

Agenda Item
March 19, 2013

Subject: Governmental cooperative contract between the City of Nevada and the
Vernon County Collector-Treasurer

Department: Finance

The City of Nevada real estate and personal property taxes are billed on the Vernon County tax statements. The attached agreement will authorize the Vernon County Collector-Treasurer to collect taxes on behalf of the City.

BILL NO. 2013-016

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA AUTHORIZING THE EXECUTION OF A GOVERNMENTAL COOPERATIVE CONTRACT WITH THE VERNON COUNTY COLLECTOR-TREASURER FOR THE COLLECTION OF CITY OF NEVADA PROPERTY TAXES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI. THAT:

Section 1. The agreement attached hereto as Exhibit 'A' and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and to attest the same.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this _____ day of _____, 2013.

Brian L. Leonard, Mayor

(seal)
ATTEST:

Beverly Baker, City Clerk

GOVERNMENTAL COOPERATIVE CONTRACT

THIS AGREEMENT, entered into this 5th day of MARCH, 2013 **BY AND BETWEEN** the City of Nevada, Missouri, hereafter referred to as **CITY**, the Vernon County Commission, hereafter referred to as **COUNTY** and the Vernon County Collector-Treasurer, hereafter referred to as **COLLECTOR**.

It is desired and intended by this Governmental Cooperative Contract that the parties set forth hereinafter shall enter an agreement as permitted by the Missouri Revised Statutes 50.332 and 70.220, et seq and 140.670, for the cooperative efforts to collect the taxes of the City of Nevada, Missouri, on property located within the boundaries of said City which is located in Vernon County, Missouri.

RECITALS:

WHEREAS, the City has the legal authority to assess and collect personal property and real estate taxes on citizens of Nevada; and

WHEREAS, Phil Couch is currently employed as Collector, within and for the County of Vernon, State of Missouri; and

WHEREAS, the City desires to enter into an agreement whereby the Collector will collect for the City, all taxes charged to the Collector for the City, and;

WHEREAS, the Collector is desirous to enter into an agreement with the City to collect said taxes and distribute those taxes to the City pursuant to the terms and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the City and the Collector hereby agree as follows:

EMPLOYMENT:

The City hereby engages said Collector as an independent contractor and the Collector hereby agrees to such engagement. This agreement shall begin on APRIL 1, 2013, 2013 and continue until the term of the current Collector expires on March 31, 2017, unless sooner changes by operation of law. Any request for amendments to or modifications of this agreement by either party shall be submitted in writing by September 1st of the current tax year before the next tax bills are printed.

COMPENSATION:

The Collector is to be compensated by receiving a percentage of the taxes he collects on behalf of the City. Such percentage is to be allocated as follows: One percent (1%) of all current taxes collected and four percent (4%) of all delinquent taxes collected.

Additionally, the Collector shall be allowed a seven percent (7%) add on penalty charge on all accounts collected from taxpayers on delinquent city taxes.

DISTRIBUTION OF TAXES:

The Collector hereby agrees to remit to the City all taxes due and owing to the City by the tenth (10th) day of each month, or as soon thereafter as is feasible. Should there be a lengthy delay; the Collector hereby agrees to notify the City in writing as to the reason for such delay.

RIGHT OF INSPECTION:

The Collector hereby agrees and acknowledges that the City has the right to inspect the books and records maintained by the Collector, and the City agrees that in the event it decides to exercise its right of inspection, it will do so with reasonable notice, at a mutually convenient time.

SEVERABILITY AND TOTALITY OF CONTRACT:

All agreements and covenants herein contained are severable, and in the event any of them shall be held invalid by any competent Court, this Contract shall be interpreted as if such invalid agreement of covenants were not contained herein. The parties to this Contract hereby agree and acknowledge that this Contract contains the complete agreement concerning the independent contracting arrangement between the parties and shall as of the effective date hereof, supersede all other agreements between the parties.

Dated the day and year first written above.

CITY OF NEVADA, MISSOURI

Brian L. Leonard, Mayor

(seal)
ATTEST:

Beverly Baker, City Clerk

VERNON COUNTY COMMISSION
VERNON COUNTY, MISSOURI

By: Bonnie M. McCord
Bonnie McCord
Presiding Commissioner

VERNON COUNTY COLLECTOR-TREASURER
VERNON COUNTY, MISSOURI

By: Phil Couch
Phil Couch
Vernon County Collector-Treasurer

(seal)
ATTEST:

Tammi Beach
Tammi Beach, Vernon County Clerk