

JOINT ORDINANCE/RESOLUTION OF THE CITY OF NEVADA, MISSOURI AND THE COUNTY COMMISSION OF VERNON COUNTY, MISSOURI, DISSOLVING THE WESTERN MISSOURI 911 COMMISSION, PROVIDING FOR THE PAYMENT OF UNPAID OBLIGATIONS AND WINDING UP OF BUSINESS, AND PROVIDING FOR THE DISPOSITION OF ITS ASSETS ALL IN CONFORMITY WITH §70.260, RSMO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, AND BE IT RESOLVED BY THE COUNTY COMMISSION OF VERNON COUNTY MISSOURI THAT:

Whereas, the City of Nevada, Missouri, (“City”) and the County Commission of Vernon County, Missouri, (“County”) have heretofore organized the Western Missouri 911 Commission (“911 Commission”) and said “911 Commission” has provided central dispatch services for both entities since April 21, 2009; and

Whereas, the parties conclude that they have established a relationship of trust and confidence under which it will be mutually beneficial to recast their legal relationship under an intergovernmental cooperative agreement being executed simultaneously herewith, all of which will permit the continuation of the relationship in a more efficient, less cumbersome manner, which will improve the service and simplify both operation and maintenance;

Now Therefore, It is mutually Ordained by the City of Nevada, Mo. and Resolved by the Vernon County Commission, as required by §70.260 RSMo, as follows:

1. **Dissolution.** In conformity with §1.5 of the Joint Cooperative Agreement, and §70.260 RSMo, the “Western Missouri 911 Board of Directors”, also known as “Western Missouri 911” or “Western Missouri 911 Dispatch Center” is hereby dissolved effective 60 days after the **“turnover date”** between the city and county under an Intergovernmental Cooperative Agreement for 911 dispatch services being concluded between the parties. If the new contract is not initiated by May 31, 2016, the city will continue to contribute the sum of \$16,670 (and the county will continue to make monthly financial support as in the past) until the “turn over date” not to exceed 60 days.

2. **Possession of Assets – Confirmation of Payment of Contributions.**

Possession of Assets – Confirmation of Payment of Contributions. In conformity with §70.260 RSMo, on the **“turnover date”** all tangible and intangible assets of the Western Missouri 911 Commission will be placed and entrusted to the possession and control of the Sheriff of Vernon County, Missouri, to be managed and operated for the benefit of “County” and “City” in conformity with this document and the Intergovernmental Cooperative Agreement concluded and executed simultaneously this date. The parties confirm that each has paid in full all contributions due the “911 Commission” for all monthly

contributions up to and including May 31, 2016. If the parties are delayed beyond May 31, 2016, in arriving at a "turnover date" both parties will support the continued operation of the "911 Commission" with pro rata monthly contributions as in the past until the parties mutually execute the Intergovernmental Cooperative Agreement for 911 Dispatch Services; however, the delay to the "turnover date" shall not exceed 60 days after May 31, 2016.

Title to Assets – Present and Future Disposition.

a. **Title.** The parties recognize that §70.260.4, RSMo., provides that upon dissolution, all assets devoted to the "911 Commission", are owned in equal shares by the County and the City. This includes both the tangible (furniture, fixtures, and equipment, etc.) and the intangible personal property (data accumulated excluding geographical information systems mapping data). By this agreement the city in consideration of the provisions herein, abandons to the County any claim for remuneration as to its share of the tangible personal property, but retains an equal right, title, and interest in all presently accumulated or all investigative data hereafter accumulated. The parties agree that both entities will at all times have prompt, unencumbered access to all electronic investigative data, records and information.

b. **Termination at end of an annual renewal.** The parties anticipate that the Sheriff's Office will provide 911 Dispatch services for the City on an annual basis hereafter. It is agreed, should either party desire to withdraw from, or decline to renew, the relationship, at the end of any one year agreed term, (1) All tangible personal property devoted to 911 dispatch will be property of the County, and (2) two equally accessible copies of all electronic data (excluding geographical information systems mapping data) will be created with "County" and "City" equally sharing the cost, and a copy provided to each. Delivery of data will be completed on the date of termination of the service.

3. **Use of Assets.** Subject to the supervision and control of the "County Commission" of Vernon County Missouri, the Sheriff shall hereafter utilize the 911 dispatch assets to provide 911 Dispatch for the Vernon County Sheriff's Office and the City of Nevada, Missouri. The parties understand and agree that the Vernon County Ambulance District or other qualified entities may contract with the Sheriff and/or participate in a cooperative agreement for services after May 31, 2016.

4. **Employees.** In so far as reasonably feasible, the parties recommend that the employees of the "911 Commission" will be offered employment by the Vernon County Sheriff's Office, in the same positions and at the same rates of pay, and as nearly as

practical, with the same benefits, to be commenced at the end of the business date of dissolution of the "911 Commission".

5. Winding Up Business, Recasting Of Service Agreements, and Payment of Debt.

a. The parties recognize that it will be necessary for the Sheriff to obtain transfers or continuing agreements for the services necessary to continue 911 dispatch.

b. The parties agree to execute such documentation as may be reasonably necessary to assist the Sheriff in winding up the business of the 911 Commission.

c. Expenses of winding up the 911 Commission business will be shared equally by the county and the city.

d. The parties will arrange as may be necessary to report the dissolution of the 911 Commission to the Missouri Secretary of State.

e. In the event some debt or installment obligation survives 60 days after the "turnover date" when the Sheriff assumes responsibility for 911 dispatch services, the Sheriff will conclude those obligations with funds left over from 911 Commission operations and if inadequate assets exist, the County and City will promptly meet and confer and address and conclude the obligations sharing costs equally.

6. Employment Records and Reports - Insurance. The "911 Commission" and its staff, will coordinate, maintain and file the necessary employment tax records, forms and reports and coordinate assignment or reissuance of insurance, including if deemed needed and reasonable "tail coverage". Coordination will be needed with Mid-West Public Risk and the health coverage to offer Cobra coverage to any employees not absorbed by the Sheriff's Office. Upon the dissolution the Sheriff's Office will assume responsibility to provide the liability, auto, worker's compensation, unemployment insurance coverage for the 911 dispatch.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri this ____ day of _____, 2016.

City of Nevada, Missouri

By: _____
Brian L. Leonard, Mayor

SEAL
Attest:

Johnna Williams, Deputy City Clerk

PASSED, APPROVED AND ADOPTED by the County Commission of Vernon County, Missouri, this _____ day of _____, 2016.

Vernon County Commission

Joe Hardin
Presiding Commissioner

Neal Gerster
Northern Commissioner

Everett Wolfe
Southern Commissioner

Seal
Attest:

Mike Buehler, County Clerk

**Intergovernmental Cooperative Agreement
For 911 Dispatch Services**
Article VI, Section 16, Constitution of Missouri

This Agreement is made effective the ____ day of _____, 2016, (the **initiation date**) and is mutually agreed, by between the Vernon County Commission (“County”), the Vernon County Sheriff’s Office (“Sheriff”), and the City of Nevada, Missouri, (“City”) with the approval of their governing bodies, as applicable, that:

Whereas, the parties have heretofore utilized the Western Missouri 911 Dispatch Center Commission (“911 Commission”) aka “Western Missouri 9-1-1 Dispatch Board” a Chapter 70 RSMo., entity for 911 dispatch services, and

Whereas, the “911 Commission” is being dissolved by a joint Ordinance/Resolution in the manner required by §70.260, RSMo., and

Whereas, the joint Ordinance/Resolution addresses future possession, title and use of the jointly owned assets of the “911 Commission”, and

Whereas, the parties wish to recast 911 dispatch services in conformity with this Inter-Governmental Cooperative Agreement, under authority of Article VI, Section 16, of the Missouri Constitution;

Now therefore, it is mutually agreed that:

1. 911 Dispatch Services.

It is agreed that 911 Dispatch services to be located on property of the County will be provided by the Sheriff to the City for the term and under the conditions set forth in this agreement.

2. Possession, Title, and Use of 911 Dispatch Property.

Possession of Assets – Confirmation of Payment of Contributions. In conformity with §70.260 RSMo, on the **“turnover date”** all tangible and intangible assets of the Western Missouri 911 Commission will be placed and entrusted to the possession and control of the Sheriff of Vernon County, Missouri, to be managed and operated for the benefit of “County” and “City” in conformity with this document and the Intergovernmental Cooperative Agreement concluded and executed simultaneously this date. The parties confirm that each has paid in full all contributions due the “911 Commission” for all monthly contributions up to and including May 31, 2016. If the parties are delayed beyond May 31, 2016, in arriving at a “turn over date” both parties will support the continued operation of the “911 Commission” with pro rata monthly contributions as in the past until the parties mutually execute the Intergovernmental Cooperative

Agreement for 911 Dispatch Services; however, the delay to the “turnover date” shall not exceed 60 days after May 31, 2016.

Title to Assets – Present and Future Disposition.

a. **Title.** The parties recognize that §70.260.4, RSMo., provides that upon dissolution, all assets devoted to the “911 Commission”, are owned in equal shares by the County and the City. This includes both the tangible (furniture, fixtures, and equipment, etc.) and the intangible personal property (data accumulated excluding geographical information systems mapping data). By this agreement the city in consideration of the provisions herein, abandons to the County any claim for remuneration as to its share of the tangible personal property, but retains an equal right, title, and interest in all presently accumulated or all investigative data hereafter accumulated. The parties agree that both entities will at all times have prompt, unencumbered access to all electronic investigative data, records and information.

b. **Termination at end of an annual renewal.** The parties anticipate that the Sheriff’s Office will provide 911 Dispatch services for the City on an annual basis hereafter. It is agreed, should either party desire to withdraw from, or decline to renew, the relationship, at the end of any one year agreed term, (1) All tangible personal property devoted to 911 dispatch will be property of the County, and (2) two equally accessible copies of all electronic data (excluding geographical information systems mapping data) will be created with “County” and “City” equally sharing the cost, and a copy provided to each. Delivery of data will be completed on the date of termination of the service.

The provisions of the Joint Ordinance/Resolution dissolving the “911 Commission” address the possession, title and use of tangible and intangible personal property assets jointly and equally owned by the City and the County as established under Section 70.260, RSMo, and Article VI, Section 16 of the Constitution of Missouri. Those provisions are incorporated herein and remain binding on the County and the City. The provisions are as follows:

Use of Assets. Subject to the supervision and control of the “County Commission” of Vernon County Missouri, the Sheriff shall hereafter utilize the 911 dispatch assets to provide 911 dispatch for the Vernon County Sheriff’s Office and the City of Nevada, Missouri.

3. Term of Contract.

This agreement will continue from the initiation date to December 31, 2017, and for such further periods as the parties may mutually agree.

4. Control and Improvement of Service.

It is recognized that 911 dispatch is an essential protection for the public and it is the intent of the parties that the service provided will meet the needs and concerns of all. The Chief of Police of the City will individually when the need might arise, meet with the Sheriff and confer to improve the service and as necessary execute protocols or memoranda to solve issues. It is anticipated that the parties will meet publicly with the Commission from time to time to announce the conclusion of improvements in service.

In the unlikely event the Sheriff and the Chief are unable to resolve any issue to the mutual satisfaction of the parties concerned, the County will meet with the City Manager and/or Mayor and promptly attempt to resolve the issue.

5. Control of Capital and Operational Expenditures – to encourage Contract Renewals.

a. Contract Renewals - Proposed annual charges.

On or before the end of October, in any year of any contract term, the Sheriff will submit proposed annual charges to be imposed for service for the following term.

On or before the end of November, the agency utilizing the service will meet and confer with the Sheriff to work out concerns and conclude a Memorandum setting out the agreed contract term and agreed contribution for each year of the extended term.

b. Approval by Governing Body.

Prior to the end of December, the agency utilizing the service and the Sheriff will submit the Renewal Memoranda to the governing bodies (County Commission and City Council) for approval, to the end that contract renewals shall be concluded before the end of the year.

6. Contribution to Costs.

It is anticipated that County and City will both make contributions which will share in a fair manner the cost of service, however the city in no event will be asked to contribute more than \$200,000 annually unless hereafter mutually agreed.

Contributions to December 31, 2017.

- a. The County will contribute use of its office facilities at the Sheriff's Office, its share of the 911 dispatch tangible and intangible personal property including accumulated investigative data.

b. The City will contribute \$16,670 for each month of service.

In Witness Whereof, the City has executed this agreement this ____ day of _____, 2016.

City of Nevada, Missouri

By: _____
Brian L. Leonard, Mayor

(SEAL)
ATTEST:

Johnna Williams, Deputy City Clerk

In Witness Whereof, the Vernon County Commission has executed this agreement this ____ day of _____, 2016.

Vernon County Commission

Joe Hardin
Presiding Commissioner

Neal Gerster
Northern Commissioner

(SEAL)
ATTEST:

Everett Wolfe
Southern Commissioner

Mike Buehler, County Clerk