

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816/474-4240
816/421-7758 FAX
www.marc.org



January 2, 2014

Michael Curry
Director of Emergency Preparedness
Jackson County Emergency Management
201 W. Lexington, Suite 200
Independence, MO 64050

Dear Michael,

Please review this fully signed and approved copy of the 9-1-1 Interlocal Agreement and ensure it is filed as necessary with the appropriate governing body or agency in your county. After completing this step, please return a copy of the document to me in the included envelope. If you have any questions or concerns, feel free to contact me at 816-701-8221, or ageffert@marc.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Geffert", written in a cursive style.

Adam Geffert
Public Safety Administrative Manager
Mid-America Regional Council

Chair
Marge Vogt
Councilmember
Olathe, Kan.

1st Vice Chair
Jan Marcason
Councilmember
Kansas City, Mo.

2nd Vice Chair
Ed Peterson
Commissioner
Johnson County, Kan.

Treasurer
David Bower
Mayor
Raytown, Mo.

Secretary
Curt Skoog
Councilmember
Overland Park, Kan.

Executive Director
David A. Warm

*Jackson
County*

(Space above reserved for Recorder of Deeds certification)

MISSOURI RECORDING COVER SHEET—GENERAL PURPOSE

9-1-1 Interlocal Cooperation Agreement

Document Date: _____, 2013

Grantor(s) Name and Address: Johnson County, Kansas
County Administration Building
111 South Cherry Street
Olathe, KS 66061

Leavenworth County, Kansas
Courthouse, 300 Walnut Street
Leavenworth, KS 66048

Miami County, Kansas
Administration Building
201 South Pearl Street
Paola, KS 66071

Unified Government of Kansas City, Kansas/Wyandotte County, Kansas
Municipal Office Building, Suite 979
701 North 7th Street
Kansas City, KS 66101

Clay County, Missouri
Administration Building
Courthouse Square
Liberty, MO 64068

Cass County, Missouri Emergency Services Board
102 E. Wall Street
Harrisonville, MO 64701

Jackson County, Missouri
415 East 12th Street
Kansas City, MO 64106

Platte County, Missouri
409 3rd Street, Suite 105
Platte City, MO 64079

Ray County, Missouri
Courthouse, 100 West Main Street
Richmond, MO 64085

City of Excelsior Springs, Missouri
201 East Broadway
Excelsior Springs, MO 64024

Mid-America Regional Council
600 Broadway, Suite 300
Kansas City, MO 64105

Grantee(s) Name
and Address:

Johnson County, Kansas
County Administration Building
111 South Cherry Street
Olathe, KS 66061

Leavenworth County, Kansas
Courthouse, 300 Walnut Street
Leavenworth, KS 66048

Miami County, Kansas
Administration Building
201 South Pearl Street
Paola, KS 66071

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Municipal Office Building, Suite 979
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Richmond, MO 64085

City of Excelsior Springs, Missouri
201 East Broadway
Excelsior Springs, MO 64024

Mid-America Regional Council
600 Broadway, Suite 300
Kansas City, MO 64105

Legal Description: Not applicable.

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

9-1-1 INTERLOCAL COOPERATION AGREEMENT

THIS 9-1-1 INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as the "Agreement"), which replaces the existing Interlocal Cooperation Agreement executed in June 1995, is made and entered into this 16th day of September, 2013, by and between Johnson County, Leavenworth County, Miami County, and the Unified Government of Kansas City, Kansas/Wyandotte County, Kansas; Clay County, Jackson County, Platte County, Ray County, Missouri, the City of Excelsior Springs, Missouri, and the Cass County Missouri Emergency Services Board (hereinafter referred to collectively as "The Counties" and individually as "County"); and Mid-America Regional Council (hereinafter referred to as "MARC"), all of which (hereinafter referred to as the "Parties") understand and agree as follows:

WHEREAS, the regional 9-1-1 system provides emergency telephone service for the Counties; and

WHEREAS, for 30 years, the Counties have worked cooperatively with one another and with public safety agencies and telephone companies to plan and implement this 9-1-1 system; and

WHEREAS, currently the Kansas 9-1-1 Act (K.S.A. 12-5368 *et seq.*) authorizes the governing body of a Kansas city and county to impose and collect an emergency telephone tax and to make appropriate expenditures for its implementation, RSMo. 190.300 authorizes Missouri counties to levy surcharges on telephone service to finance the 9-1-1 system and to make appropriate expenditures for its implementation; RSMo. 190.335 authorizes Missouri counties to seek alternate funding through county sales tax for the same purpose, and other enabling statues may be passed in either Kansas or Missouri authorizing additional or alternative funding method in the future; and

WHEREAS, MARC has coordinated the planning and implementation of the regional 9-1-1 system since its inception; and

WHEREAS, regional 9-1-1 Operating Policies, originally approved by the MARC Board of Directors on November 30, 1993, updated and re-approved on August, 26, 2008, and by the county governments served by the system (hereinafter referred to as "Operating Policies"), recommend that the cost of 9-1-1 premise equipment and ongoing operation of the system be shared by the Counties based upon population; and

WHEREAS, the Operating Policies recommend that the 9-1-1 system provide a single number for reaching the emergency system, provide, at minimum, certain operating features throughout the metropolitan area, maintain the quality and reliability of the 9-1-1 system throughout the region, ensure that costs for the system are shared equitably among the Counties, provide flexibility for the Counties to enhance service at local expense, and encourage the ability to provide state-of-the-art equipment to public safety answer points; and

WHEREAS, the Counties and MARC desire to enter in the Interlocal Cooperation Agreement to provide for the continued operation of the regional 9-1-1 system; and

WHEREAS, Wyandotte County, and the cities of Kansas City, Edwardsville, and Bonner Springs, Kansas, have entered into an Interlocal Cooperation Agreement, dated September 15, 1992, as amended on June 21, 1994, pursuant to which the parties thereto have agreed that Kansas City, Kansas shall exercise control and authority over all Wyandotte County, Kansas 9-1-1 communication facilities and services provided through Wyandotte County.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreement herein set forth, the Parties hereto covenant and agree as follows:

1. **Governance and Administration.** The Public Safety Communications Board, with the advice of the Public Safety Communications Users Committee, shall administer this Agreement including monitoring and revising policies adopted pursuant hereto and working with telephone service providers, public safety organizations and Public Safety Answering Points (PSAPs) to ensure the effective operation of the regional 9-1-1 system.
2. **Operating Policies.** Each of the Parties to this Agreement hereby agrees to be bound by the 9-1-1 Operating Policies attached hereto as Exhibit A, which are hereby incorporated by reference into this Agreement as if fully set forth herein.
3. **Cost-Sharing by Counties.** The Counties hereby agree to comply in all respects with the cost-sharing policy and procedures relating to the annual operating costs location in Section 2 of the Operating Policies attached hereto as Exhibit A. Each County's pro rata cost share of on-going annual operating costs shall be calculated as set forth in said Section 2 and each County's obligation to pay its pro rata share of MARC's 9-1-1 coordinating fee shall arise upon the execution of this Agreement by all Parties and shall be paid each month directly to MARC.
4. **Ownership of Premise Equipment.** MARC will retain ownership of all 9-1-1 equipment at each answering point.
5. **Modifications and/or Revision to Exhibits.** It is agreed among the Parties that any provision of any Exhibit to this Agreement may be modified or revised by the Public Safety Communications Board during the period of the term of this Agreement in which the Board has administrative responsibilities under this Agreement pursuant to Section 1. Provided that, any proposed modification and/or revision to Exhibit A (9-1-1 Operating Policies) shall require the approval of the Public Safety Communications Users Committee and the Public Safety Communications Board.
6. **Term of Agreement.** The term of this Agreement shall commence upon execution of this document by all parties and upon approval by the Kansas Attorney General. Said term shall be perpetual, provided that each party to this Agreement shall have the right to terminate its participation in this Agreement in accordance with the terms of Section 7.

7. **Termination of Participation.** To terminate participation prior to the end of the original or any extended term, the withdrawing Party shall provide written notification of intent to terminate participation to all other parties and the Public Safety Communications Board at least 180 days prior to termination to allow each of the other parties sufficient opportunity to develop a transition plan for continued service.

The Public Safety Communications Board may terminate a Party's participation in the Agreement should the Party fail to remain in compliance with the substantive terms of this Agreement, after having been provided with written notice of failure and not curing the non-compliant status within a reasonable period of time, as that time is established by the Public Safety Communications Board.

Termination by a Party may be conditioned upon the terminating party's return of any equipment or other assets funded through MARC, the Public Safety Communications Board, or another Party. Upon termination, each Party shall retain any personal property owned by it.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

EXECUTION IN COUNTERPARTS

It is contemplated that this agreement shall be executed in multiple counterparts by the Counties, the City of Excelsior Springs and MARC, rather than circulating a single document among them. Each counterpart when executed shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

ON THIS 29th DAY OF October, 2013, THE ABOVE AND FOREGOING INTERLOCAL COOPERATION AGREEMENT WAS REVIEWED AND FOUND TO COMPLY WITH THE REQUIREMENTS OF K.S.A. 12-2901 et seq., AND AMENDMENTS THERETO, AND WITH THE LAWS OF THE STATE OF KANSAS, AND THE ATTORNEY GENERAL'S SIGNATURE BELOW SIGNIFIES HIS APPROVAL.

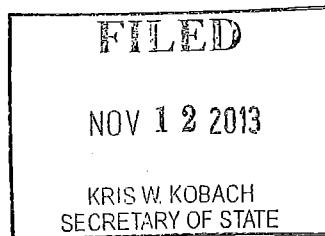
Derek Schmidt
Attorney general

By: Lisa K. Muehlberg
Assistant Attorney general

THE AGREEMENT HAS BEEN FILED IN THE OFFICE OF THE KANSAS SECRETARY OF STATE THIS 12 DAY OF November, 2013.

KANSAS SECRETARY OF STATE

By: Desiree Talafem
Title: Administrative Assistant



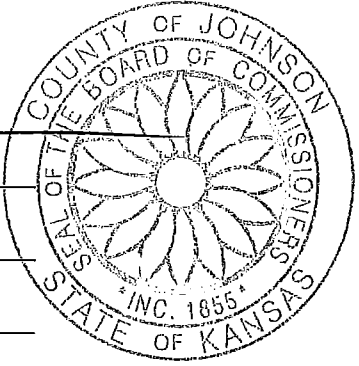
JOHNSON COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS

BY: Jason S. Osterhaus

TITLE: Vice-Chair

ATTEST: Melissa McQuay

TITLE: Clerk of the Board



APPROVED AS TO FORM:

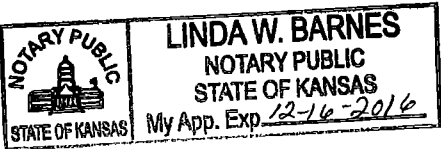
Cynthia Dunn

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 11 day of July, 2013, before me, the undersigned, a notary public in and for the County and State aforesaid, came JASON OSTERHAUS, Vice Chairman of the County of Johnson, Kansas, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.



Linda W. Barnes
Notary Public

My commission expires: December 16, 2016

LEAVENWORTH COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS

BY: Robert W. Holland

TITLE: Chairman BOCC

ATTEST: Jane Klavmki

TITLE: County Clerk

APPROVED AS TO FORM:

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF LEAVENWORTH)

BE IT REMEMBERED, that on this 29th day of July, 2013, before me, the undersigned, a notary public in and for the County and State aforesaid, came Robert W. Holland, Chairman BOCC of the County of Leavenworth, Kansas, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.



BRENDA R. JONES
Notary Public
State of Kansas
My Comm. Expires
6/29/2016

Brenda R. Jones
Notary Public

My commission expires: 6/29/2016

MIAMI COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS

BY: Ronald Stiles

TITLE: Chairman

ATTEST: Janet White

TITLE: County Clerk



APPROVED AS TO FORM:

Calvin

ACKNOWLEDGEMENT

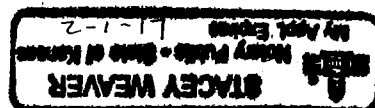
STATE OF KANSAS)
) ss.
COUNTY OF MIAMI)

BE IT REMEMBERED, that on this 10 day of July, 2013, before me, the undersigned, a notary public in and for the County and State aforesaid, came Ronald Stiles, Janet White of the County of Miami, Kansas, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Stacey Weaver
Notary Public

My commission expires: 2-1-17



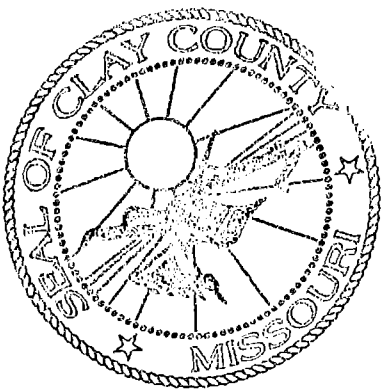
CLAY COUNTY, MISSOURI
COUNTY COMMISSION

BY: Pamela Mason

TITLE: Presiding Commissioner

ATTEST: [Signature]

TITLE: CLERK OF THE COMMISSION



APPROVED AS TO FORM:

[Signature]

ACKNOWLEDGEMENT

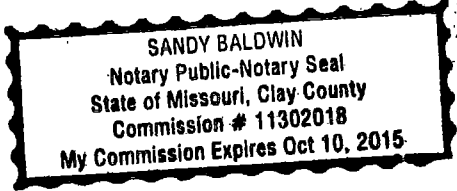
STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

BE IT REMEMBERED, that on this 15 day of July, 2013, before me, the undersigned, a notary public in and for the County and State aforesaid, came PAMELA MASON, Presiding Commissioner of the County of Clay, Missouri, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

[Signature: Sandy Baldwin]
Notary Public

My commission expires: 10-10-2015



JACKSON COUNTY, MISSOURI
COUNTY COMMISSION

BY: *[Signature]*
Michael D. Sanders
TITLE: County Executive

ATTEST: *[Signature]*
Mary Jo Spino
TITLE: Clerk of the County Legislature

APPROVED AS TO FORM:
[Signature]
W. Stephen Nixon, County Counselor

ACKNOWLEDGEMENT

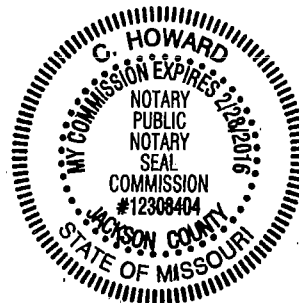
STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 16th day of September, 2013, before me, the undersigned, a notary public in and for the County and State aforesaid, came Michael D. Sanders, Jackson County Executive of the County of Jackson, Missouri, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

C. Howard
Notary Public

My commission expires: 2/28/2016



RAY COUNTY, MISSOURI
COUNTY COMMISSION

BY: *Nathan D. Preston*

TITLE: 911 Executive Director

ATTEST: *Gherda Powell*

TITLE: Ray County Clerk

APPROVED AS TO FORM:

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF RAY)

BE IT REMEMBERED, that on this 12 day of July, 2013, before me, the undersigned, a notary public in and for the County and State aforesaid, came Nathan D. Preston 911 Executive Director of the County of Ray, Missouri, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Merry A. Marler
Notary Public

My commission expires: 12-20-2016



CITY OF EXCELSIOR SPRINGS, MISSOURI

BY: John M. Govern

TITLE: CHIEF OF POLICE

ATTEST: Christina R...

TITLE: CAPTAIN

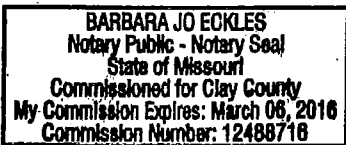
APPROVED AS TO FORM:

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

BE IT REMEMBERED, that on this 27th day of June, 2013, before me, the undersigned, a notary public in and for the County and State aforesaid, came John M^e Govern, Chief of Police of the City of Excelsior Springs, in the County of Clay, Missouri, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.



Barbara Jo Eckles
Notary Public

My commission expires: March 6, 2016

CASS COUNTY, MISSOURI
EMERGENCY SERVICES BOARD

BY: Kristopher P. Turnbow
Kristopher P. Turnbow

TITLE: Chair

ATTEST: Jeff Weber
Jeff Weber

TITLE: Secretary

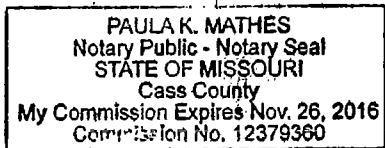
APPROVED AS TO FORM:

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this 24th day of July, 2013, before me, the undersigned, a notary public in and for the County and State aforesaid, came Jeff Weber, Kristopher Turnbow of the County of Cass, Missouri, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.



Paula K. Mathes
Notary Public

My commission expires: Nov. 26th, 2016

EXHIBIT A

9-1-1 OPERATING POLICIES



1. Regional Public Safety Communications Systems

1.1 Overview of the Regional Public Safety Communications Systems

The regional Public Safety Communications System consists of the 9-1-1 System and various regional communications systems supporting public safety agencies in Cass, Clay, Jackson, Platte and Ray Counties in Missouri and Johnson, Leavenworth, Miami and Wyandotte Counties in Kansas. The aforementioned counties may expand the borders of the regional public safety system by amendment to the Interlocal Cooperation Agreement and the Public Safety Communications Board may enter into service agreements with government entities outside of the above counties on an annual basis. These service agreements will not extend ownership or governance rights but may include other rights and privileges of the regional communications systems. The City of Excelsior Springs (in Clay and Ray counties) has its own taxing authority apart from the metro system, but is a member of the metro system through its county affiliation.

The system is governed by the Public Safety Communications Board, which consists of agency administrators and elected officials from local governments throughout the nine-county region. This board was established by the 9-1-1 Interlocal Cooperation Agreement, and has broad powers with regard to activities, such as monitoring and revising policies to ensure the effective operation of the regional 9-1-1 system, regional interoperability systems and interoperability planning. The 9-1-1 system includes 44 public safety answering points (PSAPs) processing more than two million emergency calls annually.

All public safety and public service agencies in the region will be permitted to access the Regional Area Multi-Band Integrated System (RAMBIS) under rules, policies and cost-sharing procedures adopted by the Public Safety Communications Board. For the purpose of the RAMBIS System, public safety agencies are defined to include all law enforcement, fire service, EMS and disaster response agencies in the MARC region. Public service agencies include other participating agencies in the MARC region whose primary responsibility is providing citizens with services other than law enforcement, fire, EMS and disaster preparedness, such as utility companies, public works and public health agencies.

All law enforcement, fire service, EMS, disaster response and participating public service agencies in the MARC region shall have access to mutual aid communications capabilities.

1.2 Role of the Public Safety Communications Board

The Public Safety Communications Board will oversee the development and operation of the regional 9-1-1 and RAMBIS systems supporting the voice and data needs of public safety and public service agencies operating in the Kansas City metropolitan area.

The Public Safety Communications Board duties and responsibilities include providing a structure that provides administration and fiscal responsibility for the system in the control of the participating agencies.

The Public Safety Communications Board shall:

1. Adopt a multi-year strategic and financial plan consistent with the overall goals of the communications systems, as defined in the Interlocal Cooperation Agreement and this document.
2. Adopt and implement annual action plans that support the goals and objectives of the multi-year strategic plan.
3. Establish procedures for use of funding mechanisms to support the systems.
4. Direct the planning, installation, administration, operation and maintenance of the regional 9-1-1 and public safety communications systems.

In the exercise of its official duties and functions, the board may:

- A. Enter into appropriate contracts or agreements, as may be required, to carry out its purposes;
- B. develop or cause to be developed plans and/or studies pertaining to the purpose of the board and/or that support the mission, goals and objectives of the regional public safety systems;
- C. employ or retain such attorneys, consultants or independent contractors as may be required to carry out its purposes;
- D. acquire any property, materials or services as necessary for its operations or to carry out its obligations and purposes within the limits of available funding;
- E. borrow money for its own purposes at interest rates;
- F. accept, receive and expend funds, grants and services;
- G. apply for and hold licenses for public safety frequencies to be used in regional public safety systems;
- H. own, lease or otherwise provide hardware and/or software necessary to support sharing of radio and 9-1-1 infrastructure between multiple agencies; and
- I. set standards for 9-1-1 service providers, network, location database and PSAPs.

1.3 Goals of Regional Public Safety Communications Systems

The Public Safety Communications Board formulated goals for the regional 9-1-1 and public safety communications system to guide the discussion and decision-making process. These goals are as follows:

Goal A: Enhance the quality of the Regional 9-1-1 System to ensure that all citizens and visitors have access to public safety services that are reliable, redundant, secure and diverse.

Goal B: Enhance communications capabilities between all public safety and emergency services agencies in the region.

Goal C: Enhance the communications, networking and information exchange between public safety agencies and strengthen relationships with public service agencies.

Goal D: Ensure the financial stability of the regional 9-1-1 and public safety communications systems to sustain their long-term viability as state-of-the-art communications networks.

Goal E: Expand high quality training and education programs for public safety personnel.

More specific goals, objectives and actions plans will be adopted through the multi-year strategic planning process.

1.4 Committees

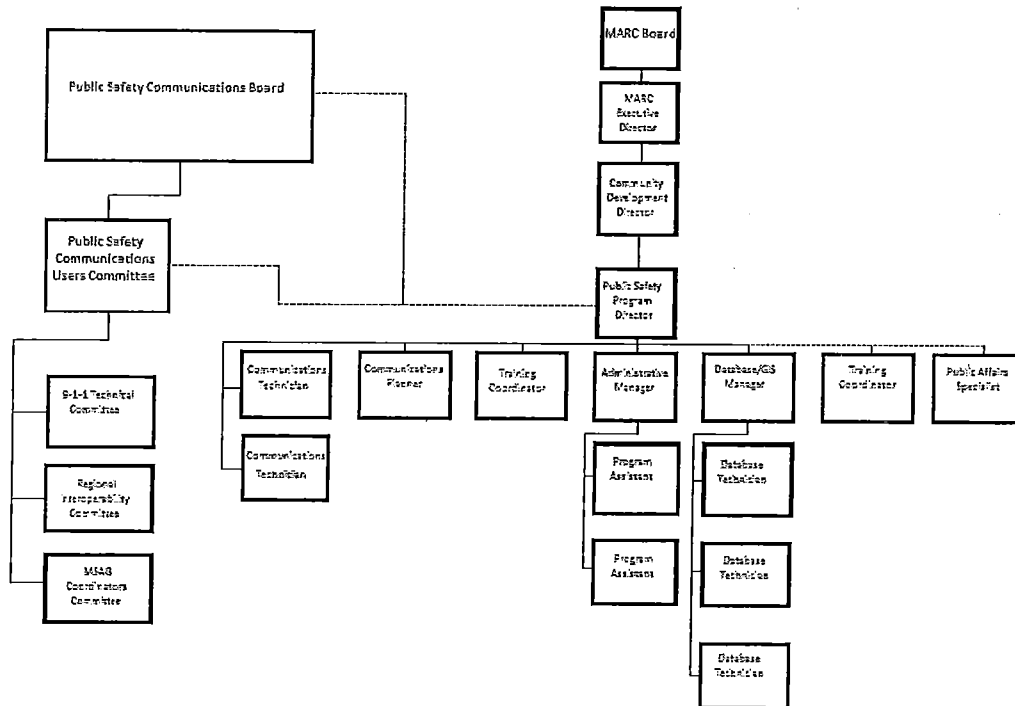
The Public Safety Communications Board has established the Public Safety Communications Users Committee to provide technical and management expertise to the board. The Public Safety Communications Users Committee is responsible for developing recommendations to the board regarding the day-to-day operation of the 9-1-1 and RAMBIS systems to include interoperability planning, expenditures from regional 9-1-1 funds and policy matters. Membership of the Public Safety Communications Users committee includes one voting representative from each PSAP participating in the regional 9-1-1 system.

The Public Safety Communications Users Committee shall create a Regional Interoperability Committee (RIC) to provide guidance and assistance by technical representatives on matters of operational policies, technical evaluation and interoperability planning. The members of the RIC may be appointed on the basis of technical expertise and geographical, functional and demographical diversity. The RIC is also a subcommittee of the Regional Homeland Security Coordinating Committee (RHSCC).

Any committee may appoint technical task forces as needed for focused analysis or specific activity.

REGIONAL PUBLIC SAFETY COMMUNICATIONS SYSTEM GOVERNANCE

STRUCTURE



2.0 Fiscal Policies

The Public Safety Communications Board is vested with the responsibility, authority and accountability to govern the regional 9-1-1 and regional communications systems in a manner that is fiscally responsible. These general policies have been established by the Public Safety Communications Board to guide stewardship of the financial and material assets of these systems.

2.1 Criteria for Cost-Shared Equipment and Services

The Public Safety Communications Board has the authority and responsibility to authorize regional expenditures on behalf of the participating agencies. The objective of these criteria is to

provide guidance regarding the purchase or lease of equipment to be cost-shared by the participating agencies.

While it is not possible to anticipate every situation or circumstance, the basic philosophy is that cost-shared equipment and services must enhance the regional 9-1-1 and/or regional communications systems and not just improve the operating efficiency of a particular public safety agency.

Premise 9-1-1 equipment that will be cost-shared includes the PSAP controllers and/or server equipment, integrated telephone workstations consisting of display and transfer capability, mapping software and data, headsets and printers. To provide the same minimum level of equipment quality throughout the regional system, all 9-1-1 premise equipment must be compatible with existing enhanced 9-1-1 equipment and must be approved by the Public Safety Communications Board. Appendix A identifies guidelines for some 9-1-1 premise equipment.

The Public Safety Communications Board will consider established funding priorities when considering expenditures. These priorities are included in the multi-year strategic plan. The policies for cost-sharing of the regional 9-1-1 system have been developed in accordance with the following criteria:

- A. The cost-sharing policies will be consistent with the goals and objectives established by the Public Safety Communications Board for the regional 9-1-1 system and RAMBIS as adopted in the multi-year strategic plan.
- B. The cost-shared equipment must enhance the regional system and not just improve the operating efficiency of a single public safety agency.
- C. Expenditures from 9-1-1 funds must support the regional 9-1-1 system and must be consistent with funding restrictions enacted by Kansas and Missouri legislatures.
- D. The cost-sharing policies must allow the public safety agency and Public Safety Communications Board to jointly determine the number of answering positions for a primary or secondary answer point, based on staff resources to operate the dispatch center and 9-1-1 call volume.
- E. Each answer point will have the flexibility to further enhance its 9-1-1 call-taking and dispatch operations by acquiring equipment in addition to that provided by the regional 9-1-1 system, upon approval of the Public Safety Communications Board. These enhancements will not be eligible for cost-sharing and must be funded by the answer point, in accordance with local policies and funding. Any non-cost shared equipment connected to the 9-1-1 system must be purchased by MARC and will be reimbursed by the answer point. Maintenance of that equipment will be assumed under the MARC 9-1-1 maintenance agreement.
- F. Regardless of whether the equipment is funded through cost-sharing by the regional 9-1-1 system or funded solely by the public safety agency, the public safety agency

and its authorizing governmental body are responsible for the operation of their answer points, handling of 9-1-1 calls, and compliance with all statutes, regulations and mandates.

- G. The Public Safety Communications Board will determine which public safety agencies or other authorized non-governmental entities will serve as cost-shared primary and secondary answer points. New primary or secondary answer points may be designated by the Public Safety Communications Board, provided the new primary or secondary answer point provides the equipment and staff resources to operate a 24-hour dispatch center and meets any other criteria established by the board with regard to the impact to the regional 9-1-1 system and the anticipated call volume at the new answer point. Each county, city or other public entity, in the case of cities or other public entities which execute this Agreement will decide which of the authorized answer points will provide primary or secondary 9-1-1 service for their jurisdiction. Authorized public safety answering points are expected to comply with all local, regional, state and federal statutes, regulations and mandates.
- H. As system enhancements are approved, all software and hardware will be cost-shared for existing primary, secondary and back up answer points.
- I. Maintenance costs of new primary or secondary answer points in areas not previously served by the regional 9-1-1 system are eligible for cost-sharing, provided the new answering point are approved by the Public Safety Communications Board, after a full analysis and consideration of the financial impact on the regional 9-1-1 system in relation to the anticipated call volume. The initial equipment and installation costs for new primary or secondary answer points in areas not previously served by the regional system are not eligible for cost-sharing and must be funded by the answer point.
- J. The number of 9-1-1 answering positions provided to a primary or secondary answering point will be determined by the Public Safety Communications Board, based upon the agency's ability and commitment to provide adequate personnel and the resources for CAD terminals, radios, workstation furniture, and telephone equipment/wiring for alternate and administrative numbers. Although considered on a case-by-case basis, a position must generally be staffed more than 50% of the time to be considered.
- K. Answering positions will not be cost-shared for off-site back-up facilities, except for those agencies that are deemed by the Public Safety Communications Board as too large to transfer their call volume to another PSAP, or when the Public Safety Communications Board approves a shared back-up facility for use by multiple agencies.
- L. The Urban Area Security Initiative Program (a Federal grant administered by the Mid-America Regional Council) has funded the initial costs of implementing the RAMBIS radio system infrastructure. The Public Safety Communications Board is

- responsible for ongoing management and maintenance of the system.
- M. The costs of ongoing operations and maintenance of RAMBIS and its microwave system shall be allocated as determined by the Public Safety Communications Board.

2.2 Cost-Sharing Calculation Policy

The Public Safety Communications Board shall establish equitable cost-sharing calculation policies for the regional 9-1-1 and Regional Communications Systems that are consistent with the Interlocal Cooperation Agreement, Kansas and Missouri Statutes, multi-year strategic plan and these Operating Policies.

The population counts for the nine counties, reduced for correctional institutions residents and Excelsior Springs, are used for the formula to share capital expenditures and ongoing monthly operating costs. The City of Excelsior Springs is its own taxing authority with regard to 9-1-1 services and therefore is responsible for its costs based on the per capita policy. The population counts used for the per capita allocation are those provided by the U.S. Census. A population percentage change will be effective no earlier than 9 months after approved by the Public Safety Communications Board. This advance notice will allow for the county to adjust its tax rates if needed for the following calendar year.

2.3 9-1-1 Fund Accounting

2.3.1 Revenue Administration

Each county in the regional 9-1-1 system has enacted local or statewide legislation that complies with appropriate state statutes for the assessment of an emergency telephone tax or surcharge. The service provider actually billing the end user is responsible for collecting and remitting this tax or surcharge in compliance with applicable law.

The MARC Public Safety Program Director shall establish a process to continually monitor and audit the collection and remittance of 9-1-1 revenue from all telecommunications service providers and telecommunications-like service providers operating in the area covered by the regional 9-1-1 system. The 9-1-1 revenue may include items such as wireline tax revenue, wireless surcharge revenue, voluntary contributions, fees and charges.

Revenue deposited with a county, city or other public entity, in the case of cities or other public entities which execute this Agreement in compliance with statutes or regulations shall be reported to MARC by both the service provider and the local government on a scheduled basis. Service provider revenue deposited with a county, city or other public entity, in the case of cities or other public entities which execute this Agreement will be maintained in a dedicated, interest bearing account, to be used only in support of 9-1-1 services as authorized by statute. Service provider revenue will not be deposited into the general fund of any county, city or other public entity, in the case of cities or other public entities which execute this Agreement.

Service revenue from telecommunications service providers or telecommunications-like service providers deposited with MARC is to be used only in support of the regional 9-1-1 system. Service provider revenue received by MARC will be allocated by account code to the

appropriate county, city or other public entity, in the case of cities or other public entities which execute this Agreement. The Public Safety Communications Board must authorize disbursements from this account.

All revenue information will be reported to the Public Safety Communications Board on a periodic basis and will form the foundation for annual revenue projections in the multi-year strategic plan and annual budget.

2.3.2 Expenditure Administration

The Public Safety Communications Board has the authority and responsibility to authorize regional expenditures on behalf of the participating agencies. The Public Safety Communications Board will consider established funding priorities when considering expenditures. These priorities are included in the multi-year strategic plan. Individual counties may expend funds locally in accordance with state statute limitations, provided regional obligations have been met.

Each participating county, city or other public entity, in the case of cities or other public entities which execute this Agreement is responsible for paying MARC its total share of the cost of the regional 9-1-1 system, including upgrades, based upon the Interlocal Cooperation Agreement and these policies. Upon approval of system expenditures by the Public Safety Communications Board, each county, city or other public entity, in the case of cities or other public entities which execute this Agreement, shall pay to MARC, an amount equal to its regional population percentage relative to the total cost.

MARC shall receive the monthly equipment, network and maintenance invoices from all vendors for the entire system, forward payment and allocate the costs to participating entities based on these policies. All expenses will be allocated within 30 days of the month in which the expense was incurred.

All 9-1-1 funds received by MARC shall be used only in support of the regional 9-1-1 system. Detailed revenue and expense reports will be provided to the Public Safety Communications Board on a periodic basis.

The MARC Public Safety Program Director shall establish a process to continually monitor and audit the expenditure of 9-1-1 funds by MARC and participating public entities. All expense totals will be reported to the Public Safety Communications Board as part of the development of the multi-year strategic plan and annual budget.

2.3.3 Equipment Replacement Fund

The Public Safety Communications Board, acting on behalf of the public entities participating in the regional 9-1-1 system, has invested millions of dollars in equipment upgrades to accommodate emerging technology and enhanced services.

A comprehensive plan for maintaining and upgrading this equipment includes the budgeting of a fixed percentage of the total equipment cost annually. This replacement cost is collected from the

participating public entities and deposited in a fund for cost-shared hardware and software replacement costs. Expenditures from the fund will be based on an equipment replacement and software upgrade plan adopted in conjunction with the annual budget.

2.4 Purchase Process

All major system purchases involving equipment will be coordinated utilizing a competitive bid process administered by MARC under the direction of the Public Safety Communications Board.

Equipment and services supporting the regional public safety communications systems may be acquired through the regulated tariff system, leased, or purchased. The Public Safety Communications Board may designate sole-source providers eliminating the competitive bid requirement when it is determined that there is only one source of the equipment or service that meets the technical or operational specifications of the system.

2.5 Property Management

The MARC Public Safety Program Director is responsible for maintaining detailed records of the status and location of all equipment owned and managed by the Public Safety Communications Board. All equipment will be tracked regardless of status. Items purchased on behalf of the Public Safety Communications Board will be affixed with tamper resistant asset tags to effectively track inventory. All equipment will be entered into the asset tracking software.

2.5.1 Disposal of Surplus Property

Surplus property is defined as assets determined to be obsolete, outmoded, antiquated or no longer usable by the regional public safety systems, or property for which future needs do not justify the cost of maintenance and/or storage.

Property valued at \$500 or less, that is no longer suitable or useful to the regional public safety systems, may be so designated by the MARC Director of Public Safety and disposed of in accordance with these procedures. Property valued at more than \$500 must be declared surplus in a specific action of the Public Safety Communications Board.

Prior to any disposition, the property/asset will be removed from the inventory records, any maintenance agreements, and proper disposal documentation will be maintained in the regional inventory file. An annual reporting of surplus equipment disposition will be made to the Public Safety Communications Board.

Surplus equipment may be destroyed, sold at competitive auction, traded-in against a regional purchase, or donated to public entities and/or non-profit organizations in the MARC region. MARC is not authorized to donate property to organizations outside the MARC region without specific Public Safety Communications Board approval. Prior to disposing of surplus equipment, other than by trade-in for a regional purchase, all PSAPs will be notified via e-mail of the availability of the equipment. A PSAP desiring to acquire the surplus equipment must make a request within two weeks along with an explanation of its intended use in order to facilitate the

decision to release equipment to that PSAP.

3.0 Public Safety Network Management and Coordination

MARC is an agent of public entities throughout the region and is responsible for coordination of 9-1-1 service. MARC will coordinate administrative issues involving the delivery of 9-1-1 service in the region. Service providers should not contact PSAPs directly regarding the offering of 9-1-1 services nor the administration of such services.

Coordination of the regional public safety systems is a major program activity of MARC. The MARC Executive Director shall appoint a Public Safety Program Director to work directly with the Public Safety Communications Board. The Public Safety Program Director shall have the authority and obligation to administer these policies.

MARC public safety staff will provide executive, administrative and technical support to the regional public safety communications systems. The Public Safety Program Director shall make assignments and direct the work of staff to accomplish the goals and objectives of the Public Safety Communications Board, as described in these Operating Policies, the multi-year strategic plan, annual action plan and adopted budget.

The MARC Public Safety Program Director shall serve as the single point of contact on behalf of all public safety agencies for 9-1-1 service providers operating in the jurisdiction of the regional 9-1-1 system. Additional duties and responsibilities consist of, but are not limited to:

- A. providing staff support to the committees to include scheduling meetings, preparing and sending meeting notices, preparing meeting summaries and maintaining official records of all formal actions;
- B. coordinating the installation, upgrade and ongoing inventory and maintenance of all 9-1-1 and regional public safety communications equipment owned and managed by the Public Safety Communications Board;
- C. monitoring telephone company services to ensure compliance with federal, state, regional and local regulations and performance standards;
- D. managing receipt of revenue related to regional public safety communications systems to include establishing and collecting fees for services;
- E. managing system expenditures, auditing network billings and tax collections, monitoring county 9-1-1 accounts;
- F. preparing a multi-year strategic plan, annual budget, and staff plan of action for consideration by the Public Safety Communications Board;
- G. represent the Public Safety Communications Board locally and the state and national level with regard to communications issues such as legislation, tariffs, telecommunications regulation, new technology and practices and procedures;
- H. serve as the point of contact for 9-1-1 promotion and education efforts of local governments and public safety agencies;
- I. manage the Automatic Location database, GIS Centerline File and Selective Routing database serving the regional 9-1-1 system;
- J. manage a comprehensive maintenance program designed to keep the regional 9-1-1

- and regional communications systems in continuous operating order; and
- K. administer the regional public safety training program.

The Public Safety Program Director is authorized to make non-budgeted expenses, not to exceed \$5,000, when deemed in the best interest of the regional 9-1-1 system and when the expenditure does not exceed the total of the adopted budget. There is no cap on the authority to make expenditures necessary to return any critical component of the regional 9-1-1 or public safety communications systems to operation following a malfunction or failure when there is insufficient time to obtain board approval. Formal notice of such expenditures will be provided at the next Public Safety Communications Board meeting.

Public entity participants provide funding for the public safety program, based upon the adopted budget. The annual budget is reviewed by the Public Safety Communications Users Committee and approved by the Public Safety Communications Board. The adopted budget is provided to each member of the Board and each of the participating county commissions and legislatures and city councils and boards. The coordination fee is calculated monthly and payable to MARC. Any funds not expended in a fiscal year are carried over to the following fiscal year and included in the preparation of the annual budget.

4.0 Network Administration and 9-1-1 Operations

The Public Safety Communications Board, in its capacity as governing body of the regional 9-1-1 system, has certain rights and authority to establish service and performance guidelines and specifications for the operation of the regional 9-1-1 system.

This responsibility requires that all 9-1-1 emergency service interconnection must protect, maintain, and further the high quality standards-based 9-1-1 emergency service available through the regional 9-1-1 system, but should not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to service providers or the participating counties.

The Public Safety Communications Board is responsible for policy oversight of the regional 9-1-1 system and as such, establishes technical and performance standards for all telecommunications service providers and those companies offering telecommunications-like services that integrate with the regional system.

The MARC Public Safety Program Director is authorized to establish interconnection agreements with telecommunications service providers and those companies offering telecommunications-like services for integration with the regional system under the guidelines contained in this policy with the ultimate goal to provide continuous, uninterrupted 9-1-1 telephone service of the highest possible quality for the citizens of the community.

All companies offering any service to any end user in the area covered by the regional 9-1-1 system will be subject to coordination through MARC and subject to the standards set forth by the Public Safety Communications Board.

4.1 Designated Network

Any service provider offering any voice telecommunications or telecommunications-like service to any end user in the area covered by the regional 9-1-1 system must connect to the MARC designated selective routers for integration into existing and planned Automatic Location Identification/Selective Routing (ALI/SR) systems. Service providers shall only interconnect with the MARC designated selective routers (or any other equipment) used to operate the regional 9-1-1 system and shall not directly trunk to any PSAP in the MARC region for the purpose of meeting its emergency services obligations.

4.2 Technical and Financial Demarcation

MARC shall establish procedures regarding the interconnection process (including and without limitation, all entrance and security procedures). Unless contrary to statute or regulation, all service providers offering any service to any end user in the area covered by the regional 9-1-1 system shall be financially and operationally responsible for all aspects of service up to the Demarcation Point. The "Demarcation Point" is defined as the ports on the MARC selective routers to which the service provider will connect per the terms of the interconnection agreement. MARC will at all times be financially and operationally responsible for all aspects of service from the Demarcation Point to the PSAP. The service provider is required to make connectivity into both MARC selective routers, and provide full redundancy of their network for customers in the MARC region.

The service provider will be responsible for paying a one-time amount ("Interconnection Charge") for connection to the MARC selective routers (and any other equipment) used to operate the regional 9-1-1 system. The Interconnection Charge shall be equal to the amount of MARC's costs and expenses in interconnecting the service provider to the MARC selective routers (but shall not include any costs or expenses on the MARC side of the Demarcation Point).

4.3 Review and Approval of Service Plan

The MARC Public Safety Program Director shall review and approve the proposed service plan of any new service (wireline, wireless or VoIP) before authorizing integration with the regional 9-1-1 system. The proposed service plans must be fully compliant with all applicable state and federal regulatory requirements including, without limitation, all requirements applicable 9-1-1 emergency services as established by the Public Safety Communications Board or other authority.

4.4 Trunking Requirements

MARC public safety staff will monitor the 9-1-1 trunks and answering positions in regards to usage by analyzing statistical reports. The decision to increase or decrease the number of 9-1-1 trunks will be made by the Public Safety Program Director to maintain a minimum of P.01 level of service.

MARC public safety staff will work with the telecommunications service provider to monitor the 9-1-1 trunks between control offices, switches, central offices and other facilities. The decision to increase or decrease the number of 9-1-1 trunks will be made by the Public Safety Program Director to maintain a minimum of two trunks for up to 10,000 lines/customers served and consideration of an additional trunk at every 10,000 lines/customers served thereafter. These are general guidelines that will be evaluated along with actual trunk usage statistics.

4.5 Routing Requirements

Any service provider offering any voice telecommunications or telecommunications-like service to any end user in the area covered by the regional 9-1-1 system is required to diversify their connections to the redundant MARC selective routers. MARC public safety staff will review and evaluate current call-routing diversity between the wireless/VoIP service providers, wireline central offices, the MARC selective routers, the ALI databases and the PSAPs on a routine basis.

4.6 9-1-1 Database

MARC shall serve as the single point of contact on behalf of all public safety agencies for 9-1-1 telecommunications service providers operating within the MARC region. The Public Safety Program Director is authorized to establish internal database management procedures and service provider requirements to ensure the effective maintenance of the regional 9-1-1 system. These procedures include items such as reconciliation of 9-1-1 and source databases, error processing, MSAG and GIS maintenance.

Any service provider offering telecommunications or telecommunications-like service to any end user within the MARC region is required to coordinate and cooperate with MARC regarding 9-1-1 database activities necessary to provide industry standard E9-1-1 emergency service. Service providers shall comply with current NENA standards and applicable laws, rules and regulations, or provide reasonable functional equivalence.

4.6.1 Subscriber Records

The service provider responsible for establishing telecommunications or telecommunications-like service for the end user is also responsible for providing the subscriber addressing information to the designated 9-1-1 Database Provider. The service provider will comply with all local, regional, state and federal regulations regarding the delivery of 9-1-1 database information. The service provider will utilize 9-1-1 data exchange, formats and content in the latest version of NENA Recommended Formats for Data Exchange.

When requested by MARC, the service provider shall provide an electronic copy of the 9-1-1 database of its, and its affiliates', subscribers having billing addresses within the 9-1-1 region, without charge. The service provider will utilize 9-1-1 data exchange, formats and content in the latest version of NENA Recommended Formats for Data Exchange.

4.6.2 Reconciliation of 9-1-1 Database

MARC reserves the right to require an annual reconciliation of the 9-1-1 ALI database with the

service provider source data as specified in NENA Recommended Measurements for Data Quality.

4.7 Continuity of Operations

4.7.1 Service Provider Disaster Recovery Plan

Any service provider offering any telecommunications or telecommunications-like service to any end user in the area covered by the regional 9-1-1 system will submit a Disaster Recovery Plan with their initial application for interconnection. The mandatory scenarios included in the Disaster Recovery Plan are: answer point outage, central office/switch isolation, third party provider failure and 9-1-1 Selective Router failure. Once approved, disaster recovery plans will be updated as needed and reviewed annually.

4.7.2 Network Outages

Any service provider offering any telecommunications or telecommunications-like service to any end user in the area covered by the regional 9-1-1 system will comply with all FCC notification requirements pertaining to system outages and will file a copy of the FCC network outage report with MARC within 48 hours. This FCC network outage report is for use only by MARC public safety staff and the Public Safety Communications Board.

4.7.3 PSAP Back-up Facilities

Answering positions for back-up facilities will be cost-shared by the Police Departments in Kansas City, Missouri; Independence, Missouri; and Kansas City, Kansas; and for a multi-jurisdictional backup center for agencies in Johnson County, Kansas. Back-up procedures for all other primary and secondary answer points will include routing 9-1-1 calls to another agency as part of the back-up procedures currently in place, or use of non-agency specific shared back-up facilities.

Quarterly, the PSAPs and MARC will review the disaster recovery plan procedures to determine that the 10-digit telephone numbers used under certain scenarios (i.e. tandem failure, central office isolation, and answer point outage) are correct for the designations receiving rerouted calls.

4.7.4 Regional Systems and MARC Operations

The Public Safety Program Director shall prepare a Continuity of Operations Plan for the regional 9-1-1 and regional communications systems to ensure continued operation of essential functions.

5. Future Revisions and Modifications of Policies

The policies in this exhibit can and should be reevaluated when the guidance is not clear or the operations and environment surrounding the 9-1-1 answer points or RAMBIS change significantly. The Public Safety Communications Users Committee and the Public Safety

Communications Board will have the duty and responsibility to review these policies and make changes as needed from time to time. The participating agencies will be notified of any impact on the 9-1-1 surcharge fund, fees or special assessments.

Appendix A

Items eligible as Cost-Shared 9-1-1 Premise Equipment

A cost-shared answering position includes Public Safety Communications Board approved 9-1-1 premise equipment necessary to receive 9-1-1 calls and associated data.

Headsets: Each answer point is authorized cost-sharing of one headset top and one headset bottom per FTE (full time equivalent) position and a minimum of two complete spare headsets. For agencies with more than fifteen (15) FTE positions, an additional one complete headset is permitted as a spare for each additional ten (10) FTE positions. Wireless headsets are not authorized as a cost-shared expense unless there are circumstances that require consideration and it is approved by the Public Safety Program Director.

Y-Adapters: Upon request, each answer point is authorized two Y adapters for use in training personnel.

Handset: Upon request, each answer point is authorized one handset per 9-1-1 answering position and may be provided one spare.

Headset extenders: Upon request, each answer point may be provided one headset extender per 9-1-1 answering position.

EXHIBIT B

MID-AMERICA REGIONAL COUNCIL

PUBLIC SAFETY COMMUNICATIONS BOARD

BYLAWS

MISSION STATEMENT OF THE PUBLIC SAFETY COMMUNICATIONS BOARD

The Public Safety Communications Board provides policy guidance and oversight for the metropolitan Kansas City 9-1-1 emergency telephone system to ensure that a high quality, reliable single number telephone system is available throughout the entire service area, which meets the needs of emergency response agencies and the public and is financed equitably by participating counties.

The Public Safety Communications Board provides policy guidance and oversight for the regional interoperability systems and interoperability planning that serves all first responders to ensure that a high quality, reliable method of interoperable communications is available throughout the entire service area, which meets the needs of and is financed equitably among participating emergency response agencies.

ARTICLE I: OFFICE

The principal office of the Public Safety Communications Board shall be located at the office of the Mid-America Regional Council, Kansas City, Missouri. The location of such principal office may be changed at the discretion of MARC and the Public Safety Communications Board.

ARTICLE II: MEMBERSHIP

The Public Safety Communications Board shall be representative of the cities and counties participating in the regional 9-1-1 system and RAMBIS. In accordance with Article VIII: Amendments to the Bylaws, the membership of the Board may be changed if the counties participating in the regional 9-1-1 system expands through full membership. Cities and counties participating in the regional 9-1-1 system through a service agreement shall not be represented

on the Public Safety Communications Board. The membership of the Public Safety Communications Board shall include 29 persons, including:

- 9 Presiding Commissioner, Chair of County Commission, or County Executive (or their designee by letter) of, Clay, Jackson, Platte and Ray Counties in Missouri and Leavenworth, Johnson, Miami, and Wyandotte Counties in Kansas, and a representative from the Cass County Emergency Services Board.
- 2 Additional MARC Board members appointed annually by MARC Chair.
- 4 Police Chiefs from the 4 largest cities by population (or their designee by letter) (Per the Census 2010, these cities are Kansas City, MO, Kansas City, KS, Overland Park, KS, and Independence, MO).
- 2 County Sheriffs, one from each side of the state line appointed by the MARC Chair.
- 2 Fire Chiefs appointed annually by the Metro Fire Chiefs Association.
- 2 EMS – Chief Executive Official from Kansas City Fire and EMS and Med Act.
- 2 Co-Chairs of the Public Safety Communications Users Committee.
- 4 Communications Supervisors appointed by Public Safety Communications Users Committee Co-Chairs (2 from each state).
- 2 Local elected officials appointed by the MARC Board Chair.

ARTICLE III: OFFICERS

Co-Chairs

1. The Public Safety Communications Board shall have two co-chairs, one from each side of the state line.
2. Regularly appointed co-chairs shall serve for a period of two years, serving on an alternating annual basis.
3. The co-chairs shall be appointed on an alternating annual basis. The yearly selection of co-chairs will be by the Chair of the MARC Board of Directors. The appointment of co-chairs shall take place to allow the term of office to commence on January 1st of each year.
4. Co-chairs may be re-appointed to serve additional terms.

5. The co-chairs shall preside at all meetings of the Board, appoint committees and their chairs, and perform other duties appropriate to such an office.

Vacancies

In the event that one of the co-chairs resigns from his or her position, the Chair of the MARC Board of Directors shall appoint a person to fill the unexpired term of the vacancy.

ARTICLE IV: COMMITTEES

1. The co-chairs shall appoint committees, as necessary, to fulfill the roles and responsibilities of the Board. The co-chairs shall appoint the chairs of any and all committees, with the approval of the full Board.
2. The Public Safety Communications Users Committee, a committee of the Board composed of representative of each 9-1-1 answer point in the Kansas City regional system shall provide technical advice to the Public Safety Communications Board.
3. A committee of the Board may create subcommittees, as needed.

ARTICLE V: MEETINGS AND COMMUNICATION

1. The Public Safety Communications Board shall meet as needed, at least quarterly.
2. Special meetings may be called by the co-chairs with three days' notice and delivered written, electronic, or confirmed voice notice to all voting members.
3. A minimum of fourteen days written notice and an agenda will be required for all regular meetings.
4. Special and regular meeting notices will be posted in the lobby of the MARC offices 48 hours prior to the meeting.

ARTICLE VI: QUORUM

Those members present at a meeting following proper notice of the time, date and location of the meeting shall constitute a quorum.

ARTICLE VII: PARLIAMENTARY PROCEDURES

1. All meetings shall be conducted in accordance with the latest version of Robert's Rules of Order.
2. All meetings shall be open to the public. The co-chair presiding over any meeting may call the Public Safety Communications Board into executive session to deal with matters relating to legal, personnel, real estate negotiations, or other matters that are applicable for executive session pursuant to the Missouri Sunshine Law and Kansas Open Meetings Act.

ARTICLE VIII: AMENDMENTS

1. Amendments to the bylaws may be presented at any regularly scheduled meeting of the Board. A copy of the proposed bylaw change shall be mailed to Board members at least 30 days prior to the meeting at which the vote will occur.
2. Bylaw changes require an affirmative vote by two-thirds of the members present at the meeting at which the vote is taken.