

# **City of Scottsbluff, Nebraska**

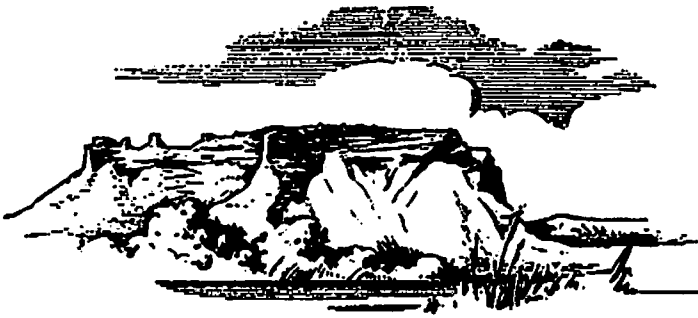
**Monday, July 1, 2013**

**Regular Meeting**

## **Item Public Inp5**

**Council to consider approving an Inter-Local Agreement with Scotts Bluff County for the Consolidated Communication Center and authorize the Mayor to execute the agreement.**

**Staff Contact: Rick Kuckkahn**



## *Scotts Bluff County Commissioners*

Administration Building  
1825 10th Street  
Gering, Nebraska 69341-2487

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(308) 436-6600

Scotts Bluff County Board of Commissioners  
1825 10<sup>th</sup> Street  
Gering NE 69341

June 17, 2013

Ladies and Gentlemen of the City/Village Board;

In 1984 the Scotts Bluff County Board of Commissioners became aware that the Federal Government was running out of funding for the relatively new and popular 911 system for handling emergency calls. It was decided by the Board to invite Gering and Scottsbluff as well as the other communities within the county to participate in applying for the funding to establish such a center under an Inter-Local Agreement. It seemed logical that the county would run the center, as well as staff the facility. We were the umbrella as it were, for the whole area.

Prior to this arrangement, each community provided its own radios and communications for their own emergency situations, and when additional help was needed, it was no more than a phone call away.

Scotts Bluff County was successful in being awarded a portion of the federal & state money and the balance was provided by the county along with equipment that was currently in use. More equipment was supplied by several of the participants. The center was built in the lower level of the County Administration Building. In 1990 an Inter-Local Agreement was signed between Scottsbluff and Gering and Scotts Bluff County. Buried in that agreement was a paragraph stating that Scotts Bluff County would also provide the service for the other communities within the County

This arrangement has been working for some 28 years, but as technology progresses, workload volumes increase, equipment wears out, and costs increase, the County can no longer provide the service, equipment and increased costs on its own.

Recently, through the Scotts Bluff County Communications Center, each incorporated community within the county was asked to contribute financially to the extent that monies were needed to update equipment and related software for the 911 Center.

The County decided how much money was needed to upgrade, and (we) divided that by the total number of the respective community population and sent a notice to that effect. Most every community responded to some degree, (generally 50%) and several at the requested amount. Banner County responded without even being asked.

We thank you all for the contributions.

This process has been long and arduous. Through direct communications, or publications each entity has been aware of this situation for at least 4 years. Financial support for the Communications has been on the table since 2008 when the County hired a new Communications Director.

It has come to the point where you, as a governing body, need to understand completely that the County is under no obligation to provide communications, dispatching and 911 services for any community except as defined by the Inter-Local Agreement of 1990.

We are not governed by the State or Federal Government. We are not bound by any laws to provide this service, and we cannot force any community to contribute financially. Technology and the associated costs have increased tremendously since 1990.

Now, at this point in time, and as difficult as it is, we need to be very precise in our communications.

Scotts Bluff County is hereby exercising its option to drop out of the Inter-Local Agreement as established October 1, 1990 and draft a new inter-local agreement.

Please consider June 17, 2013 as your official notification date and consider December 17<sup>th</sup> as the end of your official 180 day notification period as provide by, and pursuant to, the Inter-Local Agreement paragraph 26, October 1, 1990, after which time Scotts Bluff County will no longer be a participant in dispatching or communication services with your community.

Effectively, this means that you are now at liberty to build your own Communication Center.

The County is prepared; however to immediately enter into a new Inter-Local agreement which will more clearly define the duties, participants, responsibilities, and financial contributions as we move forward.

Participation in a combined center makes perfect sense, and under the new agreement we will all contribute financially to its success. The County will no longer shoulder all the costs associated with the newer technology and updated equipment and continue to provide the service to all the communities within the county at no cost.

The new Inter-Local Agreement reflects the above concept.

We understand that there is some trepidation concerning future assessments, and to that end, we have an agreement (Attached). After the initial capital investment, we expect a simple maintenance budget, with the County continuing to supply all the licensing, staff, management, facility et. Al.

Additionally, we will notify each political subdivision before your budget preparation of each year with the anticipated request will be for your following year budget. That request will only be for hardware, software and capital improvements beginning in 2014-15, and will be a lesser amount than we have requested in 2012-13 and 2013-14. Since your fiscal year begins on October 1<sup>st</sup>, you may consider the amount requested due at that time and delinquent on December 17th. We certainly hope this meets your approval.

**The new Inter-Local agreement is attached and if you are Interested in having the County continue 911 and dispatching service for your community after October, you will need to put this item on your respective agendas and vote to participate. (Attachment 1).**

**Your share of the 2013-14 Combined Communication Center financial responsibility can be determined with the schedule. (Attachment 2)**

Thank you for your understanding.

Scotts Bluff County Board of Commissioners

Attachment (1) New Inter-local agreement

Attachment (2) Budget request for 2013-14

Attachment (3) population breakdown

**SCOTTS BLUFF COUNTY CONSOLIDATED  
COMMUNICATIONS CENTER  
INTER-LOCAL COOPERATION AGREEMENT**

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

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

**WHEREAS**, the County of Scotts Bluff and the City of Scottsbluff wish to enter into such an Agreement , pursuant to the terms of the Inter-local Cooperative Act; and

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

**Whereas**, the City Council of Scottsbluff, Nebraska has reviewed this Agreement and has authorized the Mayor of the City of Scottsbluff 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 be perpetual unless terminated as hereinafter provided.
- 2. AGENCY DESIGNATION.** The Scotts Bluff County Consolidated Communications Center established pursuant to the terms of this Agreement shall function as a department of the County of Scotts Bluff, subject, however, to the terms of this Agreement. The department shall be known as the "Scotts Bluff County Consolidated Communications Center".
- 3. PURPOSE.** The purpose of the Scotts Bluff County Consolidated Communications Center shall be to provide communications services for Scotts Bluff County, Cities of Scottsbluff, Gering, Mitchell, Minatare, Terrytown and the Villages of Morrill, Lyman, Henry, McGrew, and Melbeta 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.
- 4. ADVISORY BOARD.** The Communications Center shall be administered by a joint committee consisting of eight members. This committee shall be known as the "Scotts Bluff County Consolidated Communications Center Advisory Board" ("Advisory Board"). The governing bodies of Scotts Bluff County, City of Scottsbluff, City of Gering, City of Terrytown, City of Mitchell, City of Minatare and the Village of Morrill shall appoint one of its members to be a member of the Advisory Board. The remaining entities of the

Village of Lyman, Village of Henry, Village of McGrew and the Village of Melbeta may collectively appoint a member.

The members of the Advisory Board shall be appointed to one term by their respective governing body. Any member may be appointed to succeed himself or herself on the Advisory Board for additional terms. Board members shall serve without compensation, but shall receive reimbursement for actual and necessary expenses paid through the budget of the Communications Center with the County Commissioners approval as referred to in Paragraph 13.

The Advisory Board shall elect a chairperson from among its members. The Board shall meet at such time & place as specified by call of the chairperson or the County Board of Commissioners at least one meeting shall be held quarterly.

5. **ADVISORY BOARD DUTIES.** The Advisory Board shall be responsible for, adopting, maintaining and amending a policy governing the operations of the Scotts Bluff County Consolidated Communications Center, adopting a budget for recommendation to the parties to this Agreement; and any other things necessary to carry out the purposes of this Agreement. All actions of the Advisory Board shall require a quorum of six.
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 entities participating in this Agreement within seven (7) days and each governmental entity shall have fifteen (15) days after receipt of such report to recommend any changes. Failure to formally recommend any changes within fifteen (15) days shall be deemed acceptance of the action. Upon complete financing by the County, the Advisory Board will report budget recommendations only to the Scotts Bluff County Board of Commissioners.
7. **APPROVAL BY POLITICAL SUBDIVISION, MAJORITY REQUIRED.** Any action of the Advisory Board shall be approved by majority of said Board.
8. **DIRECTOR, STATUS AND DUTIES.** The present Director of the Communications Center shall continue to serve in this capacity until a vacancy in this position would occur. The Director shall be considered an employee of Scotts Bluff 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 as a department head. The duties and responsibilities of the Director shall include; direction and management of the day-to-day operations of the Communications Center; hiring, replacement or removal of employees subordinate to him/her; attending meetings of the Advisory Board and give them his opinion on any matters submitted to him, either orally or in writing, as may be required; accounting for all funds received and disbursed by the Communications Center; preparing an annual budget for submission to the Advisory Board and County Commissioners 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. Upon a vacancy in the position of Director, the Advisory Board shall screen suitable candidates and recommend to the County Commissioners a formal candidate to fulfill the duties of Director. Within fourteen (14) calendar days following such recommendation by the Advisory Board, the County Commissioners shall act on the recommendation. Upon ratification by a majority of the members of the County Commissioners present at a meeting to consider such appointment, such appointment shall become final. In the event a majority of the Advisory Board would vote to seek the dismissal of the Director, such Board would present its findings to the County Commissioners, and said Commissioners would have until the next regularly scheduled meeting to act upon the recommendation. The recommendation of the Advisory Board would not become final until a majority of the County Commissioners present at such meeting would ratify the recommendation.

- 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 Scotts Bluff County Consolidated Communications Center below the level of the Director shall be considered employees of the County and 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 Scotts Bluff County Consolidated Communications Center shall adopt a fiscal year budget commencing July 1<sup>st</sup> and terminating on June 30<sup>th</sup> of its succeeding year.
- 11. CLAIMS.** All claims concerning the operations of the Communications Center 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 15<sup>th</sup> of each year, the Advisory Board shall submit a recommended capital expenditures budget to the governing body of each political subdivision that is a party to this Agreement. The governing body of the County shall, prior to September 20<sup>th</sup> of each year, adopt a complete budget for funding the Communications Center. The County will submit to the parties hereto an audited financial statement which includes only that portion of financial reporting and management recommendations which pertain to the operation of 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 such equipment. The total amount would be reduced by any grant funding or other outside sources of funding that the Scotts Bluff County Consolidated Communications Center may receive (see Paragraph 14).

- 13. FINANCIAL PARTICIPATION.** To provide adequate financial support for the Scotts Bluff County Consolidated Communications Center, each political subdivision to this

Agreement will annually contribute monies. The amount will be determined using a formula based on the latest Federal Census reflecting that political subdivision's percentage of the total County population. Each political subdivision's financial obligation will be due October 1<sup>st</sup> of each year (see attachment two).

- 14. FUNDING AND GRANTS.** In the performance of its duties 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 purposes of this Agreement and have the endorsement of a majority of the governing body of Scotts Bluff County. Funds provided by outside sources such as monetary donations or monies bequeathed to the Communications Center shall be deemed to be the property of Scotts Bluff County.
- 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 retains any false alarm fees charged by them with regard to the alarm systems.
- 16. RELATED SERVICES.** The Communications Center shall provide communications for all 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 back-up system. The back-up system equipment shall handle the services of the Communications Center in the event of failure of the main system or evacuation of the Scotts Bluff County Consolidated Communications Center. The back-up system equipment shall be enhanced and upgraded as necessary, and from time to time, to make it capable of performing its function, if required.
- 18. TERMINATION.** Any party to this Agreement may terminate their participation in this Agreement as of June 30<sup>th</sup> 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 parties to this Agreement. If any party terminates its participation in this Agreement, the other party's participation shall also terminate unless a new Agreement is entered into by the remaining parties prior to the termination date.



**19. LIABILITY.** Liability and responsibility for matters relating to the operation of the Communications Center shall be with the County and the County agrees to indemnify and hold harmless the entities to this Agreement from any such liability or responsibility. During the term of this Agreement, County shall carry 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. All such policies shall contain a provision requiring the insurance company to notify Scottsbluff and Gering at least thirty (30) days prior to the cancellation or termination of coverage.

**20. 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 applications 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.

Scotts Bluff County, Nebraska  
County Administration Building  
1825 10<sup>th</sup> Street  
Gering Nebraska 69341  
ATTENTION: County Clerk

City of Scottsbluff, Nebraska  
City Hall 2525 Circle Drive  
Scottsbluff Nebraska 69361  
ATTENTION: City Manager

**21. 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 a system of necessary equipment and/or emergency situations that are related to the operations of the Communications Center. The type and amount of funds to be placed in the sinking fund would be determined at the time it would be implemented.

**22. 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:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated.

DATED this 17<sup>th</sup> day of June, 2013.

ATTEST:

*[Signature]*  
County Clerk



The County of Scotts Bluff

*[Signature]*  
Chairman - Scotts Bluff County

ATTEST:

\_\_\_\_\_  
City Clerk

City of Scottsbluff

\_\_\_\_\_  
Mayor

**COMMUNICATIONS POPULATION BREAKDOWN**

Budget Years			2012-2013	2012-2013	2013-2014	2013-2014	2014-2015	2014-2015	2015-2016	2015-2016	w/o 2012-2013 Is Considered complete
CITY/VILLAGE	POPULATION	%	AMOUNT	Amount Paid		Amount Paid		Amount Paid		Amount Paid	Balance Due
Source: WIKIPEDIA	2010		\$349,613	\$366,058.55	\$256,627	\$0.00	\$142,130	\$0.00	\$97,874	\$0.00	\$496,631
City of Scottsbluff	15039	41%	\$142,292.49	\$70,000.00	\$104,447.18		\$57,846.91		\$39,834.72		\$202,128.81
City of Gering	8500	23%	\$80,410.99	\$40,000.00	\$59,024.21		\$32,689.90		\$22,511.02		\$114,225.13
Scotts Bluff County	8130	22%	\$76,914.86	\$225,000.00	\$56,457.94		\$31,268.60		\$21,532.28		\$109,258.82
City of Mitchell	1702	5%	\$16,082.20	\$8,000.00	\$11,804.84		\$6,537.98		\$4,502.20		\$22,845.02
City of Terrytown	1198	3%	\$11,187.62	\$6,000.00	\$8,212.07		\$4,548.16		\$3,131.97		\$15,892.20
Village of Morrill	921	3%	\$8,740.33	\$8,740.33	\$6,415.68		\$3,553.25		\$2,446.85		\$12,415.78
City of Minatare	816	2%	\$7,691.49	\$5,000.00	\$5,645.80		\$3,126.86		\$2,153.23		\$10,925.89
Village of Lyman	341	1%	\$3,216.44	\$1,608.22	\$2,360.97		\$1,307.60		\$900.44		\$4,569.01
Village of Melbeta	112	3%	\$1,048.84	\$0.00	\$769.88		\$426.39		\$293.62		\$1,489.89
Village of Henry	106	.29%	\$1,013.88	\$510.00	\$744.22		\$412.18		\$283.84		\$1,440.24
Village of McGrew	105	.29%	\$1,013.88	\$0.00	\$744.22		\$412.18		\$283.84		\$1,440.24
Banner County				\$1,200.00							
<b>TOTALS</b>	<b>36970</b>	<b>100%</b>	<b>\$349,613</b>	<b>\$366,058.55</b>	<b>\$256,627</b>	<b>\$0.00</b>	<b>\$142,130</b>	<b>\$0.00</b>	<b>\$97,874</b>	<b>\$0.00</b>	<b>\$496,631.03</b>

**COMMUNICATIONS POPULA'**

<b>CITY/VILLAGE</b>	<b>POPULATION</b>	<b>PERCENTAGE</b>
WIKIPEDIA	2010	
City of Scottsbluff	15039	40.7%
City of Gering	8500	23.0%
Scotts Bluff County	8130	22.0%
City of Mitchell	1702	4.60%
City of Terrytown	1198	3.2%
Village of Morrill	921	2.5%
City of Minatare	816	2.2%
Village of Lyman	341	0.92%
Village of Melbeta	112	0.30%
Village of Henry	106	0.29%
Village of McGrew	105	0.29%
Banner County		
<b>TOTALS</b>	<b>36970</b>	<b>100.0%</b>