

City of Scottsbluff, Nebraska

Monday, July 15, 2013

Regular Meeting

Item Public Inp1

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

Staff Contact: Rick Kuckkahn

**SCOTTS BLUFF COUNTY CONSOLIDATED
COMMUNICATIONS CENTER
INTERLOCAL 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 Interlocal Cooperation 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 ("Communications Center") established pursuant to the terms of this Agreement shall function through the County of Scotts Bluff, subject, however, to the terms of this Agreement.
3. **PURPOSE.** The purpose of the 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 operated by a joint committee. This committee shall be know 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 may appoint one representative 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 one representative. Additionally, each of the governing bodies listed above shall be entitled to one additional representative on the Advisory Board for each 4,000 persons of its population as set forth on the population chart marked as Exhibit "A" which is attached hereto and incorporated by this reference.

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 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.

5. **ADVISORY BOARD DUTIES.** The Advisory Board shall be responsible for, adopting, maintaining and amending procedures 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 the representatives.
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.
7. **APPROVAL BY POLITICAL SUBDIVISION, MAJORITY REQUIRED.** Any action of the Advisory Board shall be approved by majority of the representatives appointed.
8. **DIRECTOR, STATUS AND DUTIES.** The present Director of the Communications Center shall continue to serve in this capacity until 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 an opinion on any matters submitted to him/her 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 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 see 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 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 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 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 15th 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 20th 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 all equipment, including the backup system maintained by the City of Scottsbluff. 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).

13. **FINANCIAL PARTICIPATION.** To provide adequate financial support for the 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 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.
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. Funds provided by outside sources such as grants monetary donations or monies bequeathed to the Communications Center shall be applied directly to the operations of the Communications Center and used to reduce the required financial contributions for each political subdivision to this Agreement.
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. **RELATED SERVICES.** The Communications Center shall provide communications 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 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 Communications Center. From time to time the back up 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 back-up system shall be provided by the Communications Center budget pursuant to this Agreement.
18. **TERMINATION.** Any party to this Agreement 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 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. **INTERLOCAL COOPERATION ACT.** Pursuant to the provisions of the Nebraska Interlocal 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 it 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 for 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 Scottsbluff and Gering 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 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.
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 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 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 Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, NE 69361
ATTENTION: City Manager

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

[SIGNATURE PAGE WILL FOLLOW]

DATED this ____ day of _____, 2013.

ATTEST:

THE COUNTY OF SCOTTS BLUFF,

County Clerk

Chairman - Scotts Bluff County

ATTEST:

CITY OF SCOTTSBLUFF,

City Clerk

Mayor

COMMUNICATIONS POPULA

CITY/VILLAGE	POPULATION	PERCENTAGE
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		
TOTALS	36970	100.0%

EXHIBIT

COMMUNICATIONS POPULATION BREAKDOWN

Budget Years										w/o 2012-2013 Is Considered Complete	
CITY/VILLAGE	POPULATION	%	2012-2013 AMOUNT	2012-2013 Amount Paid	2013-2014	2013-2014 Amount Paid	2014-2015	2014-2015 Amount Paid	2015-2016	2015-2016 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							
TOTALS	36970	100%	\$349,613	\$366,058.55	\$256,627	\$0.00	\$142,130	\$0.00	\$97,874	\$0.00	\$496,631.03