

**COOPERATIVE AGREEMENT  
FOR DISPATCHING SERVICES**

THIS COOPERATIVE AGREEMENT (Agreement) is made and entered into this 6<sup>th</sup> day of June, 2011, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter referred to as "the County"), and the **CITY OF** Oak Grove, **MISSOURI**, (hereinafter referred to as "the City").

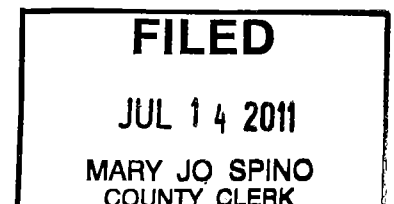
WHEREAS, the County, through its Sheriff's Office, is able to provide for the City, and other cities located throughout the County, dispatching services for calls received via the E-911 emergency telephone system from locations within the City's city limits; and,

WHEREAS, the County has proposed contracting with the City, and other cities, to provide these services; and,

WHEREAS, the parties have agreed that personnel employed by the County's Sheriff's Office at the Sheriff's headquarters will answer such calls and dispatch the City's police personnel to respond to all such calls for police services; and,

WHEREAS, the City will compensate the County for a portion of these services by paying an annual fee based on the City's pro rata share of the use of these dispatching services, out of all usage by various cities located within the County; and,

WHEREAS, the proposed cost to the various cities for these services is as follows:



Oak Grove	\$ 38,014.11
Grain Valley	31,678.43
Buckner	17,739.92
Lake Lotawana	13,938.51
Greenwood	10,137.10
Lake Tapawingo	7,602.82
Lone Jack	<u>7,602.82</u>
TOTAL	\$126,713.72

WHEREAS, these listed costs are not guaranteed and are subject the adjustment if one or more of the cities indicated elects not to participate in the proposed arrangement; and,

WHEREAS, this arrangement is in the best interests of the health welfare and safety of the citizens of the County and of the City; now therefore,

IT IS AGREED by and between the parties as follows:

1. The County shall continue its current practice of answering telephone calls placed from within the City's City limits via the regional E-911 emergency telephone system, and responding to calls to dispatch placed by the City's police officers, utilizing personnel employed by the County's Sheriff's Office at the Sheriff's Office's Headquarters located in Lee's Summit, MO. At the request of the City, County personnel may answer any other after-hours, non-emergency telephone calls for the City. If the City wishes for the County to answer such calls, then the parties will agree by separate memorandum as to the procedures for handling such calls.

2. County Sheriff's Office personnel will dispatch City police personnel to respond to E-911 telephone calls for police services received by the Sheriff's Office from within the City's territorial jurisdiction.

3. For calendar year 2011, the City shall pay the County the sum of \$ 38,014.11 for its services under this Agreement. Said sum shall be paid in quarterly installments with the first payment due within 30 days after this Agreement's execution and the remaining payments due on or before the first day of each succeeding calendar quarter under this Agreement.

4. This Agreement may be renewed annually by mutual agreement of the parties. The annual cost to the City specified in paragraph 3 hereof shall be in effect for the first three years of the Agreement, except that the County may request an increase if one, or more, other cities that is a party to an agreement with the County for dispatching services on the same terms as that with the City save cost, elects not to renew its contract. Cost for years after the first three years shall be negotiated between the parties after the second year.

5. The County will retain sole responsibility for the management and control of all County personnel performing services for the City pursuant to this Agreement. The County will establish a mechanism by which the City, and any other cities that are parties to such agreements with the County, may mutually agree upon and establish dispatching performance standards, and review the performance of dispatch personnel to determine compliance with those standards.

6. Neither party to this Agreement shall assume any responsibility or liability for the acts or inaction of the other party, or its officers, agents, or employees, except as provided in section 70.290, RSMo.

7. This Agreement shall be effective as of July 1, 2011, and shall continue

until December 31, 2011, unless sooner terminated pursuant to paragraph 8 below. This Agreement may be extended from year to year by mutual agreement of the parties, upon such financial terms as may be agreed upon. The County's Sheriff is authorized to negotiate and agree to any such extensions on behalf of the County.

8. Either party may terminate this Agreement by giving 90 days' advance written notice to the other party.

9. All financial obligations of this Agreement are subject to the appropriation of the necessary funds by the legislative or governing body of the party responsible for the payment.

10. Invalidation of any part of this Agreement by judgment or other court action shall in no way effect any other provisions, which shall remain in full force and effect.

11. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

County - Sheriff  
3310 NE Rennau Drive  
Lee's Summit, MO 64064

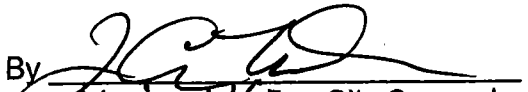
City - City of Oak Grove  
1300 S Broadway  
Oak Grove, Mo 64075

12. This Agreement incorporates the entire agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement on the date first written above.

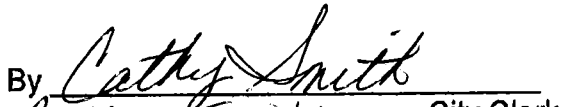
APPROVED AS TO FORM:

CITY OF Oak Grove

By   
Chris Wilkins, City Counselor


By   
MARK FULKS, MAYOR

ATTEST:

By   
Cathy Smith, City Clerk

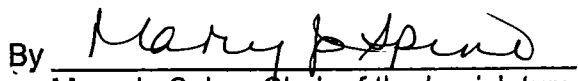
APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By   
W. Stephen Nixon, County Counselor

By   
Michael D. Sanders, County Executive

ATTEST:

By   
Mary Jo Spino, Clerk of the Legislature

**BILL NO.** 11-15

**ORDINANCE NO.** 1709

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT FOR DISPATCHING SERVICES BY AND BETWEEN THE CITY OF OAK GROVE, MISSOURI AND JACKSON COUNTY, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

**WHEREAS**, Jackson County, Missouri (“County”) currently provides dispatching services to the City of Oak Grove, Missouri (“City”) for calls received via the E-911 emergency telephone system from locations within the city limits and for calls requesting dispatch services placed by the City’s police officers; and

**WHEREAS**, the County has determined that it is necessary to charge the City and other cities utilizing these services for costs associated with providing the dispatch services; and

**WHEREAS**, Section 70.220, RSMo provides that any city may contract with any political subdivision for a common service; and

**WHEREAS**, Section 70.230, RSMo authorizes a city to exercise the power conferred by Section 70.220 by ordinance duly enacted; and

**WHEREAS**, the Board of Aldermen has determined that it is in the best interests of the City and its residents to enter into a cooperative agreement with the County to provide dispatching services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OAK GROVE, MISSOURI, AS FOLLOWS:

**SECTION 1.** That the Cooperative Agreement for Dispatching Services between the City of Oak Grove, Missouri and Jackson County, Missouri, is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 2.** That the Mayor of the City of Oak Grove, Missouri, is hereby authorized to execute said Cooperative Agreement and any other documents necessary to carry out the intent of this Ordinance, and the City Clerk is authorized to attest thereto, on behalf of the City.

**SECTION 3.** That this ordinance shall be in full force and effect from and after its passage and approval.

**SECTION 4.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED THIS 6<sup>th</sup> DAY OF June, 2011, BY THE BOARD OF ALDERMEN OF THE CITY OF OAK GROVE, MISSOURI.

*Mark Fulks*  
Mayor

ATTEST:

*Cathy Smith*  
City Clerk

APPROVED by the Mayor of said city this 6<sup>th</sup> day of June, 2011.

*Mark Fulks*  
Mayor

ATTEST:

*Cathy Smith*  
City Clerk

**EXHIBIT A**

**COOPERATIVE AGREEMENT FOR DISPATCHING SERVICES**