# SCOTTS BLUFF COUNTY CONSOLIDATED COMMUNICATIONS CENTER INTERLOCAL COOPERATION AGREEMENT

## AMENDED

**WHEREAS,** the County of Scotts Bluff provides communication services for political subdivisions within the County through a consolidated communication center; and

**WHEREAS,** the County of Scotts Bluff agrees to continue providing communications services for political subdivisions with the County, but requires a financial contribution from those political subdivisions for the purchase and acquisition of equipment to operate a consolidated communications center; and

**WHEREAS,** it is in the best interest of the County of Scotts Bluff to participate in a consolidate communications center with the City of Terrytown; and

**WHEREAS,** it is in the best interest of the City of Terrytown to participate in a consolidated communications center with the County; and

**WHEREAS,** the County of Scotts Bluff and the City of Terrytown agree to enter into such an Agreement, pursuant to the terms of the Inter-local Cooperation Act; and

**WHEREAS,** the County Board of Commissioners of Scotts Bluff County, has reviewed this Agreement and have authorized the Chairman and the Board of Commissioners for Scotts Bluff County, Nebraska to sign this Agreement; and

**WHEREAS,** the City of Terrytown, Nebraska has reviewed this Agreement and has authorized the Mayor of the City of Terrytown to sign this Agreement; and

**IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:**

1. **TERM.** The term of this Agreement shall continue unless terminated as hereinafter provided.

2. **AGENCY DESIGNATION.** The Scotts Bluff County Consolidated Communications Center ("Communications Center") staffed and operated by Scotts Bluff ("County") agrees to provide communication services to political subdivisions within the County, including the City of Terrytown ("City") subject, however, to the terms of this Agreement.

3. **PURPOSE.** The purpose of the Communications Center shall be to provide communications services, at no charge, for Scotts Bluff County, Cities of Scottsbluff, Gering, Mitchell, Minatare, Terrytown and Villages of Morrill, Lyman, Melbeta, McGrew, and Melbeta ("participants") public safety agencies and ambulance and

medical services serving Scotts Bluff County, and such other duties as shall from time to time be established by the Advisory Board, provided the participants, including the City, agree to finance, on a pro rata share basis, based upon population, the cost to purchase, acquire and upgrade equipment needed by the County to provide communication services at no charge and as determined by the Advisory Board.

4. **ADVISORY BOARD.** The Communications Center shall be operated by a joint committee. This committee shall be known as the "Scotts Bluff County Consolidated Communications Center Advisory Board" ("Advisory Board"). The governing bodies of all political sub-divisions who are parties to this agreement may appoint one representative to be a member of the Advisory Board. Each representative shall have one vote.

   The representatives on the Advisory Board shall be appointed to one term by their respective governing body. Any representative may be appointed to succeed himself or herself on the Advisory Board for additional terms. Representatives shall serve without compensation, but shall receive reimbursement for actual and necessary expenses paid through the budget of the Communications Center.

   The Advisory Board shall elect a chairperson and a vice-chairperson from among its representatives. The vice-chairperson shall act in the absence of the chairperson. The Board shall meet at such time and place as specified by call of the chairperson or any four representatives. At least one meeting shall be held quarterly. A majority of appointed representatives shall constitute a quorum to conduct business at any meeting.

5. **ADVISORY BOARD DUTIES.** The Advisory Board shall be responsible for, adopting, maintaining and amending procedures governing the purchase, acquisition and upgrade of equipment to operate the Communications Center, adopting a budget for recommendation to all political subdivisions participating in the Communications Center; and any other things necessary to purchase, acquire and upgrade equipment for the Communications Center and backup system. All actions of the Advisory Board shall require an affirmative vote of the majority of votes when a quorum of the Advisory Board is present.

6. **RATIFICATION OF ACTION OF ADVISORY BOARD.** All actions of the Advisory Board shall, with the exception of the budget action and emergency actions, be reported to the Scotts Bluff County Commissioners and all the political subdivisions participating in the Communications Center within seven (7) days. Each participant shall have fifteen (15) days after receipt of such report to formally request it be placed on the agenda of the Scotts Bluff County Commissioners to discuss the actions of the Advisory Board. Failure to formally request being placed on the agenda shall be deemed acceptance of the action.

7. **APPROVAL BY POLITICAL SUBDIVISION, MAJORITY REQUIRED.** Any action of the Advisory Board shall be approved by majority vote.

8. **DIRECTOR, STATUS AND DUTIES.** The County agrees to fund and operate the Communications Center at no cost to the participants. The present Director of the Communications Center and all staff shall be considered employees of the County and shall be subject to the rules and regulations of the County Personnel System and shall be entitled to the benefits of the County Personnel System. The duties and responsibilities of the Director shall include; directions and management of the day-to-day operations of the Communication Center; hiring, replacement or removal of employees subordinate to him/her; attending meetings of the Advisory Board and give them an opinion on any matters submitted to him/her either orally or in writing, as may be required; accounting for all funds received and distributed by the Communications Center; preparing an annual budget for submission to the Advisory Board and performing such other duties as may be required by the Advisory Board. The Director shall not be the head or employee of any department using the services of the Communications Center.

9. **EMPLOYEES.** Any new employees or replacements shall be hired on a competitive basis, using the County's current hiring policy in force. Employees of the Communication Center shall be subject to the rules and regulations of the County and entitled to the benefits of the County Personnel System.

10. **FISCAL YEAR.** The Communications Center shall adopt a fiscal year budget commencing July 1st and terminating on June 30th of its succeeding year.

11. **CLAIMS.** All claims concerning the purchase, acquisition and upgrade of equipment for the Communication Center and backup system shall be processed by the County as all claims are presently processed and approved or denied, or as the processing may be amended.

12. **BUDGET, ADOPTION.** On or before May 15th of each year, the Advisory Board shall submit a recommended capital expenditures budget for the purchase, acquisition and upgrade of equipment for the Communications Center and backup system to the governing body of each participant. The governing body of the County shall, prior to September 20th of each year, adopt a complete budget for funding the Communications Center. The County will submit to every participant an audited financial statement which includes only that portion of financial reporting and management recommendations which pertain to the purchase, acquisition and upgrade of equipment for the Communications Center.

    The total amount requested will include capital expenditures for the upcoming year. The annual capital expenditure amount would include: communications equipment purchases, upgrades for communications software, licensing and maintenance

agreements for all equipment, including the backup system located at the City of Scottsbluff's Public Safety Building. The total amount would be reduced by any grant funding or other outside sources of funding that the Communications Center may receive (see Paragraph 14) and then divided, pro rata, according to the population of each participant.

13. **FINANCIAL PARTICIPATION.** To provide adequate financial support for the purchase, acquisition and upgrade of equipment for the Communications Center, each participant will annually contribute monies. The amount will be determined using a formula based on the latest Federal Census reflecting that participant's percentage of the total County population. Each participant's financial obligation will be due October 1st of each year and unless otherwise agreed will be limited to amounts set forth on the Communications Population Breakdown, attached hereto marked as Exhibit "B" and incorporated by this reference. If a participant objects to their contribution share or fails to budget and contribute monies to the Communications Center, then, not withstanding paragraph 18 herein, that action will automatically terminate this Agreement as to the participant and any payments made toward the purchase, maintenance and upgrade of the equipment at the Communications Center, to include the backup system, shall be forfeited.

14. **FUNDING AND GRANTS.** To purchase, acquire and upgrade equipment the Communications Center may cooperate with and accept and expend funds from federal, state, or local entities or associations, public or semi-private or private individuals or corporations and may carry out such cooperative undertakings and contracts as long as the same are for the purchase, acquisition and upgrade of equipment. Funds provided by outside sources such as grants, monetary donations or monies bequeathed to the Communications Center shall be applied directly to the financial obligation needed for the purchase, acquisition and upgrade of equipment for the Communications Center and used to reduce the required financial contributions for each participant.

15. **ALARMS.** The Communications Center will receive all annual permit fees paid with regard to the County alarm processing equipment systems and shall be responsible for the administration of the systems maintenance and repairs and upgrading. Scottsbluff and Gering shall receive and retain any false alarm fees charged by them with regard to the alarm system.

16. **SERVICES.** The Communications Center agrees to provide communication services, at no charge, for all Scotts Bluff County, Scottsbluff, Gering, Lyman, Minatare, Mitchell, Morrill, McGrew, Melbeta, Henry, Terrytown and outlying public safety agencies and ambulance and medical services serving Scotts Bluff County, and shall have adequate employees equipped and facilities to efficiently carry out this responsibility at all times. The Communications Center shall handle all after-hours telephone and radio notifications for all the above named entities to

include paging, utility service calls and all other official notifications as are necessary for effective operations of those entities.

17. **BACK UP SYSTEM.** The City of Scottsbluff's communications system shall be maintained as a backup system ("backup system"). The backup system equipment shall handle the services of the Communications Center in the event of failure of the main system or evacuation of the Communications Center. From time to time the backup system equipment shall be enhanced and upgraded as necessary to make it capable of performing its function, if required. The funds to provide, maintain, enhance and upgrade the backup system shall be provided by the Communications Center budget pursuant to this Agreement.

18. **TERMINATION.** Any participant may terminate their participation in this Agreement as of June 30th of any year provided, however, written notice of such termination must be delivered to the other parties not less than one hundred and eighty (180) days prior to the first day of June that year. This procedure shall be in addition to all remedies available by law to all participants in the Communications Center. If any participant terminates its participation in the Communications Center, the County agrees to discharge its obligation to provide communication services to the withdrawing participant, by sending any 911 calls to a telephone number provided by the withdrawing participant. Provided, if the County terminates this Agreement, then the remaining participants shall have the option to provide communication services utilizing the equipment of the Communications Center as well as the equipment purchased pursuant this Agreement.

19. **INTERLOCAL COOPERATION ACT.** Pursuant to the provisions of the Nebraska Inter-local Cooperation Act, and to the extent not specified in this Agreement, the parties further state as follows:

    No separate legal or administrative entity will be created pursuant to this Agreement.

    Existing agents of the respective parties will complete the terms of this Agreement.

    The obligations of this Agreement will be financed as may be provided for by law for each of the respective parties.

    Termination of this Agreement shall properly occur as provided herein.

    The parties acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon by law.

20. **LIABILITY.** Liability and responsibility for matters relating to the operation of the Communications Center shall be with Scotts Bluff County and Scotts Bluff County agrees to indemnify and hold harmless the other party to this Agreement from any

such liability or responsibility. During the term of this Agreement, Scotts Bluff County shall carry commercial general liability and professional liability and errors and omissions insurance coverage for itself and all employees of the Communications Center in an amount not less than $1,000,000 per year. In addition, Scotts Bluff County agrees to maintain such types, kinds and amounts of insurance to protect from the risk of loss of the Communications Center's equipment, software and other property used in providing services under this Agreement. All such policies shall contain a provision requiring the insurance company to notify the City at least thirty (30) days prior to the cancellation or termination of coverage.

21. **SEVERABILITY.** If any of the provisions of this Agreement, or the application thereof, to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions or application of this Agreement which can be given effect without the invalid provision or applications, and to this the provision of this Agreement are declared to be severable.

22. **SINKING FUND.** Under current law the County cannot establish such a fund, but would be supportive of legislation to implement such a system. If and when authorized to implement such system of necessary equipment and/or emergency situations that are related to the operations of the Communication Center. The type and amount of funds to be place in the sinking fund would be determined at the time it would be implemented by the Advisory Board.

23. **NOTICE.** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by Certified Mail, Return Receipt Requested, to the parties address as follows:

Scotts Bluff County, Nebraska
County Administration Building
1825 10th Street
Gering, NE 69341
ATTENTION: County Clerk

City of Terrytown, Nebraska
116 Terry Blvd
Gering NE 69341
ATTENTION: City Clerk

[SIGNATURE PAGE WILL FOLLOW]

DATED this 5th day of December, 2013.

ATTEST:

County Clerk

THE COUNTY OF SCOTTS BLUFF,

Chairman – Scotts Bluff County

ATTEST:

City Clerk

CITY OF TERRYTOWN,

Mayor