

City of Scottsbluff, Nebraska

Monday, September 17, 2018

Regular Meeting

Item Reports5

Council to consider the Fifth Amendment to the Police Agreement with the City of Terrytown and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin Spencer, Police Chief

FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment to Agreement (“Fifth Amendment”) is made September __, 2018 between the City of Scottsbluff, Nebraska, a municipal corporation, (“Scottsbluff”) and the City of Terrytown, Nebraska, a municipal corporation, (“Terrytown”).

On December 9, 1987, Scottsbluff and Terrytown entered into an Agreement whereby Scottsbluff, as an independent contractor, agreed to provide Terrytown certain police services. Terrytown agreed Scottsbluff’s law enforcement personnel would have authority to exercise law enforcement’s activities within the jurisdiction of Terrytown. The Agreement has been amended over the course of time and is now being amended per this Fifth Amendment.

The original Agreement has continuing effect for additional twelve (12) month periods with the current 12-month period expiring on August 1, 2018. Scottsbluff and Terrytown agree to extend the original Agreement and all amendments until September 30, 2018, at which time the Agreement will continue for an additional 12-month period or until September 30, 2018. Scottsbluff and Terrytown also agree to continue with the Agreement in effect unless either party gives a six (6) month written notice to the other party of its intention to terminate the Agreement.

Scottsbluff and Terrytown desire to amend paragraph 3 of the Agreement, entitled “Consideration” which shall now be amended to read as follows:

3. Consideration.

In consideration for the services provided by Scottsbluff to Terrytown, and other promises or undertakings of Scottsbluff under this Agreement, Terrytown shall pay to Scottsbluff, effective October 1, 2018, the sum of \$130,000 during each twelve (12) month term. The payments shall be made in equal monthly installments of \$10,833.33 per month and shall be made on or before the 10th day of each month, commencing October 1, 2018.

The consideration shall be up for review every five (5) years following October 1, 2018 and shall be adjusted on every fifth anniversary by an increase in the Consumer Price Index (“CPI”) since the date of this Fifth Addendum. For purposes of this paragraph, the CPI shall mean the Consumer Price Index of the Minneapolis Federal Reserve Bank (“Index”) or the successor of that Index. If the Index substantially changes the method of calculation of the CPI, an adjustment shall be made in the revised CPI which would produce results equivalent, as nearly as possible, to those which would be obtained if the CPI had not been so revised. If the CPI shall be discontinued or becomes unavailable to the public because its publication is

discontinued, or if the CPI for any other reason ceases to be a valid measure of the purchasing power of the consumer dollar, then Scottsbluff shall substitute a comparable index based upon changes in the cost of living or consumer purchasing power of the dollar published by any other Federal Reserve Bank or governmental agency, or if no such index is available, then a comparable index published by a major bank, other financial institution, university or recognized financial publication may be agreed upon.

In all other respects, the original Agreement dated December 9, 1987, its Amendments dated June 24, 1991, June 1, 2000, June 5, 2003, and December ____, 2005, as well as the current Fifth Amendment, shall continue to be in force and effect.

City of Scottsbluff, Nebraska,
a municipal corporation,

By _____
Mayor

Attest:

City Clerk (Seal)

City of Terrytown, Nebraska,
a municipal corporation,

By _____
Mayor

Attest:

City Clerk (Seal)