

9-1-1 WIRELESS INTERLOCAL COOPERATION AGREEMENT

1. **Parties.** The parties to this Agreement are:

The Board of County Commissioners of Johnson County, Kansas (“County”)
The Sheriff of Johnson County, Kansas (“Sheriff”)
The City of Leawood, Kansas
The City of Lenexa, Kansas
The City of Olathe, Kansas
The City of Overland Park, Kansas
The City of Prairie Village, Kansas, and
The City of Shawnee, Kansas (collectively “Cities”)

2. **Purpose.** The purpose of this Agreement is to provide for the distribution of the wireless enhanced 9-1-1 local fee by the local collection point administrator to the County which shall exercise control over such fees as set out in this Agreement and assume the statutory reporting requirements to the State of Kansas for such fees. Such fees will be used only for the provision of wireless emergency telephone service, commonly known as a “wireless enhanced 9-1-1 service,” in conjunction with existing emergency telephone services provided through the regional 9-1-1 system established by authority of the 9-1-1 Interlocal Cooperation Agreement signed by Johnson County and the Master 9-1-1 Answer Point Sub-Agreement signed by the other Cities.

3. **Authority.** K.S.A. 12-2908 authorizes a municipality to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform. K.S.A. 12-5302, as recently amended during the 2004 legislative session by Senate Bill 153 (Wireless Enhanced 9-1-1 Act) provides for wireless enhanced 9-1-1 service and imposes a wireless enhanced 9-1-1 local fee in the amount of \$.25 per month per wireless subscriber account with a primary place of use in the state of Kansas (Wireless Enhanced 9-1-1 Local Fee).

4. **Cooperation.** The parties to this Agreement desire to continue to cooperate in the provision of emergency telephone services by sharing in the costs to provide enhanced wireline 9-1-1 service and wireless enhanced 9-1-1 service within Johnson County and the regional 9-1-1 system.

5. **Wireless Enhanced 9-1-1 Local Fees.** The parties hereby agree that the County shall be entitled to receive all of the Wireless Enhanced 9-1-1 Local Fees generated within the various parties’ jurisdictions. The parties desire that all such fees shall be remitted directly to the County by the Kansas League of Municipalities and the Kansas Association of Counties which have been designated as the “local collection point administrators” under the Wireless Enhanced 9-1-1 Act. In the event such fees are not directly remitted to the County, each City agrees to promptly

forward all Wireless Enhanced 9-1-1 Local Fee payments to the County within ten days of receipt.

6. **Use of Fees.** The County agrees that it shall use all Wireless Enhanced 9-1-1 Local Fees only for 1) implementation of wireless enhanced 9-1-1 service; 2) purchase of equipment and upgrades and modification to equipment used solely to process the data elements of wireless enhanced 9-1-1 service; and 3) maintenance and license fees for such equipment and training of personnel to operate such equipment, including costs of training personnel to provide effective service to all users of emergency telephone system who have communications disabilities. Such expenditures shall not include the cost to lease, construct, expand, acquire, remodel, renovate, repair, furnish or make improvements to buildings or similar facilities or for other capital outlay or equipment not expressly authorized by the Wireless Enhanced 9-1-1 Act. The County may expend these fees for ongoing costs directly related to the reception, processing and transfer of wireless 9-1-1 calls in Public Safety Answering Points (PSAPs) without requiring specific authorization by the 9-1-1 Executive Committee. Expenditures of such fees for any other authorized use will require an affirmative vote of not less than six (6) members of the 9-1-1 Executive Committee (including the Chair who may vote on such expenditures even if no tie vote exists).

7. **Accounting to Cities.** The County agrees to, and shall maintain, accurate books and records to account for its receipt and expenditure of Wireless Enhanced 9-1-1 Local Fees and such books and records shall be made available for inspection by the Cities, or any one of them, upon request. Such fees shall be deposited in a separate account controlled by the Johnson County Budget and Planning Office. Not less than twice each year, the County shall provide the Cities with a copy of the current year-to-date receipts and expenditures of Wireless Enhanced 9-1-1 Local Fees in sufficient detail for the Cities to determine whether the County is in compliance with this Agreement. The County shall also prepare and file all state reports required under the Wireless Enhanced 9-1-1 Act and shall be responsible for compliance with all regulatory provisions of the Act.

8. **Implementation of System.** The County agrees to provide the funding for wireless enhanced 9-1-1 emergency telephone service in accordance with the 9-1-1 Interlocal Cooperation Agreement entered into with the regional 9-1-1 system and will use the Wireless Enhanced 9-1-1 Local Fees received under this Agreement for the provision of such services.

9. **9-1-1 Executive Committee.** There is hereby established a 9-1-1 Executive Committee to approve expenditures for the use of Wireless Enhanced 9-1-1 Local Fees. Each party to this Agreement shall be a member of such committee and shall designate a committee representative. The chairperson of this committee shall be appointed by the Board of County Commissioners. Except as provided in Paragraph 6, the chairperson shall not vote on any matter unless a tie vote exists. The committee shall meet at least once per year and shall receive an annual accounting of 9-1-1 expenditures by the County and shall authorize any expenditure of Wireless Enhanced 9-1-1 Local Fees as required in Paragraph 6 of this Agreement.

10. **Termination.** It is contemplated that the term of this Agreement shall be perpetual. However, this Agreement may be terminated by the County upon not less than one year's prior written notice if Wireless Enhanced 9-1-1 Local Fees become unavailable or are insufficient to fund the wireless enhanced 9-1-1 service. Each City that is a party to this Agreement may individually terminate its participation under this Agreement: a) for convenience upon not less than one hundred eighty (180) days prior written notice to the County; or b) for cause upon thirty (30) days prior written notice to the County if County fails to cure a default under this agreement after a reasonable opportunity to cure. Upon termination by the County, the Wireless Enhanced 9-1-1 Local Fees shall be distributed to the Cities in accordance with the population of the City. Upon termination by a City to this Agreement, that City shall be directly responsible for its share of regional wireless 9-1-1 service costs payable to the Mid-America Regional Council (MARC) for any fees payable following the effective date of termination.

11. **Indemnification.** The County shall defend, indemnify and hold harmless each of the Cities from any and all loss, claims or causes of action caused, incurred or asserted as a result of the negligence or other actionable fault of the County or its agents and employees pursuant to the collection and expenditure of 9-1-1 Local Fees under this Agreement. Nothing in this Agreement shall be deemed to waive or abrogate any immunity or other limitation from liability under the Kansas Tort Claims Act.

12. **Controlling Law and Venue.** The Agreement is entered into and shall be controlled by the laws of the State of Kansas. The district court of Johnson County, Kansas, shall be the sole venue for litigation of any dispute arising under this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

14. **Severability.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provisions(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

15. **Notice.** Notice under this Agreement shall be deemed sufficient if given, in writing, to the City Clerk and the Chief of Police of the City. Notice to the County or the Sheriff shall be deemed sufficient if given, in writing, to the County Clerk and the Sheriff of Johnson County. Notice may be by mail, facsimile, hand-delivery, or any other reliable method.

16. **Additional Cities.** With the consent of a majority of the Executive Committee members, any city not an original signatory to this Agreement may become a party by entering into an

agreement substantially in the form of this Agreement. In such event, the voting requirements set forth in Paragraph 9 shall increase by one vote for each additional City.

17. **Execution in Counter-Parts.** It is contemplated that this Agreement shall be executed in multiple counter-parts by the County and Sheriff and then provided to each City for execution rather than circulating a single document among the several Cities. Each City shall provide its own signature page executed by appropriate City officials and return a fully executed copy of the Agreement to the County for its records.

Board of County Commissioners of Johnson County, Kansas

Annabeth Surbaugh, Chairman

Attest:

John A. Bartolac, County Clerk

Approved as to form:

Robert A. Ford, Assistant County Counselor

Sheriff of Johnson County, Kansas

Lynn C. Myers

City of Overland Park, Kansas

Ed Eilert, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Marian Cook
City Clerk

Robert J. Watson
City Attorney