

**COOPERATIVE AGREEMENT  
FOR DISPATCHING SERVICES**

THIS COOPERATIVE AGREEMENT (Agreement) is made and entered into this 29 day of June, 2011, by and between JACKSON COUNTY, MISSOURI, (hereinafter referred to as "the County"), and the CITY OF Lake Lotawana, MISSOURI, (hereinafter referred to as "the City").

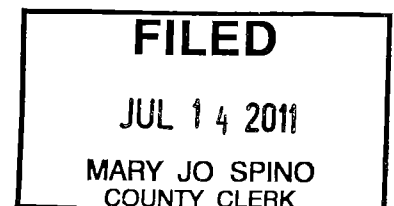
WHEREAS, the County, through its Sheriff's Office, is able to provide for the City, and other cities located throughout the County, dispatching services for calls received via the E-911 emergency telephone system from locations within the City's city limits; and,

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 13,938.51 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 - Mayor  
100 Lake Lotawana Road  
Lake Lotawana, MO 64086

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 Lake Lotawana, Missouri

By Paul A Campo  
Paul Campo, City Counselor

By Howard Chamberlin  
Howard Chamberlin, City Manager Mayor

ATTEST:

By Rhonda Littrell  
Rhonda Littrell, City Clerk

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By W. Stephen Nixon  
W. Stephen Nixon, County Counselor

By Michael D. Sanders  
Michael D. Sanders, County Executive

ATTEST:

By Mary Jo Spino  
Mary Jo Spino, Clerk of the Legislature

|               |         |                |         |
|---------------|---------|----------------|---------|
| BILL NO.      | 1035    | FIRST READING  | 6/21/11 |
| INTRODUCED BY | Calcara | SECOND READING | 6/21/11 |
| ORDINANCE NO  | 928     | PASSED         | 6/21/22 |

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

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, Jackson County, Missouri ("County") wishes to enter into an Agreement with the City of Lake Lotawana, Missouri ("City") for the purposes of providing dispatching services for calls received via the E-911 emergency telephone system from locations within the City's city limits; and

WHEREAS, the City has determined that it is in the best interests of the City residents to enter into an Agreement with the County to provide dispatching services.

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF LAKE LOTAWANA, MISSOURI, as follows:

**Section 1.** That the Board of Aldermen of the City of Lake Lotawana hereby approves the Cooperative Agreement between the City and Jackson County, Missouri for dispatching services ("Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

**Section 2.** That the Mayor is authorized to sign for and execute the Agreement on behalf of the City.

**Section 3.** That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

**Section 4.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

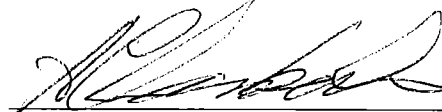
**Section 5.** That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

PASSED AND ADOPTED by the Board of Aldermen of the City of Lake Lotawana, Missouri, this 21<sup>st</sup> day of June, 2011.

The aye and nay votes recorded as follows:

|              |                   |
|--------------|-------------------|
| Welsh -- Aye | Calcara -- Aye    |
| Miles -- Aye | Needles -- Aye    |
| Reed -- Aye  | Falkenberg -- Aye |

APPROVED by the Mayor this 21<sup>st</sup> day of June, 2011



MAYOR

ATTEST:

  
CITY CLERK

