

Agenda
Joint City/County Commission Meeting
Monday, December 5, 2016
Ford County Government Center
Rose Room
5:30 PM
Meeting #5052

CALL TO ORDER

COUNTY COMMISSION ROLL CALL: Chairman Tasset

CITY COMMISSION ROLL CALL: Mayor Sowers

PRESENTATION:

1. Presentation of *Kansas Finest* Award to Special Deputy US Marshal Charlie Meade by Andrea Etzel, Editor of *KANSAS!* Magazine published by the Kansas Tourism Office, a Division of Kansas, Wildlife, Parks and Tourism

UNFINISHED BUSINESS:

- 1.

NEW BUSINESS:

1. Communications Agreement -Report by Ford County Attorney, Glen Kerbs.

UPCOMING MEETINGS:

1. Monday, February 13, 2017 6:00 pm -Joint Commission Meeting- Rose Room, Ford County Government Center
2. Monday, May 8, 2017 6:00 pm-Joint Commission Meeting- City Commissioners Chambers City Hall
3. Monday, August 14, 2017 6:00 pm -Joint Commission Meeting-Rose Room, Ford County Government Center
4. Monday, November 13, 2017 6:00 pm -Joint Commission Meeting- City Commissioners Chambers City Hall

1. **ADJOURNMENT:**

**ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT
FOR COMMUNICATIONS BOARD AND DEPARTMENT**

THIS ADDENDUM is to the Interlocal Cooperation Agreement for Communications Board and Department ("Agreement") dated March 3, 2008, by and between Ford County, Kansas ("County") and the City of Dodge City, Kansas ("City").

RECITALS

WHEREAS, the County and City established the Dodge City/Ford County Communications Board and Department in 1997 by Ford County Resolution No. 1997-9 and City of Dodge City Ordinance No. 3202;

WHEREAS, the County and City modified the 1997 agreement by entering into the Agreement dated March 3, 2008;

WHEREAS, the County and City desire to modify the Agreement dated March 3, 2008, with this Addendum;

AND WHEREAS, the Kansas Interlocal Cooperation Act (K.S.A. 12-2901 *et seq.*) provides that local governmental units may enter into agreements for joint and cooperative actions pursuant to the provisions of the Act.

ADDENDUM

NOW, THEREFORE, in consideration of the several provisions stated in the Agreement dated March 3, 2008, and the provisions stated herein, the parties agree as follows:

1. RECITALS. The recitals as set out above are hereby incorporated herein by reference.

2. **MODIFICATION.** Paragraph 10 in the Agreement shall be modified to read as follows:

10. ACQUISITION OF PROPERTY. (a) Except as provided for in paragraph 10(b), all personal and real property acquired by the Department shall be titled in the County but the ownership interest shall be fifty percent (50%) by the County and fifty percent (50%) by the City. In the event this Agreement is terminated, all personal and real property purchased or otherwise acquired shall either be distributed in kind or sold with any consideration received to be distributed fifty percent (50%) to the County and fifty percent (50%) to the City.

(b) The County has entered into a contract with Motorola Solutions, Inc., to lease-purchase an Astro 25 Trunked Radio System and Dispatch Center (hereinafter the "System"). Except for the dispatch console radio equipment, the County has agreed to and will purchase the System without the financial assistance or contribution from the City. The dispatch console radio equipment will be purchased with money from the Board Communication Equipment Reserve Fund and will be a joint asset subject to distribution as provided for in paragraph 10(a). Except for the dispatch console radio equipment, the parties agree the County will have and retain full ownership and control of the System. The County will provide for the operation, maintenance and licensing of the System. The County will have the exclusive right to move, relocate, alter and/or expand usage of the System at any time. In the event this Agreement is terminated, the County shall retain ownership of the System and the System, except for the dispatch console radio equipment, will not be considered in the distribution of all other personal and real property.

3. **OTHER TERMS AND PROVISIONS.** Except as to the modification set forth in paragraph two (2) above, all other terms and provisions of the Agreement dated March 3, 2008, shall remain in effect without modification.

IN WITNESS WHEREOF, the parties have executed this Addendum to Interlocal Cooperation Agreement for Communication Board and Department on this 5th day of December, 2016.

IN WITNESS WHEREOF, the parties have executed this Addendum to Interlocal Cooperation Agreement for Communication Board and Department on this 5th day of December, 2016.

**BOARD OF COUNTY COMMISSIONERS
FORD COUNTY, KANSAS**

Shawn Tasset, Chairman

ATTEST:

Debbie Cox, County Clerk

CITY OF DODGE CITY, KANSAS

Rick Sowers, Mayor

ATTEST:

Nanette Pogue, City Clerk

Approved by the Attorney General of the State of Kansas this _____ day of December, 2016.

By: _____