section of the contract.

Customer Responsibilities: *(describe change or N/A)*

Customer agrees to the work described in the attached Statement of Work.

Payment Schedule for this Change Order:*(describe new payment terms applicable to this change order)*

HVAC & Generator Maintenance: \$32,240 - Billed annually in advance of term. CO 1 System: \$1,787,760 - To be billed with existing System Purchase milestones per the addendum to Exhibit B.

This pricing is good through June 30, 2023.**Purchase Order Requirements for this Change Order (select only one).**

- A Purchase Order is required - included with this change order and is attached.
- No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,
- No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.**Customer**

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Reviewed by: Jason Beiler
Motorola Solutions Project Manager

Date: 05/01/2023

City of Nixa, MO
Budget Amendment

| <u>Budget Amendment Amount</u> | <u>Fund</u> | <u>G/L Description</u> | <u>G/L Line #</u> | <u>Revenue Source</u> |
|--------------------------------|--------------|---------------------------|-------------------|-----------------------|
| \$281,886.45 | 10 - ARPA | Transfers Out | 10-111-5490000 | Current |
| \$281,886.45 | 11 - General | Transfers In – ARPA funds | 11-200-4011100 | Current |
| \$281,886.45 | 11 - General | Capital - Equipment | 11-200-5452000 | Current |

Explanation: To amend the current budget of the City of Nixa to appropriate funds for cost share of MOSWIN radio County-wide project.

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

| | |
|------------------------|---------------------|
| Electric | |
| Water | |
| Wastewater | \$275,000 |
| ARPA | \$33,650.53 |
| Admin | \$7,100 |
| Legal | |
| Economic Development | |
| Police | |
| Street | |
| Park | \$547,689 |
| Planning & Development | |
| TOTAL | <u>\$863,439.53</u> |