

CITY COUNCIL STUDY SESSION

TO: Mayor and City Council
FROM: Mari E. Macomber, City Manager
SESSION DATE: August 3, 2009
TIME: 5:00 p.m.
PLACE: Second Floor Conference Room

We will be in the Second Floor Conference Room on Monday for the Study Session and will need to adjourn by 5:50 p.m.

AGENDA:

- **E911 Report**
- **Comprehensive Annual Financial Report Overview**
- **Newsletter Review – July 31, 2009**

E911 REPORT

Prior to the implementation of the Joint Services Agreement, each emergency service agency had an independent way of receiving emergency calls. We were fortunate, in that we had E911 service, but we had only one dispatcher on duty at a time. The Joint Services Agreement has been in place since 2000 and is a partnership with the City of Kirksville, Adair County (Sheriff's Department); Adair County Ambulance District; and Truman State University (DPS). There is also representation of the rural volunteer fire departments on the Board.

The Joint Service Agreement has resulted in improvements in dispatching, radio and telephone coverage, and emergency protocols. It has also served as a way for all emergency service providers to work closer together to improve their services to the community, and has improved efficiency and service to the public. Since its inception, there have been discussions centered on the funding mechanism of this service.

In 2005, the discussions resulted in a revision to the funding percentages paid by each organization. The City's contribution percentage went from 60% to 52.18%.

The Joint Service Agreement has discussed two things – 1) Future funding and pursuit of a dedicated source; 2) Allocation distribution of the agencies.

At its last meeting, the Joint Service Board decided that it was necessary to meet with each of the partners to discuss the funding of the E911 Center. Jim Hughes, Vice Chair of the Joint Service Committee and Don Crosby, Chairman of the Joint Service

Committee will be in attendance to discuss this with the Council and seek Council input and direction.

The Joint Service Board has discussed for several years, the need to identify and implement a designated revenue source. The concept that they wish to explore would be a designated sales tax. If this tax were presented to the voters and were approved, there would then be a separate board that would determine the services, and how the funds are used.

Currently the City pays \$230,000 to the service. The E911 center is located in the basement of City Hall, and some of the equipment in place today is equipment that was originally purchased by the City. The City has four representatives serving on the Joint Service Board which includes a total of 9 individuals – 1 – County Commission; 1- Sheriff; 1 – Truman State; 1 – ACAD; 1 – Rural Fire District. Though the City pays the majority of the costs, no member of the Joint Service Board has a majority of the vote.

Recommended Action:

The City Council is asked to review the attached documents, listen to the presentation prepared by Chief Hughes and ask questions. The City Council will be asked whether or not you support the pursuit of a designated sales tax for E911 Services.

COMPREHENSIVE ANNUAL FINANCIAL REPORT OVERVIEW

Each of you was presented with the City's Comprehensive Annual Financial Report (CAFR) for the year ending December 2008. This report provides a 12 month representation of the City's financial activity. Please bring this document with you on Monday.

The CAFR is prepared in conformance with generally accepted accounting principles and audited in accordance with generally accepted auditing standards by an independent firm of certified public accountants. This document includes a transmittal letter, which provides information on the city, financial controls and economic conditions.

You will find the Independent Audit Report prepared by Williams Keepers on page 1 and 2 of the document. The Report states that our financial statements present fairly in all material respects, which is what a community should expect. Following the Audit Report is our discussion and analysis of the financial records and is prepared by Laura Guy. Pages 17 to 52 include the financial statements for all of the City's funds, and are divided by fund type, which Laura can explain on Monday. The balance of the document includes required supplementary information on these funds, and a statistical section that includes historical information on sales tax rates, property tax information and community demographics.

This is a valuable comprehensive document that shows a snapshot of the City's financial picture and provides a historical record for the 2008 fiscal year.

Recommended Action:

Laura Guy will take some time on Monday to review the document with you, hitting the highlights and answering your questions. Later that evening, representatives from Williams Keepers will be at the Council meeting to present the audit and management letter to the City Council.

NEWSLETTER REVIEW – July 31, 2009

Attachments

Staff Report E911 – Jim Hughes

Presentation Outline

Joint Service Agreement – dated February 2000

Joint Service Agreement Amendment – dated March 2005

E911 Budget

Ballot Language

KIRKSVILLE CITY COUNCIL STUDY SESSION ATTACHMENT

SUBJECT: E911 Report

STUDY SESSION MEETING DATE: August 3, 2009

CITY DEPARTMENT: Police

PREPARED BY: Chief Jim Hughes

The 911 Joint Services Board is once again discussing the possibility of placing a tax initiative on some future ballot. The tax initiative would be designed to provide County-wide dedicated funding for the operation of the 911 Center.

On August 3, 2009 City Council will be provided with a short briefing on the development of the regional 911 Center, its current funding sources and past efforts to put a 911 tax before the voters.

Included with this attachment is a working outline that will help guide the proposed discussion, as well as other documents that will help in understanding the issues.

CITY COUNCIL STUDY SESSION
911 TAX/ISSUES
August 3, 2009

I. History

A. Pre 911 Center

1. Each Emergency Services (ES) agency had their own independent center (KPD/KFD combined since 1980's)
2. Only one dispatcher on duty for each agency
3. Calls transferred between/among appropriate centers (wasting time, confusing caller, etc.)
 - a. Multiple phone numbers (if non 911)
 - b. City has had 911 since 1970's
4. Significant lack of coordination
5. Many calls overwhelmed single dispatcher
6. Many in County did not have 911 capabilities
7. Lack of experience/training in crisis situations
8. Inefficient use of limited county-wide resources

B. Development of 911 Board/Center Efforts

1. It was an attempt to be more efficient and responsive to citizens and ES workers
2. 911 Joint Services Agreement 2/7/2000 (copy attached)
 - a. Established initial apportionment - fiscal responsibility
3. Members officially appointed April 19th 2000
4. 1st official meeting April 24, 2000
5. Chris Killday hired as coordinator on May 15, 2001
6. Center functional (summer/fall 2001 – summer/fall 2002).
 - a. Sheriff transferred as of 5/6/02
 - b. ACAD transferred as of 10/02
7. County established 911 phone surcharge, on land lines (approved by voters on April 4, 2000)
 - a. Phone revenues are not increasing
 - i. 2003 - \$63,164
 - ii. 2008 – \$52,016
8. County-wide 911 coverage (August/September 2002)
9. Recalculation of contributions/added members (spring 2004)
 - a. New joint services agreement (copy attached)
 - b. Council briefed in a study session (January, 2005)
10. Identified need to reexamine funding (2004)

- C. Shortcomings to current design
 - 1. Focused on need to get Center up and running
 - 2. On the cheap
 - 3. No dedicated funding
 - 4. Cities current contribution is \$230,000
 - 5. If things break, we owe 52.18% of those repairs
 - 6. No money for capital replacement (just two examples listed below)
 - a. Phone system replacement
 - i. 16 years old
 - ii. Can break down at any time
 - iii. City contribution would be \$60,007
 - b. Base station/repeaters replacement (narrow-banding)
 - i. Unknown exact age, but at least 23 years old
 - ii. Can break down at any time
 - iii. City contribution would be \$150,000
 - iv. Current Federal Mandate of 2011
 - 7. No money for improvements
 - a. Proactive vs. reactive
 - 8. 911 surcharge not increasing (and probably decreasing)
 - 9. Cell phone limitations/complications
 - 10. Serve/satisfy multiple government entities
 - 11. Complaints that city runs things
 - 12. Been very lucky on grants (will not last)
 - a. Field radios
 - b. 911 Consoles
 - 13. Staffing turnover
 - 14. EOC limitations

II. History of proposed tax initiative

- A. 2004-2006 the 911 board begins serious discussion of 911 tax (with involvement of City/County/ACAD officials)
 - 1. Included package for County-wide sirens
 - 2. 911 Chair addressed Council in January 2005
 - 3. Plan to put tax on ballot in 2006
- B. 2006 ACAD tax
 - 1. In response to proposed 911 Center tax
 - a. For benefit of community 911 withdrew their initiative
 - 2. No financial benefit to city or others
 - 3. No benefit to 911
- C. 2006-2007 revisited 911 tax
 - 1. In a City Council/County Commission combined meeting, measure was approved initially

- 2. Drafted language (see attached)
 - 3. City council withdrew support in August
 - D. 2008 County law enforcement tax
 - 1. No benefit to 911
 - 2. No benefit to city or others
 - E. 2009 City fire district tax
- III. Disadvantages
 - A. Decreases likelihood of getting public safety tax
 - B. Loose voting authority/control
 - C. Subject to make-up of an elected board
 - 1. Unknown motives/knowledge base of board members

ADAIR COUNTY, CITY OF KIRKSVILLE,
TRUMAN STATE UNIVERSITY AND
ADAIR COUNTY AMBULANCE DISTRICT

E-911 JOINT SERVICES
AGREEMENT

Articles of agreement made and entered into this 7th day of February, 2000, by and between the parties, Adair County, the City of Kirksville, Truman State University and the Adair County Ambulance District, all political subdivisions and agencies of the State of Missouri. It is hereby agreed by the parties as follows:

ARTICLE I - Purpose

In the interests of improving public safety, and to gain economy of operations, while maintaining, improving and coordinating the professional answering and processing of 911 emergency telephone calls in the parties' service areas, the Adair County 911 Call Answering Center is hereby established. The 911 Center shall be operated and maintained by the Adair County E-911 Joint Services Board and shall provide 911 call answering, related dispatch processing and notification services to the Adair County Sheriff's Department, the Kirksville Police and Fire Departments, the Adair County Ambulance District, Truman State University Department of Public Safety, the Novinger Community Volunteer Fire Department, the Northern Fire Department (Adair Rural Fire District #1), the Eastern Fire Department, the Greentop Fire Department, the LaPlata Fire Department, and the Southwest Fire Department (Adair Rural Fire District #3) for those service areas located inside Adair County. In addition, the Adair County 911 Call Answering Center will provide call answering, processing and notification services to other primary public safety response agencies and successor agencies to those named herein, with jurisdictions or service areas within Adair County.

ARTICLE II - Place of Operation

The Adair County 911 Call Answering Center shall be housed in the basement of the Kirksville City Hall, located at 201 South Franklin, Kirksville, Missouri 63501.

ARTICLE III - Legal Status

No obligation is incurred by the participating parties other than those specified in this agreement or as may be added by amendment properly executed in the manner hereafter provided. This joint services agreement is made in accordance with, and draws its primary

authority from RSMo 70.210 et seq.; the Joint Services Board shall derive its authority from the parties to this agreement as provided herein. However, the Board shall act autonomously from the political subdivisions which are parties to this agreement, except as otherwise provided herein.

ARTICLE IV - Commencement of Operations

The organization and implementation of the Adair County 911 Call Answering Center shall commence at such time and in the manner as all parties to this agreement shall hereafter provide.

ARTICLE V - Duration

The duration and existence of this agreement shall be continuous, until terminated as hereafter provided.

ARTICLE VI – The Adair County E-911 Joint Services Board

Section 1.

A separate and distinct Adair County E-911 Joint Services Board shall be established.

Section 2.

To oversee, manage and administer the 911 development project and the ongoing 911 telephone system which results, there is hereby established a seven-member 911 Joint Services Board consisting of the Kirksville Police Chief or other Police Department representative, the Kirksville Fire Chief or other Fire Department representative, one resident of the city appointed by the Kirksville City Council, the Adair County Sheriff or other Sheriff's office representative, the TSU Director of Public Safety, or other university representatives, the administrator of the Adair County Ambulance District, and a representative of the Adair County Fire Chiefs Association. Terms of board members will be continuous, but members will serve at the pleasure of the governing bodies of the city, county, TSU, ACAD and the Adair County Fire Chiefs Association respectively.

Section 3.

The E-911 Joint Services Board shall establish the operating procedures for the Adair County 911 Call Answering Center. The Board will meet as necessary, but at least quarterly, to provide the direction and oversight necessary for the effective design, installation and operation of the 911 system and the Adair County 911 Call Answering

Center. The 911 System Coordinator shall issue notices to the parties to this agreement of all meetings of the Joint Services Board.

Section 4.

The Joint Services Board shall appoint a chair and vice-chair from among its members on an annual basis. The chair shall cause the minutes of the Board meetings to be prepared and distributed to the various Board members, the Adair County Commission, the Kirksville City Council and the Adair County Ambulance District Board.

Section 5.

The City of Kirksville shall provide administrative, personnel and fiduciary services to the Adair County 911 Call Answering Center. All administrative, personnel, accounting, pay plan, budgetary and procurement policies of the Adair County 911 Call Answering Center shall be consistent with those of the City of Kirksville as it regards administrative operations; however, this shall not be interpreted to diminish the Board's responsibility for managing its personnel and controlling the disbursement of funds. For services contemplated under this section, the City of Kirksville shall be reimbursed for the lesser of actual costs or two (2) percent of the annual approved budget of the Adair County 911 Call Answering Center, excluding capital purchases.

ARTICLE VII. 911 Call Answering Center Employees.

Section 1.

The 911 Center Communications Coordinator position shall be appointed by the 911 Joint Services Board. The first person appointed to this position shall be the City of Kirksville's Communications Coordinator serving at the time of county-wide 911 activation. Dispatchers hired in the first year of center operation following county-wide 911 activation shall be recruited first from existing dispatch employees of the City of Kirksville, Truman State University Department of Public Safety, the Adair County Ambulance District and the Adair County Sheriff's office. If there are insufficient qualified applicants from these sources who wish to transfer to the Call Answering Center, the Board may recruit from the general population.

Section 2.

The day-to-day administrative operations of the Adair County 911 Call Answering Center shall be under the direction and management of a Communications Coordinator appointed by the Joint Services Board. The Communications Coordinator shall serve as the Board's administrative officer and will supervise all other call answering center

employees, and the general operation of the dispatch center subject to: (a) operating and management procedures established by the Adair County E-911 Joint Services Board; and (b) personnel and budget policies and procedures of the City of Kirksville. Call answering policies and related communications protocols and procedures shall be approved by the full board and not by the separate actions of individual board members.

Section 3.

The chief operations officer of each public safety department, or party to this agreement, may make a written request for minor changes to the policies, procedures and practices of the Call Answering Center. The Center Coordinator will consider each request considering if the change would: (1) be within the normal scope and practice of the dispatch personnel; (2) not necessitate additional staffing or costs; and (3) not negatively affect any other department served by this agreement. If the Center Coordinator denies a request for minor changes, the reasons for denial shall be provided to the chief operations officer in writing. The decision may be appealed to the Joint Services Board at their next meeting.

ARTICLE VIII. City of Kirksville

Section 1.

The Adair County 911 Call Answering Center Communications Coordinator and other persons assigned to the Center shall be employees of the City of Kirksville, except that direct supervision of employees of the Call Answering Center shall be as outlined in Article VII. Payroll and benefits shall be administered by the City of Kirksville and reimbursed by the Joint Services Board. Reimbursement to the City for the actual cost of payroll and benefits paid to Call Answering Center employees shall occur every two weeks, and shall be in addition to administrative overhead reimbursement as described in Section 5 of Article VI. Adjustments made in compensation and benefits for all other city employees shall apply the same to call answering center employees. The authority to hire, fire and evaluate Call Center employees shall rest with the Joint Services Board and the Communications Coordinator.

Section 2.

To facilitate interagency coordination, the Joint Services Board and the Call Answering Center shall utilize the same public safety computerized records management system (CODE-3) as is currently used by the Kirksville Police Department.

ARTICLE IX. Physician Medical Director

Section 1.

The Joint Services Board shall select a Physician Medical Director; however, the first person appointed to this position shall be the individual serving as Physician Medical Director for the Adair County Ambulance District at the time of county-wide 911 activation. The Physician Medical Director will serve as the Medical Director of the Call Answering Center. The Medical Director will approve all policies for pre-arrival instructions given to callers seeking emergency medical services. The Medical Director shall work with the Call Center Coordinator to review calls requiring pre-arrival instructions for quality assurance/improvement.

Section 2.

The Medical Director, in cooperation with the Call Center Coordinator, shall ensure that all personnel meet the education and skills competencies required for Emergency Medical Dispatching. All Dispatchers will be required to have successfully completed a Certified Emergency Medical Dispatch course. The Medical Director shall have the authority to require additional education and training for any employee who fails to meet the educational and skill competencies requirement and limit the scope of practice of those who deviate from established standards.

Section 3.

The Medical Director shall perform services for the Call Answering Center as part of the Agreement for Medical Director Services with the Adair County Ambulance District. The Ambulance District will compensate the Medical Director for services rendered to the Call Answering Center, so long as the Physician Medical Director selected by the Joint Services Board is the same individual selected by the Adair County Ambulance District. If a different Physician Medical Director is appointed by the Joint Services Board, the Medical Director compensation shall be paid by the Joint Services Board budget.

ARTICLE X. Financing

The cost sharing of the participating governmental units, the method of payment, and any special financing arrangements and ownership of property shall be as follows:

Section 1.

Adair County shall, subject to approval of a referendum in support of the same, levy and collect an Emergency Telephone Tax on telephone access lines serving areas outside

of the city limits of the City of Kirksville. The Adair County Commission shall remit 100 percent of the emergency telephone tax revenues received to the 911 Joint Services Board. The county's obligation to remit emergency telephone tax proceeds shall be limited to the amounts received from telephone companies collecting the tax. If this agreement is terminated as provided herein and/or the Joint Services Board is dissolved, the Adair County Commission shall immediately take whatever legal action is necessary to terminate the Emergency Telephone Tax.

Section 2.

All individual costs which can be exclusively assigned to any party to this agreement for the design, development and installation of the expanded 911 telephone system shall be paid by the governmental unit served by the goods or services.

Section 3.

In addition to revenues received under Section 1 of Article X above, the personnel and operating costs for the first year following county-wide 911 activation shall be paid by the participating parties based upon the following first year assessment formula: Adair County - \$21,000; City of Kirksville - \$210,000; Truman State University - \$59,500; and the Adair County Ambulance District - \$59,500. These contributions are made possible because the parties to the agreement will be transferring their current dispatch operations to the new county-wide Call Answering Center. Subsequent years' assessments will be calculated by first determining the total cost of personnel, operating and other costs, less available emergency telephone taxes and other revenues, then allocating this net amount to the parties based on the following formula: Adair County - six percent (6% excluding emergency telephone tax revenues); City of Kirksville - sixty percent (60%); Truman State University - seventeen percent (17%); and the Adair County Ambulance District - seventeen percent (17%). These amounts may be altered by the parties to this agreement based on services rendered and/or received by each entity, or such other basis as may be agreed to by the Joint Services Board.

Section 4.

The one-time expenses required to implement county-wide 911, as delineated in the GeoComm report of December 29, 1999, prepared for the County of Adair, shall be paid from the proceeds of the emergency telephone tax provided in Article X, Section 1 of this agreement. Initial one-time costs which are exclusively required for only one agency shall be separately paid for by the benefiting agency. Following the completion of installation and county-wide activation, future enhancements shall be assessed as determined by the Joint Services Board.

Section 5.

All payments for personnel and operating costs following 911 installation shall be disbursed by the City of Kirksville from a dedicated account established for this purpose. This account shall be separate from all other city accounts and will be furnished with funds from the parties to this agreement, as provided by Article X, Section 3 above, Emergency Telephone Tax revenues and other miscellaneous revenues including interest earnings, based upon the established annual budget and this agreement. Although generally subject to the City's purchasing policies, expenditures of the Joint Services Board shall be authorized only by the Board or the Communications Coordinator. The Board may establish additional fiscal policies which are not in conflict with fiscal policies of the City of Kirksville.

Section 6.

Equipment, furniture and maintenance costs of facilities furnished for the use of the Adair County 911 Call Answering Center shall be paid by the Adair County E-911 Joint Services Board.

Section 7.

Equipment, furniture and maintenance costs of facilities and equipment for sole use by any of the parties to this agreement shall be entirely paid for by the government agency served.

Section 8.

Equipment or furniture purchased for joint usage under this agreement shall be jointly owned in accordance with the cost sharing agreement. All equipment or furniture purchased for sole use under this agreement shall be owned solely by the participating jurisdiction.

Section 9.

The 911 Joint Services Board shall pay rent to the City of Kirksville for the non-exclusive use of space in City Hall at the rate of one dollar (\$1.00) per year.

ARTICLE XI - Budget Preparation

The annual operating budget shall be prepared by the Adair County E-911 Joint Services Board and submitted to the Adair County Commissioners, the Kirksville City Council, Truman State University and the Adair County Ambulance District Board in the format

requested and according to the City's budget submission schedule. The Adair County E-911 Joint Services Board shall submit to the Adair County Commission, the Kirksville City Council, Truman State University and the Adair County Ambulance District Board by September 1 of each year the estimated County, University, City and District share of the expense of the Adair County 911 Call Answering Center for the next fiscal year for inclusion in the Kirksville City budget. The annual budget of the Joint Services Board shall be approved yearly by the four entities listed in this paragraph prior to its inclusion in the city's consolidated budget.

ARTICLE XII. - Termination

Section 1.

The term of this agreement shall be three (3) years beginning eighteen (18) months after the passage of a referendum authorizing the 911 surcharge as provided in Section 1 of Article X above. After this three-year period, the agreement shall automatically renew unless one or more of the parties hereto shall give notice of their intent to withdraw from the agreement. The Joint Services Board shall be dissolved if one or more of the parties to this agreement shall withdraw, except that the withdrawal of Truman State University shall not cause the dissolution of the Board. All parties to this agreement shall give a minimum of six (6) months notice of their intent to withdraw from the agreement from and after the initial three (3) year period.

Section 2.

Termination shall not relieve participating governmental units of any financial obligation incurred before the effective termination date, under the terms of the agreement.

Section 3.

Upon termination of this agreement, equipment and furniture owned solely by a participating governmental agency shall be distributed according to the inventory of the Adair County E-911 Joint Services Board. Equipment and furniture owned jointly shall be distributed in a manner consistent with the basis of the member's contribution, as agreeable to each 911 Committee member or as a last resort by majority vote of the Board. Equipment and furniture which cannot be used by any of the parties to this agreement shall be liquidated and the proceeds distributed to the participating governmental units prorated upon the basis of percentage contributions during the last fiscal year in which the agreement was in effect. Prior to initial county-wide 911 activation, the Joint Services Board and the parties to this agreement shall approve an inventory of equipment, furniture and assets owned separately by each entity.

Section 4.

No equipment deemed by the 911 Center supervisor to be critical to the ongoing provision of public safety services shall be removed or liquidated until said essential equipment has been replaced to the satisfaction of the 911 Center Communications Coordinator.

Section 5.

The Adair County E-911 Joint Services Board shall not be dissolved, nor shall this agreement be terminated, when there remains any indebtedness incurred by or any undistributed equipment and furniture of the Adair County 911 Call Answering Center.

ARTICLE XIII. - Amendments

The terms of this agreement may be amended by approval of the proposed amendment by resolution of the participating governmental units.

ARTICLE XIV - Severability

If any provision of the agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of these Articles which can be given effect without the invalid provisions or application, and to this end the provisions of these Articles are declared to be severable.

ARTICLE XV. - Adoption

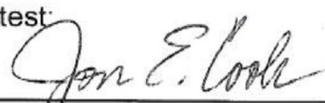
It is hereby mutually agreed that this agreement shall have full force and effect upon successful passage of an E-911 emergency telephone tax referendum and following resolution by the Adair County Commissioners, the Kirksville City Council, Truman State University and the Adair County Ambulance District Board approving this Agreement and authorizing and directing their respective officers to sign the same. Should the referendum authorizing an E-911 emergency telephone tax fail, or otherwise not be voted upon and/or approved within one (1) year from January 1, 2000, this agreement shall be null and void and of no force or effect.

Dated this 7th day of February, 2000.

February 4, 2000



Adair County Commission

Attest:


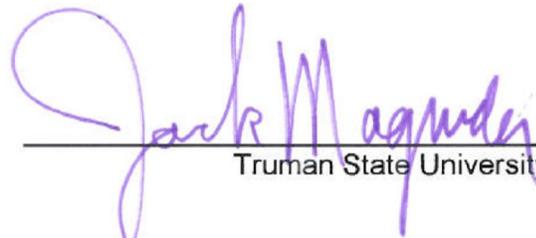
Adair County Clerk



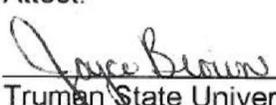
Kirksville City Council

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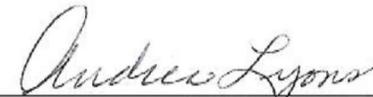

Kirksville City Clerk



Truman State University

Attest:


Truman State University



Adair County Ambulance District

Attest:


Ambulance District Secretary

AMENDMENT TO E-911 JOINT SERVICES AGREEMENT

Whereas, the parties hereto entered into an E-911 Joint Services Agreement on the 7th day of February, 2000, herein called the Agreement; and

Whereas, Article XIII of the Agreement provides that “The terms of this agreement may be amended by approval of the proposed amendment by resolution of the participating governmental units”; and

Whereas, the usage of the 911 Call Answering Center by the Adair County Sheriff has been greater than originally expected; and

Whereas, the participating parties have agreed to revise the percentage allocations to be paid by each of them as shown in the Agreement with an increase in the percentage for Adair County and a decrease in percentage for each of the other three parties; and

Whereas, the participating parties have agreed to add a representative of the Adair County Commission and another of the Kirksville City Council as members of the E-911 Joint Services Board; and

Whereas, the participating parties also wish to clarify the status of the telephone tax being paid by telephone users outside the City of Kirksville; and

Whereas, the participating parties believe the E-911 Joint Services Board should be free to consider and adopt its own administrative, personnel, procurement, and other policies and to contract with either the City of Kirksville or another agency to provide administrative, personnel and fiduciary services or to furnish its own administrative and personnel services;

Now, Therefore, It Is Agreed that the E-911 Joint Services Agreement entered into by the parties hereto on February 7, 2000, is hereby amended as follows.

1. Reallocation of Contributions. The allocation of required contributions by the parties, as shown in Article X, Section 3 of the Agreement, is modified in the following amounts:

<u>Party</u>	<u>Former Percentage</u>	<u>New Percentage</u>
Adair County	6%	16.26 %
City of Kirksville	60%	52.18%
Truman State University	17%	15.78%
Adair County Ambulance District	17%	15.78%

This reallocation is based on more than a year's experience in operating the county wide E-911 system, and the participating parties do not expect any further reallocation of contributions for at least three years, absent a major change of conditions. The E-911 Joint Services Board will provide all of the governmental entities a annual report of the financial status.

2. Changes in the Board of Directors. The number of board members, as shown in Article VI, Section 2 of the Agreement, shall be increased from seven to nine by adding a resident of the county to be appointed by the Adair County Commission and a resident of the city appointed by the Kirksville City Council.

3. Status of Emergency Telephone Tax. The Emergency Telephone Tax revenues collected by Adair County are transferred to the E-911 Joint Services Board for payment of the Board's indebtedness, and the telephone tax revenues of approximately \$50,000 per year are in addition to the County's allocation of contributions. Although the County is not given credit for the telephone tax revenues, it is acknowledged by all parties that such taxes are not paid by telephone users in the City of Kirksville, and that such taxes from outside the City of Kirksville are a critical component of the finances for the E-911 Joint Services Board.

4. Option for Removal from City Policies. The E-911 Joint Services Board shall have the option to operate outside of any or all of the administrative, personnel, accounting, pay plan, budgetary, and procurement policies of the City of Kirksville, notwithstanding the requirements in the Agreement to follow such policies, if the Board deems it advisable to do so after consultation with each of the four participating partners.

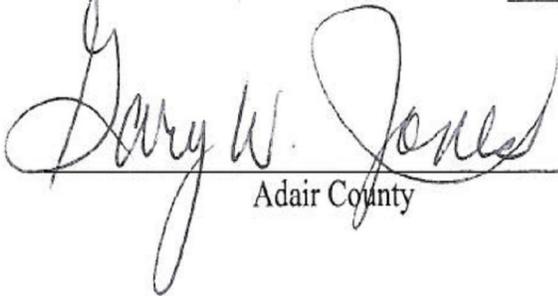
5. Option for Fiduciary Services. The E-911 Joint Services Board shall have the option to choose an agency other than the City of Kirksville to provide administrative, personnel and fiduciary services to the Adair County 911 Call Answering Center, and the E-911 Joint Services Board shall be free to contract for such services from the City of Kirksville or another agency, or to provide its own administrative and personnel services, notwithstanding the requirements in the Agreement to acquire such services from the City of Kirksville, if the Board deems it advisable to do so after consultation with each of the four participating partners.

6. Effective Date. The changes in allocation of contributions shall become effective for contributions due and payable for the month following the execution of this Amendment by all four participating partners. All other changes shall become effective upon such execution of this Amendment.

7. Confirmation of Other Provisions. All provisions of the Agreement that are not expressly amended by this Amendment are hereby ratified and confirmed.

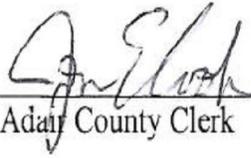
Amendment to E-911 Joint Services Agreement
Adair County, City of Kirksville, Truman State University,
and Adair County Ambulance District

In Witness Whereof, the respective parties have executed this Amendment as of the 9th
day of March, 2005

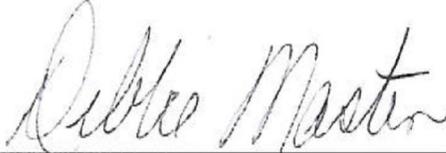


Adair County

Attest:



Adair County Clerk



City of Kirksville

Attest:



City Clerk

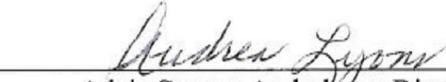


Truman State University

Attest:

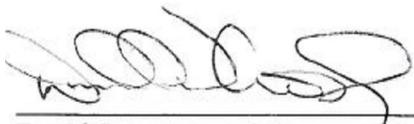


Executive Secretary



Adair County Ambulance District

Attest:



Board Secretary

E911 CENTRAL DISPATCH FUND 25	ADOPTED ADOPTED PROJECTED ACTUAL ACTUAL				
	2009	2008	2008	2007	2006
Revenues					
3110 Telephone E-911 Tax	\$51,000	\$55,000	\$52,016	\$58,997	\$58,613
3350 Contractual Fees	454,630	434,150	434,150	412,000	412,000
3980 Investment Earnings	650	1,200	546	1,000	1,439
3990 Miscellaneous	0	0	195	358	240
Program Revenues	506,280	490,350	486,907	472,355	472,292
Expenditures 25-10					
Personnel					
4000 Salaries, Regular	261,098	266,343	271,005	249,045	237,992
4010 Salaries, Temporary	28,672	23,293	19,612	15,113	18,448
4020 Salaries, Overtime	5,040	3,296	7,210	11,345	2,794
4030 Social Security	22,553	22,409	22,619	20,649	19,291
4060 Insurance, Dental	3,265	4,078	3,696	3,785	3,529
4070 Insurance, Life	756	756	735	754	688
4080 Insurance, Retirement	18,097	17,527	16,916	15,547	17,616
4100 Insurance, Unemployment	0	1,787	0	0	0
4110 Insurance, Work Comp	695	850	693	701	594
4130 Insurance, Health	37,913	37,933	34,747	33,787	32,940
Total Personnel Costs	378,089	378,272	377,233	350,726	333,892
Operating					
4500 Misc. Contract Services	13,000	12,500	12,500	14,036	13,759
4650 Telephone	57,000	55,388	54,424	49,765	50,136
4670 Lease/Lease Purchase	42,271	42,271	42,271	42,271	42,271
4770 Training	3,876	3,876	3,817	2,204	2,703
4780 Membership Dues	100	100	88	86	83
4790 Professional Publications	275	275	274	274	259
4800 Office Supplies	1,558	1,558	1,513	752	781
4850 Computer Supplies	400	400	200	392	312
4890 Printing and Copying	1,558	1,558	2,017	1,102	1,189
4900 Postage	225	225	84	43	46
4910 Minor Equipment & Supplies	1,000	1,000	980	849	0
4920 Computer Equipment & Software	100	100	48	4,048	142
4980 Radio Equipment & Maintenance	13,000	11,560	11,555	10,654	7,863
5030 Equipment Maintenance	9,500	8,650	8,159	4,051	3,864
5890 Electricity-Building	480	465	463	428	476
Total Operating Expenses	144,343	139,926	138,393	130,955	123,884
Capital 25-60					
7160 Infrastructure	0	0	0	16,843	16,843
Total Capital	0	0	0	16,843	16,843
Program Expenditures	522,432	518,198	515,626	498,524	474,619
Excess (Deficiency) of Revenues over Expenditures	(16,152)	(27,848)	(28,719)	(26,169)	(2,327)
Fund Balance, Beginning of Year	16,152	28,537	44,871	71,040	73,367
Fund Balance, End of Year	\$0	\$689	\$16,152	\$44,871	\$71,040

Jim Hughes

From: Chris Killday
Sent: Tuesday, July 28, 2009 2:44 PM
To: Jim Hughes
Subject: FW: Revised Ballot Language

Here is the ballot language.

Chris Killday
E911 Director
201 S. Franklin
Kirksville, MO 63501
660-665-5621
660-665-2545 Fax

-----Original Message-----

From: Laura Guy-Rice
Sent: Wednesday, July 11, 2007 5:28 PM
To: 'Abbott, Von'; Randy Behrens; 'adaircoso@hotmail.com'; 'adaircom@sbcglobal.net'; 'Don Crosby'; Jim Hughes; 'Jagger, Ray'; Mari Macomber; 'tjohnson@truman.edu'; 'david.reed@ACADEMS.ORG'; Chris Killday
Subject: Revised Ballot Language

As recommended from today's meeting, the ballot language was revised by our bond counsel as follows:

Shall the County of Adair impose a county sales tax not to exceed three-eighths of one percent (3/8 of 1%) for the purpose of providing central dispatching of fire protection, including law enforcement agencies, emergency ambulance service, including emergency telephone services, and other emergency services? If the sales tax is approved, the actual tax rate will be set each year at a rate (not to exceed 3/8 of 1%) that, together with any surplus revenues carried forward, will produce sufficient revenues to fund authorized expenditures.

The word "including" seems repetitive in the first sentence but she prefers to leave it to follow the Statute language.

Laura Guy, CPA
Director of Finance
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660-627-1251
660-665-0940 (fax)
lguyrice@kirksvillecity.com