

7-7-93

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JOINT RESOLUTION AND ORDINANCE  
RESOLUTION NO. 1106  
ORDINANCE NO. 5895

JOINT RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF ATCHISON COUNTY, KANSAS AND ORDINANCE OF THE CITY OF ATCHISON, KANSAS, PROVIDING FOR THE ESTABLISHMENT OF THE ATCHISON COUNTY COMMUNICATIONS BOARD; PRESCRIBING THE NUMBER QUALIFICATIONS, AND MANNER OF APPOINTMENT OF ITS MEMBERS, ITS POWERS AND DUTIES; PROVIDING FOR THE ESTABLISHMENT OF THE ATCHISON COUNTY COMMUNICATIONS CENTER; PRESCRIBING THE NUMBER OF EMPLOYEES, AND APPOINTMENT OF ITS STAFF; AND PROVIDING FOR THE COSTS OF THE EXPENSE OF ITS OPERATIONS.



BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ATCHISON COUNTY, KANSAS, being in regular session in its office of the County Courthouse in Atchison, Kansas, this 7 day of July, 1993; and

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF ATCHISON, KANSAS, on the 21<sup>st</sup> day of June, 1993;

Section 1. The City Commissioners of the City of Atchison and the Board of County Commissioners of Atchison County, Kansas agree to consolidate their communications for the Atchison County Sheriff's Department, the Atchison County Rural Fire Departments, the Atchison County Emergency Medical Services, the Atchison County Emergency Preparedness Department, and the Police and Fire Departments of the City of Atchison, pursuant to authority of K.S.A. 12-2904.

Section 2. Definitions. As used in this joint resolution and ordinance the following definitions shall apply:

A. Board shall mean the Atchison County Communications Board.

B. Department shall mean the Atchison County Communications Center.

C. Director shall mean the Director of the Atchison County Communications Center.

Section 3. Communications Board Creation. There is hereby created the Atchison County Communications Advisory Board.

Section 4. Same-membership, term. The Board shall consist of the Atchison County Sheriff, Atchison Fire Chief/County EMS Director, Atchison Police Chief, one representative from the Atchison County Department of Emergency Preparedness, one representative of the Atchison City Commission, one representative of the Atchison County Commission, or their designee, and a member at large who shall be a resident of Atchison County and appointed by the Advisory Board. The members of the Board shall assume membership upon their appointment or election to their respective positions. They will serve on the Board as long as they hold their respective elected office or appointed position that qualified them for Board membership. The Director of the Atchison County Communications Center shall serve as an ex-officio member of the advisory Board.

Section 5. Meetings and Organization. The Board shall convene for its first meeting within thirty (30) days after passage of this agreement by the City and the County. The Board shall elect one member as its chairperson and one member as its vice-chairperson, and one member as its secretary. The terms of the chairperson, vice-chairperson and secretary shall be for one year. The Board shall adopt By-Laws which will outline the purpose, organization and responsibilities of such Board.

Section 6. Atchison County Communications Center Authority, Function, Responsibility, and location of the Communications Operations. The Center will provide communications for city and county agencies. The center will be physically located in the Atchison City Hall in an area readied for that purpose. The physical relocation of existing communications functions will be made as soon as practical and financially feasible after passage of this agreement by the Board of County Commissioners and the City Commissioners.

Section 7. Same-budget, disbursing agent. On or before the first day of May of each year, the Board shall submit for consideration by the Board of County Commissioners of Atchison County, Kansas, and the City Commissioners of the City of Atchison, Kansas, an a operating budget for the ensuing fiscal year. Such budget, as approved by both the

City and the County, shall be funded by a county sales tax or property tax, and a 9-1-1 tax as imposed by the aforementioned governing bodies. The Atchison County Clerk is hereby designated as the Custodian and disbursing agent for the total budget. In the event funds for communications services are received from sources other than prescribed above, then such funds shall be put into a fund for new equipment. The County Clerk shall keep and maintain records of all expenses incurred in operation of the Center and of all revenues received for the account of the Center. Such records shall be available for inspection by the City at all reasonable times. Monthly, or at such other intervals as the parties may agree upon, the County shall provide the City with a statement of the Center's revenues and expenses.

Section 8. Director of the Atchison County Communications Center. The Director shall be appointed by a majority vote of the Board. The Director shall serve in the capacity of a Department Head and shall exercise day to day supervision over all employees within the Center. The Director shall act as staff to the Board and the Director will be required to develop a written standard operating procedure for the Center to be approved by the Board. The Director shall be responsible for the employment and discharge of all personnel of the Center with the advice and consent of the Board. The Director shall be responsible for

providing a monthly report to the Board and said report shall be submitted by the Board to the City Commission and the County Commission detailing the activities of the Center.

Section 9. Employees. The Atchison County Communications Center shall be composed of one (1) Director; eight (8) full-time dispatchers; and two (2) part-time dispatchers. The current Communications personnel for the City of Atchison and Atchison County shall be given first consideration to fill the positions created by this agreement.

Section 10. Payroll. Commencing upon this agreement taking effect pursuant to Section 12. herein, the Director and all employees will be paid for their services rendered by the Finance Director of the City of Atchison in the same manner and at the same time as all other city employees. The Director and all employees of the Center shall have the same employment benefits, paid holidays, vacation and sick pay rights as well as all other City of Atchison employees. The City Finance Director shall submit a voucher, detailing all expenses, to the County Clerk for reimbursement of payroll expenditures.

Section 11. Equipment. All equipment owned by the City and County presently utilized in communications dispatch centers will be assigned to the Center. If this agreement is terminated, this equipment will be returned to the City or County who had previous ownership. Title to all new

equipment or real estate acquired by the center shall be in the Center and will be owned as fifty percent (50%) by the City of Atchison and fifty percent (50%) by Atchison County. Upon termination of this agreement, all equipment and real estate acquired or purchased by the Center will be returned to the City and County on this fifty percent (50%) formula.

Section 12. Agreement and Effectiveness Dates. This joint resolution and ordinance shall constitute an agreement between the City of Atchison and Atchison County and will take effect on the 1st day of January, 1994 and upon compliance with K.S.A. 12-2904 et seq., its publication once in the official city newspaper. A fully executed and attested copy shall be filed with the County Clerk of Atchison County, Register of Deeds of Atchison County, Kansas and the City Clerk of the City of Atchison, Kansas.

Section 13. Duration of Agreement. This agreement between the Atchison City Commission and the Atchison County Commission on the operation of the communications for the City of Atchison and Atchison County shall remain in effect from the date of execution of this agreement until terminated as provided herein. The City Commission or County Commission can unilaterally withdraw from this agreement by giving written notice on or before June 1 of any year to be effective as of December 31 of that year. The City Commission and the County Commission can agree to amend or

withdraw from this agreement at any time by a mutually agreed upon joint resolution of both Commissions.

Passed and approved this 21<sup>st</sup> day of June, 1993.

*John Bishop*  
MAYOR JOHN BISHOP

ATTEST:

*Phyllis J. Walton*  
CITY CLERK PHYLLIS J. WALTON

Passed and approved this 7 day of July, 1993.

*Susie Pickman*  
COUNTY COMMISSIONER SUSIE PICKMAN

*Connie Wilson*  
COUNTY COMMISSIONER CONNIE WILSON

*Russ Eckert*  
COUNTY COMMISSIONER RUSS ECKERT

ATTEST:

*Pauline M. Lee*  
COUNTY CLERK PAULINE LEE