

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 6, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
UNIFIED 911 COMMUNICATIONS SYSTEM	◆ RESOLUTIONS ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

Resolutions have been prepared to approve the following agreements related to 911.

1. Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency
2. Members' Service Agreement
3. Management Service Agreement
4. Post-Agency Sarpy County Communications System Interlocal Agreement

**FISCAL IMPACT**

From the effective date of the Interlocal Cooperation Agreement, July 1, 2014 through June 30, 2017, the Sarpy Cities collectively will pay 22.5% of Sarpy County's 911 communications services' operational costs. Beginning July 1, 2017, Sarpy County shall pay 100% of Sarpy County's 911 communications services costs and the Sarpy Cities shall no longer be responsible for any costs associated with 911 communication services, except as otherwise provided in the Members' Services Agreement (e.g. portable/mobile radio units, pagers and mobile data computers). Sarpy County agrees that all costs and revenues relating to the 911 communications services shall be recovered or derived on a uniform and consistent basis with respect to all residents of Sarpy County, without any distinction based on location within the County or whether or not within or outside the boundaries of any of the Sarpy Cities.

**RECOMMENDATION**

Approval subject to the concurrent approval of the other 911 related agreements identified in the synopsis above.

**BACKGROUND**

On September 7, 2010, the Sarpy County Board of Commissioners sent the five cities in Sarpy County a Notice of Termination indicating their intent to stop providing 911 communication services to the citizens who lived within the corporate boundaries of cities within Sarpy County, effective on January 1, 2012.

As the five cities searched for alternative 911 options, the possibility of contracting with Douglas County to provide 911 communication services was explored. During the exploration process, Douglas County suggested that the best solution may be one 911 communication services center serving both counties.

In November 2011, a new interlocal cooperation agreement for 911 services was approved by Sarpy County and the Sarpy County cities. This agreement included a requirement that all parties conduct a study with Douglas County to determine if the services being provided by Sarpy County could be better provided jointly and cooperatively with other public bodies on a regional basis. In accordance with this agreement, in December 2011, the Sarpy and Douglas County Boards, along with the City of Omaha and the Sarpy Cities, engaged the services of the University of Nebraska Public Policy Center to conduct an independent feasibility study to look at the potential of a combined Sarpy and Douglas 911 Center.

On January 23, 2013, the University released their findings. Among the many conclusions in the report, two key findings were identified:

- 1) A combined Sarpy and Douglas County 911 Center is possible and projected to save \$20 million in capital costs and \$2 million per year in operational costs; and
- 2) The per-call cost average in Sarpy County is currently \$69.83 per call and only \$17.14 per call in Douglas County.

The study recommended moving forward with one combined 911 center. Upon release of the study, elected officials from both counties directed their chief appointed officers to begin meeting in order to provide a plan for the structure of a combined 911 center.

On December 16, 2013, the chief appointed officers presented a plan to members of both county boards and Mayors from the cities of Omaha, Bellevue, Papillion, La Vista, Gretna, and Springfield.

On March 5, 2014, a second study by the Matrix Group was released, as commissioned by the Sarpy County Board of Commissioners. Among the many findings in the Matrix Study, it was determined that Sarpy 911 Dispatch was not meeting national standards. The Matrix study also calls for Sarpy County to consider a 911 communication services merger with Douglas County.

Finally, combining 911 centers is not a new or unique idea. Locally, there was a previous merger of 911 centers in Sarpy County in 1994. The legislative guidelines and recommendations for a regionalized approach to emergency communication services were most recently updated in 2006, and go back as far as the Public Safety Communications Act in 1999.

#### **Interlocal Cooperation Agreement Act Creating the Sarpy County Public Safety Communications Agency**

As proposed, this Interlocal Cooperation Agreement would create a new joint entity, specifically, the Sarpy County Public Safety Communications Agency. The purposes of the joint entity are identified as follows:

- (a) To make efficient use of the Members' powers by enabling them to cooperate with each other and other political subdivisions on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the local communities;
- (b) To establish a unified 911 communications system that will professionally and expeditiously handle requests for emergency response from the Members' citizens, to dispatch the Members' public safety agencies in a manner prescribed by the public safety agencies, and to provide public safety support to citizens and the public safety agencies within the Members' jurisdictional boundaries; and
- (c) To provide or contract for the acquisition, finance, construction, and operation of a unified 911 communications system to provide emergency and public safety communications, including communications services related to law enforcement, fire management, ambulance, emergency medical, road maintenance, school transportation, public utilities, homeland security, and emergency management and disaster relief services.

The creation of the Agency would establish a six member board including the Mayors of the five Sarpy County cities and the Sarpy County Board Chair. While details regarding the specific powers of the Agency are fully described in the attached Interlocal Cooperation Agreement, highlights of the authority include:

- (a) to sue and be sued;
- (b) to make and execute contracts;
- (c) to make and amend and repeal bylaws, rules, and regulations;
- (d) to make all necessary rules and regulations governing the use, operation, and control of a 911 communications system;
- (e) to establish just and equitable rates or charges for the use of the 911 communications system, any property or equipment associated therewith, or any services provided in connection with said system;
- (f) to purchase, plan, develop, construct, equip, maintain, and improve a 911 communications system;
- (g) to acquire, hold, use, and dispose of any reserves derived from the operation of a 911 communications system;
- (h) to acquire, hold, use, and dispose of other personal property for the purposes of the Agency;
- (i) to provide 911 communications services within the jurisdictional boundaries of the Members and in coordination with other political subdivisions
- (j) to contract with and compensate consultants for professional services;
- (k) to provide for a system of budgeting, accounting, auditing, and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;
- (l) to borrow money, make and issue negotiable bonds, certificates, bond participation notes, refunding bonds and notes; and to secure the payment of such bonds, certificates, refunding bonds and notes;
- (m) to hire employees, fix their compensation, benefits, personnel rules, and regulations, and terminate their employment; and
- (n) to borrow money and accept grants, contributions, property or loans from, and enter into contracts, leases, or other transactions with other political subdivisions.

The Agency created pursuant to this Interlocal Cooperation Agreement will serve as a recommending body to the Sarpy County Board who will maintain the final authority for the budget. The exercise of any powers under the agreement involving financial commitments must be included in the annual budget. Any bonds issued by the Agency will require approval by the Agency Board and approval of an amendment to the Member Services Agreement by all of the members governing bodies.

***What would the new unified 911 arrangement look like?***

This decision is up to the members of the Sarpy and Douglas County Boards of Commissioners. The greatest long-term savings can be realized with one combined 911 center located in Douglas County. The Matrix study offers a couple of different options.

The projected cost to construct and operate a single 911 center would be divided between the two counties on a population basis. Douglas County has 76% of the population and Sarpy County has 24% of the population.

The proposed Interlocal Cooperation Agreement between Sarpy County and the Sarpy Cities will establish a separate public Agency, which will operate or propose to operate 911 communication services. In turn, the Agency will authorize Sarpy County to operate the 911 communication services for Sarpy County and the Sarpy Cities through a Management Agreement. In a separate Interlocal Agreement between Douglas County and Sarpy County, Sarpy County will delegate the 911 communications operations for Sarpy County and the Sarpy Cities to Douglas County. Douglas County would then operate the 911 communications center for all of Douglas and Sarpy Counties.

The proposed Interlocal Agreement creating the Agency will also establish the Sarpy Cities' total contributions to Sarpy County for the operations of the 911 communication services through June 30, 2017. Specific contribution terms for each Sarpy City will be set forth in separate service agreements between the Sarpy Cities and the Agency.

***What are the financial implications?***

The study from the University of Nebraska clearly shows substantial cost savings that can be realized by creating a combined center. This includes a projected \$20 million capital cost savings, and a \$2 million annual saving in operating costs.

A comparative analysis shows that the per-call cost average for 911 calls is \$68.83 in Sarpy County and \$17.14 in Douglas County.

***Will public safety be compromised?***

No. The paid professional public safety personnel (i.e. police and fire departments) in Sarpy County have indicated that they are not concerned that there will be a decrease in public safety.

***Who would operate the combined 911 center?***

Douglas County would operate the new combined center.

***What is the timeline for agreements? Implementation?***

The timeline for Douglas and Sarpy Counties to reach an Interlocal Agreement is yet to be determined by their boards. Estimates indicate implementation of a unified regional 911 center is at least two years away or possibly as far as five years away.

**Members' Service Agreement**

The Members' Service Agreement provides the terms and conditions to finance and contribute all costs necessary to fund the establishment organization and operating expenses of the agency and the unified 911 communications system for Sarpy County and the Sarpy Cities throughout the term of the agreement.

**Management Agreement**

The Management Agreement provides the terms for Sarpy County's undertaking of the general management and operation of all 911 communication services to Sarpy County and the Sarpy Cities, as the agenda for and on behalf of the Agency.

***Note:*** *Because the Agency does not come into existence until the effective date of July 1, 2014 under the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, the Agency Board will need to meet on July 1, 2014 to execute the Members' Service Agreement and the Management Agreement, of which the Agency is a party.*

**Post-Agency Sarpy County Communications System Interlocal Agreement**

The Post-Agency Sarpy County Communications System Interlocal Agreement provides the terms and conditions for the continuation of 911 communication services to Sarpy Cities by Sarpy County following the dissolution of the Sarpy County Public Safety Communications Agency (Agency) and concurrent termination of the Agency-related agreements. This Agreement provides for the continuation of 911 services for at least the first five years from when this Agreement becomes effective.

**ATTACHMENTS**

1. Resolution & Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency
2. Resolution & Members' Service Agreement
3. Resolution & Management Service Agreement
4. Resolution & Post-Agency Sarpy County Communications System Interlocal Agreement

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE INTERLOCAL COOPERATION ACT AGREEMENT CREATING THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY ON BEHALF OF THE CITY OF LA VISTA

WHEREAS, as a means of establishing a unified 911 communications system, the proposed Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency ("Agreement") between the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield and the City of Gretna (the "Sarpy Cities") and Sarpy County (collectively, the "Members") will establish a separate public Agency (the "Agency"), pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq., which will operate or propose to operate 911 communications services; and

WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 emergency communications systems further the public interest and protect the health, safety, and welfare of the people of Nebraska, and the Members agree with such finding and agree that they should strive to create the most efficient form of 911 emergency communications systems, including, but not limited to, law enforcement, fire, rescue, and other emergency dispatch and informational communications (the "911 communications"); and

WHEREAS, the Members will enter into one or more service agreements with such Agency, as authorized by the Nebraska Public Safety Communication System Act, Neb. Rev. Stat. § 86-401 et seq., as amended; and

WHEREAS, the Members desire to set forth in the Agreement their respective understandings and agreements with regard to the creation of the Agency and operation of a unified 911 communications system, and to set forth their respective rights, duties and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of La Vista that the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency between the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield, the City of Gretna, and Sarpy County is hereby accepted and approved contingent upon concurrent:

- City Council approval of the Members' Service Agreement, Resolution No. R14-0047;
- City Council approval of the Management Agreement, Resolution No. R14-0056;
- City Council approval of the Post-Agency Sarpy County Communications System Interlocal Agreement, Resolution No. R14-0048; and
- Approval of all four 911 communication services agreements (i.e., the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency, the Members' Service Agreement, the Management Agreement, and the Post-Agency Sarpy County Communications System Interlocal Agreement) by all of the governing bodies of Sarpy County and the Sarpy Cities.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute all necessary documents to facilitate the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

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**INTERLOCAL COOPERATION ACT AGREEMENT  
CREATING THE  
SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY**

THIS INTERLOCAL COOPERATION ACT AGREEMENT (the "Agreement") is made by and between the City of La Vista, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, and the City of Gretna, Nebraska (collectively, the "Sarpy Cities"), and the County of Sarpy, Nebraska (the "County" or "Sarpy County") (collectively, the County and Sarpy Cities, the "Members").

WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 emergency communications systems further the public interest and protect the health, safety, and welfare of the people of Nebraska, and the Members agree with such finding and agree that they should strive to create the most efficient form of 911 communication services, as defined below; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 2007) (the "Interlocal Cooperation Act"), authorizes cities and counties to cooperate on the basis of mutual advantage to thereby provide for services and facilities, in a manner and pursuant to forms of governmental organization that will accord with the geographic, economic, population and other factors influencing the needs and development of the local communities; and

WHEREAS, each and every Member is a political subdivision, organized and existing under the laws of the State of Nebraska; and

WHEREAS, the Members desire to cooperate to establish a unified 911 communication system to handle the requests for emergency response from the citizens of Sarpy County and to provide public safety support to the needs of the citizens and the public safety agencies within Sarpy County; and

WHEREAS, as a means of establishing a unified 911 communication system, the Members desire to create a new joint entity pursuant to the Interlocal Cooperation Act, specifically the Sarpy County Public Safety Communications Agency (the "Agency"), and to enter into service agreements with such Agency, as authorized by the Nebraska Public Safety Communication System Act, Neb. Rev. Stat. § 86-401 et seq. (Reissue 2007), as amended (the "PSCS Act"); and

WHEREAS, the Members desire for the Agency to enter into a Management Agreement with Sarpy County for the purpose of managing and operating a unified 911 communication system to serve the Members of the Agency; and

WHEREAS, the Members desire to set forth in this Agreement their respective understandings and agreements with regard to the creation of the Agency and operation of the unified 911 communication system, and to set forth their respective rights, duties and obligations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION I.**

**DEFINITIONS**

The following definitions apply to this Agreement:

1. Equipment. The particularized equipment of each City and the Sarpy County Sheriff's Department, which is the subject of this Agreement, specifically: portable/mobile radio units, pagers, and mobile data computers.

2. Facilities. The 911 communication services system housed in the Communications Department of Sarpy County and/or Douglas County or any combination thereof (or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy County and/or Douglas County, including all real, personal, or mixed property and satellite antenna(s) other than portable/mobile radios, pagers, and mobile data computers.

3. Governing Body. The city council of a city or county board of a county when such is a signatory to this Agreement.

4. Public Safety Program. The real, personal, and mixed property which each of the Cities directly or by contract and Sarpy County now or hereafter owns, uses, occupies, or maintains for the delivery of firefighting, law enforcement, ambulance, emergency medical, and similar emergency services, or the direction and control over such property being used by another to deliver such services. Such term also includes the personnel who deliver such services.

5. Public Service Communications. The secondary purpose of the 911 communication services, whereby Sarpy County and/or the Sarpy Cities acquire portable/mobile units for use in their governmental departments for other than public safety program purposes or as an adjunct to such public safety program purposes.

6. 911 Communication Services. A communications system which includes the use of equipment and facilities, the Public Safety Program, Law Enforcement Records Management System and Fire Records Management System, and the 24-hour 911 Public Safety Answering Point (PSAP) and public service communications answering point, which directly dispatches, refers, or relays the dispatch of all or some of the following categories of health and safety services: firefighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services. Except that after July 1, 2017, this definition shall no longer include the use of Law Enforcement Records Management System and Fire Records Management System.

## **SECTION II.**

### **CREATION OF THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY**

Pursuant to the Interlocal Cooperation Act, the Members hereby create the Agency, which shall constitute a separate body corporate and politic under the provisions of the Interlocal Cooperation Act. The Agency shall be subject to the control of the Members in accordance with the terms of this Agreement. The governing body of each Member shall have approved this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the Agency's office, the location of which shall be determined by the Agency Board. The Agency's existence shall commence upon the execution of this Agreement by all of the Members, effective July 1, 2014 ("Effective Date").

### **SECTION III.**

#### **PURPOSES OF THE AGENCY**

The purposes of the Agency are as follows:

(a) To make efficient use of the Members' powers by enabling them to cooperate with each other and other political subdivisions on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of the local communities;

(b) To establish a unified 911 communication system that will professionally and expeditiously handle requests for emergency response from the Members' citizens, to dispatch the Members' public safety agencies in a manner prescribed by the public safety agencies, and to provide public safety support to citizens and the public safety agencies within the Members' jurisdictional boundaries; and

(c) To provide or contract for the acquisition, finance, construction and operation of a unified 911 communications system to provide emergency and public safety communications, including communication services related to law enforcement, fire management, ambulance, emergency medical, road maintenance, public utilities, homeland security, and emergency management and disaster relief services.

### **SECTION IV.**

#### **AGENCY AND 911 COMMUNICATIONS SERVICES OVERVIEW**

The Parties intend that the execution of this Agreement by all of the Members shall create the Agency for the purposes stated herein. Upon the creation of the Agency: (a) all of the Members and the Agency shall execute a Members' Service Agreement ("Service Agreement") setting forth the terms of (i) the 911 Communication Services to be provided to the Members by the Agency, and (ii) the Members' payments to the Agency for such 911 Communication Services; (b) Sarpy County and the Agency shall execute a Management Agreement ("Management Agreement"); and (c) all of the Members shall execute a Post-Agency Sarpy County Communications System Interlocal Agreement ("Post-Agency Interlocal Agreement"). All such Agreements shall be executed concurrently by the respective parties.

The Agency, by contracting with Sarpy County under the Management Agreement, will provide all 911 communication services for the Members through June 30, 2017, with operational costs of said services during this period allocated and shared among the Members as described in this Agreement and the Service Agreement. Effective on and after July 1, 2017, Sarpy County, at its sole cost and without any contributions from any of the Sarpy Cities, will provide all 911 communication services for all Members pursuant to the Post-Agency Interlocal Agreement.

This Agreement, Management Agreement and Service Agreement automatically will terminate on June 30, 2017, in which case the Post-Agency Interlocal Agreement will become effective on and after July 1, 2017. Provided, however, if any bonds or other indebtedness are issued or undertaken by the Agency to pay for any capital items to provide 911 communication services for the Members ("Agency Bonds"), this Agreement, Management Agreement and Service Agreement

will not terminate and instead each will continue and remain in effect after June 30, 2017 for as long as the Agency Bonds are in effect, including any refunding bonds. Provided, however, regardless of whether or not Agency Bonds are issued, effective on and after July 1, 2017 operational cost sharing of the Sarpy Cities will end, with the exception of the costs for the Fire Records Management System and the Law Enforcement Records Management System ("RMS") associated with 911 communication services, and Sarpy County, at its sole cost, and without any further contributions from any of the Sarpy Cities, will provide all 911 communication services for all Members. Sarpy County at all times and its sole cost will pay all capital costs, as defined in the Service Agreement, and related financings for 911 communication services for the Members, except for particularized equipment of the Sarpy Cities, specifically: portable/mobile radio units, pagers and mobile data computers. At least six (6) months prior to July 1, 2017, the Sarpy Cities and Sarpy County will negotiate the terms of a separate service agreement for Sarpy County to provide RMS services to each of the Sarpy Cities. In the event that the Sarpy Cities, collectively or individually, and Sarpy County are unable to agree on terms for a RMS service agreement by December 31, 2016, any Sarpy City will have the right to obtain a RMS from another source, in which case Sarpy County will agree to provide such Sarpy City with access to such Sarpy City's past, present and future 911 communications data residing in Sarpy County's 911 communications services databases.

## **SECTION V.**

### **ORGANIZATION**

(a) Agency Board Members. The Agency shall be governed by a Board consisting of the Chair of the Sarpy County Board, or his or her designee, and the Mayors of the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield, and the City of Gretna, or their respective designees, each of whom shall be a voting member of the Agency Board.

(b) Voting. Each Member of the Board shall have one vote on all matters before the Agency Board.

(c) Quorum. A majority of all members of the Agency Board shall constitute a quorum for the transaction of any Agency business.

(d) Officers. The Chair of the Sarpy County Board shall serve as the Agency Board's Chair. The Mayors of the represented Members shall serve as the Agency Board's Secretary on an annual rotating basis.

(e) Agency Treasurer. The Agency Board's Treasurer shall be appointed by the Agency Board, and shall have no voting privileges.

(f) Meetings and Notice. The Agency Board shall meet as needed but at least annually, and notice of such meetings shall be posted with each Member to this Agreement. The meetings will be scheduled and conducted pursuant to the Nebraska Open Meetings Act and minutes for such meetings will be recorded and provided as required by law.

(g) Legal Counsel. The Sarpy County Attorney shall serve as the Agency Board's legal counsel. The Agency may be represented by special counsel appointed by the Agency for such matters as the Agency deems appropriate. The Agency shall establish the terms and conditions of such special counsel's services.

(h) Fiscal Year. The Agency shall maintain a fiscal year ending on June 30 of each calendar year.

## **SECTION VI.**

### **DURATION**

Except as otherwise provided in this Agreement, the Agency shall have a term of three years (3) years, commencing on July 1, 2014, and shall dissolve on June 30, 2017,; provided, however, the Agency shall not dissolve if any Agency 911 communication services bonds (including any and all refunding thereof) are outstanding under the terms of any bond resolution adopted by the Agency pursuant to the Interlocal Cooperation Act.

## **SECTION VII.**

### **ALLOCATION OF COSTS AND SERVICE AGREEMENT**

The Members through June 30, 2017 each shall contribute its share of all operational costs necessary to provide 911 communication services for the Members throughout the term of this Agreement. The Members hereby agree to enter into one or more service agreements with the Agency, as authorized by the PSCS Act and any amendments thereto, for all purposes stated herein to pay their respective portions of the operational costs of a unified 911 communications system to provide 911 communication services for the Members, and if applicable, for Sarpy County to pay amounts payable with respect to debt service on bonds to be issued by the Agency and approved by Sarpy County and the other Members. Such expenses shall be paid by the Members pursuant to the relevant Service Agreement(s).

As part of those Service Agreements, the Members agree that from the date of this Agreement until June 30, 2017, Sarpy County will pay 77.5% and the Sarpy Cities shall pay 22.5% of all operational costs to provide 911 communication services for the Members, as specifically set forth in the Service Agreements. Sarpy County at all times and its sole cost will pay all capital costs and related financings for 911 communication services for the Members, except for particularized equipment of the Sarpy Cities, specifically: portable/mobile radio units, pagers and mobile data computers.

Effective on and after July 1, 2017, (1) Sarpy County, at its sole cost and without any contributions from any of the Sarpy Cities shall provide all 911 communication services for all Members, excluding the costs for (a) RMS services, the cost and service for which shall be addressed in a separate RMS service agreement and (b) particularized equipment of the Sarpy Cities, specifically: portable/mobile radio units, pagers and mobile data computers and (2) Sarpy County shall pay all costs of providing 911 communication services for all Members, after deducting all 911 surcharge fees (which the Members shall assign to Sarpy County) cash on hand and other non-tax revenues. Furthermore, Sarpy County agrees that all costs and revenues relating to the 911 communications services shall be recovered or derived on a uniform and consistent basis with respect to the public of Sarpy County, without any distinction based on location within the County or whether or not within or outside the boundaries of any of the Sarpy Cities. This clause shall only be effective during this Agreement, and shall not apply to a City or to Cities that have terminated this Agreement or are no longer a Party to this Agreement. This clause shall not be construed to create a private cause of action by any individual, taxpayer or third-party beneficiaries.

## SECTION VIII.

### POWERS

The Agency shall have such powers as are allowed by the Interlocal Cooperation Act, and any amendments thereto, and the PSCS Act, including, but not limited to, the following powers. The exercise of any powers involving financial commitments must be included in the annual budget as provided in Section X unless otherwise approved by all of the Members.

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to exercise its powers, including service agreements as provided by the PSCS Act and any amendments thereto and Interlocal Cooperation Agreements to contract for the acquisition, finance, construction and operation of a unified 911 communications system;
- (d) from time to time, to make and amend, and repeal bylaws, rules and regulations, not inconsistent with the Interlocal Cooperation Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation and control of a 911 communications system;
- (f) to analyze and establish the appropriate Operating and Performance Standards for the 911 communication services, the implementation of which shall be contingent upon Sarpy County Board funding of the Standards;
- (g) to establish just and equitable rates or charges for the use of the 911 communications system, any property or equipment associated therewith, or any services provided in connection with said system;
- (h) to purchase, plan, develop, construct, equip, maintain and improve a 911 communications system, including the lease or acquisition of real estate or rights therein by gift, grant, purchase or condemnation as necessary for the construction and operation of such a system;
- (i) to acquire, hold, use and dispose of any reserves derived from the operation of a 911 communications system;
- (j) to acquire, hold, use and dispose of other personal property for the purposes of the Agency;
- (k) to provide 911 communication services within the jurisdictional boundaries of the Members and in coordination with other political subdivisions, the state of Nebraska, the United States of America and any agency thereof;
- (l) to make or cause to be made engineering studies and surveys necessary or useful and convenient to carrying out the functions of the Agency;

(m) to contract with and compensate consultants for professional services including, but not limited to architects, engineers, planners, lawyers, accountants, and others the Agency Board finds necessary or useful and convenient to the stated purposes of the Agency;

(n) to provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;

(o) to consult with representatives of Federal, State and local agencies and departments and their officers and employees and to contract with such agencies and departments for services and equipment as needed for the 911 communications system;

(p) to exercise such other powers as are available under applicable law;

(q) to borrow money, make and issue negotiable bonds, certificates, bond participation notes, refunding bonds and notes, all in accordance with Neb. Rev. Stat. §§ 13-808 through 13-824, of the Interlocal Cooperation Act, and any amendments thereto, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues and any other funds or property which the Agency has a right to, or may hereafter have the right to pledge for such purposes;

(r) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(s) to receive payments for the use of the 911 communications system and associated equipment and property;

(t) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;

(u) to employ a manager and operator which may be a political subdivision or other entity or person and which may exercise such of the Agency's powers as shall be determined by contract and as determined by the Agency Board from time to time;

(v) to obtain and contract for insurance coverage for the Agency and its Board Members as the Agency Board deems appropriate; and

(w) to borrow money and accept grants, contributions, property or loans from, and enter into contracts, leases, or other transactions with other political subdivisions, the State of Nebraska, the United States of America and any agency thereof.

## **SECTION IX.**

### **COOPERATION FROM MEMBERS**

The Members agree to respond to reasonable requests to make information available to the Agency for the purposes of this Agreement, and to assure that any engineers and consultants hired by the Members release to the Agency materials, data and other items pertinent to this Agreement.

## **SECTION X.**

### **BUDGETING**

Prior to April 30 of each year, the Agency Board shall prepare a proposed itemized annual budget for the fiscal year, July 1 through June 30, which the Sarpy County Board of Commissioners may modify or approve as submitted. In the event the Sarpy County Board of Commissioners modifies the budget, the Agency Board will be given the opportunity to comment on the proposed modification before the Sarpy County Board of Commissioners gives final approval. The Agency Board may only spend funds as itemized in the approved budget.

The Sarpy County Board of Commissioners shall be the final approving authority on the annual budget related to the establishment, operation, and maintenance of a unified 911 communications system.

## **SECTION XI.**

### **BONDING**

Notwithstanding any other terms hereof to the contrary, the Agency shall not issue any bonds or other form of indebtedness unless the Service Agreement for any Member responsible for debt service on bonds is amended to provide additional payments to cover any such debt service and such indebtedness is included in the annual budget as provided in Section X.

## **SECTION XII.**

### **PERFORMANCE STANDARDS**

The Agency Board shall evaluate, determine and select the appropriate Operating and Performance Standards for the 911 communication services within ninety (90) days of the establishment of this Agency and execution of this Agreement. The Agency Board may reevaluate such standards on an annual basis and evaluate the compatibility of such standards and the Agency's performance under such standards. If deemed to be in the best interest of the Agency, the Agency Board may amend the Operating and Performance Standards for the 911 communications services.

## **SECTION XIII.**

### **NOT FOR PROFIT**

It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

## **SECTION XIV.**

### **MANNER OF ACQUIRING AND HOLDING PROPERTY**

The Agency Board may lease, purchase, or acquire by any lawful means from a Member or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency; provided, however, that any property, personal or real,

which is contributed by and titled to a Member, may be used by the Agency, but such property shall remain titled to the Member.

All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Agency Board and executed by the Chairman on behalf of the Agency.

#### **SECTION XV.**

##### **WITHDRAWAL OF MEMBER(S)**

The withdrawal of any Member(s) from the Agency shall require (1) 90 days advance notice to the Agency of its intention to withdraw from the Agency and (2) the unanimous approval of the non-withdrawing Members; provided, however, no Member shall withdraw from the Agency if such Member is obligated with respect to indebtedness issued under the Member's Service Agreement.

#### **SECTION XVI.**

##### **DISTRIBUTION UPON DISSOLUTION OF AGENCY**

Upon complete dissolution of the Agency pursuant to Section VI of this Agreement, all assets and liabilities of the Agency shall be distributed to the Members on an equitable basis.

#### **SECTION XVII.**

##### **AMENDMENT OF AGREEMENT**

This Agreement may be amended upon approving resolutions adopted by the governing body of each Member that approved this Agreement.

#### **SECTION XVIII.**

##### **MISCELLANEOUS PROVISIONS**

(a) **Separate Legal Entities.** This Agreement shall be construed to have created a separate legal entity.

(b) **Indemnification.** Each Member agrees to release, indemnify and hold harmless ("Indemnifying Member") each other Member ("Indemnified Member") and said Indemnified Member's officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligence, acts or omissions of the Indemnifying Member, or the officers, officials, employees, agents or contractors of the Indemnifying Member related to or arising out of the establishment, operation or maintenance of the unified 911 communications system contemplated herein.

(c) **Governmental Subdivision.** Except as provided herein, each Member shall maintain its autonomy and indebtedness as a governmental subdivision. This Agreement shall not relieve any Member of any obligations or responsibility imposed upon it by law except to the extent of actual

and timely performance by the Agency as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.

(d) Modifications. That no modification, termination or amendment of this Agreement may be made except by written agreement signed by all of the Members.

(e) Severability. In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

(f) Incorporation. The recitals, Management Agreement, Members' Service Agreement and Post-Agency Interlocal Agreement referenced in this Agreement are incorporated herein by this reference.

(g) Entire Agreement. The entire agreement between the Members hereto is contained in this Agreement, and this Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction, and specifically supersedes and terminates the Sarpy County Communication System Interlocal Agreement between the Parties, executed on December 12, 2011 and all previous agreements for 800 MHz systems or 911 services, effective on July 1, 2014. This Agreement may be amended only by written instrument, duly authorized and executed by Members subsequent to the date hereof. All schedules, exhibits, lease or sublease agreements, documents of transfer or conveyance, and other documents or instruments now or hereafter adopted or executed by any of the Members to carry out this Agreement shall be incorporated into and become part of this Agreement by this reference.

(h) Assignment. This Agreement may not be assigned by any Member without express written consent of all of the Members.

(i) Further Assurances. From and after the Effective Date of this Agreement, the Members agree to cooperate with each other and will use commercially reasonable efforts to implement the transactions contemplated by this Agreement. Each Member, at any time and from time to time, upon request by any other Member and without further consideration, shall take or cause to be taken such actions and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional assurances as may be required and reasonably requested for confirming and accomplishing the matters and transactions hereunder. Such assurances shall be in the form and content satisfactory to the requesting and responding Members, without increasing or extending any cost, duty or liability of the responding Member.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.

(k) Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each Member agrees that it and any of its subcontractors shall not discriminate against any employee

or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin; and (ii) one or more of the Members is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the Members.

(l) Remedies. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Members agree that any Member shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

IN WITNESS WHEREOF, the Members have caused this Interlocal Cooperation Act Agreement to be executed by the duly authorized officers on the last date and year written below.

SARPY COUNTY, NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

CITY OF BELLEVUE

Date: \_\_\_\_\_

\_\_\_\_\_  
Rita Sanders, Mayor

Attest:

\_\_\_\_\_  
Kay Dammast, City Clerk

CITY OF PAPILLION

Date: \_\_\_\_\_

\_\_\_\_\_  
David P. Black, Mayor

Attest:

\_\_\_\_\_  
Elizabeth Butler, City Clerk

CITY OF LA VISTA

Date: \_\_\_\_\_

\_\_\_\_\_  
Douglas Kindig, Mayor

Attest:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

CITY OF GRETNA

Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Timmerman, Mayor

Attest:

\_\_\_\_\_  
Tammy Tisdall, City Clerk

CITY OF SPRINGFIELD

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Dill, Mayor

Attest:

\_\_\_\_\_  
Kathleen Gottsch, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE MEMBERS' SERVICE AGREEMENT IN CONJUNCTION WITH THE INTERLOCAL COOPERATION ACT AGREEMENT WHICH CREATED THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY ON BEHALF OF THE CITY OF LA VISTA

BE IT RESOLVED by the Mayor and City Council of La Vista that the Members' Service Agreement between Sarpy County, the City of Bellevue, the City of Papillion, the City of La Vista, the City of Gretna and the City of Springfield is hereby accepted and approved contingent upon concurrent:

- City Council approval of the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, Resolution No. R14-0041;
- City Council approval of the Management Agreement, Resolution No. R14-0056;
- City Council approval of the Post-Agency Sarpy County Communications System Interlocal Agreement, Resolution No. R14-0048; and
- Approval of all four 911 communication services agreements (i.e., the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency, the Members' Service Agreement, the Management Agreement, and the Post-Agency Sarpy County Communications System Interlocal Agreement) by all of the governing bodies of Sarpy County and the Sarpy Cities.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute all necessary documents to facilitate the Members' Service Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

## **MEMBERS' SERVICE AGREEMENT**

THIS INTERLOCAL COOPERATION ACT AGREEMENT (the "Service Agreement") is made by and between the Sarpy County Public Safety Communications Agency, a joint entity created pursuant to Neb. Rev. Stat. § 13-801, et. seq. (Reissue 2007), as amended, (the "Agency"), the City of La Vista, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, and the City of Gretna, Nebraska (collectively, the "Sarpy Cities"), and the County of Sarpy, Nebraska (the "County" or "Sarpy County") (collectively, the County and Sarpy Cities, the "Members").

### **WITNESSETH:**

WHEREAS, the Members desire to obtain public safety communication services for the benefit of their residents in accordance with the terms of the Public Safety Communications Act, Neb. Rev. Stat. § 86-416 (2008) (the "PSC Act");

WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 emergency communications systems further the public interest and protect the health, safety, and welfare of the people of Nebraska, and the Members agree with such finding and agree that they should strive to create the most efficient form of 911 emergency and public safety communications systems, including, but not limited to, law enforcement, fire, rescue, and other emergency dispatch and informational communications;

WHEREAS, the Sarpy County Public Safety Communications Agency (the "Agency") was formed under the Interlocal Cooperation Act Agreement, effective on July 1, 2014, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (Reissue 2007), as amended (the "Interlocal Cooperation Act"), to own or operate or propose to own or operate a public safety communication project for obtaining 911 communication services;

WHEREAS, the Members of the Agency each shall contribute its share of all operational costs necessary to provide 911 communication services for the Members as provided in this Service Agreement. The Members hereby agree to enter into one or more service agreements with the Agency, as authorized by the PCS Act and any amendments thereto, for all purposes stated herein to pay their respective portions of the operational costs of a unified 911 communication systems to provide 911 communication services for the Members, and if applicable, for the County to pay amounts payable with respect to debt service on bonds to be issued by the Agency and approved by the County and other Members; and

WHEREAS, the Sarpy Cities are willing to provide payments with respect to the operation and maintenance expenses for the 911 communication services and as are permitted under Neb. Rev. Stat. § 86-416.

WHEREAS, the Agency may elect to issue a Public Safety Communications System bonds and the County is willing to provide such undertakings with respect to payments to the operation and maintenance expenses and Capital Items for the 911 communication services (as defined below) and, subject to approval of the governing bodies of the Members, payments due with respect to such indebtedness and any other bonds and payments required of the Agency as are permitted under Neb. Rev. Stat. § 86-416.

NOW THEREFORE, the Members and the Agency in consideration of the mutual covenants and agreements herein contained do hereby covenant and agree as follows:

Section 1. Definitions. The following definitions apply to this Agreement:

1. **Equipment.** The particularized equipment of each City and the Sarpy County Sheriff's Department, which is the subject of this Agreement, specifically: portable/mobile radio units, pagers, and mobile data computers.

2. **Facilities.** The 911 communication services system housed in the Communications Department of Sarpy County and/or Douglas County or any combination thereof (or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy County and/or Douglas County, including all real, personal, or mixed property and satellite antenna(s) other than portable/mobile radios, pagers, and mobile data computers.

3. **Governing Body.** The city council of a city or county board of a county when such is a signatory to this Agreement.

4. **Public Safety Program.** The real, personal, and mixed property which each of the Cities directly or by contract and Sarpy County now or hereafter owns, uses, occupies, or maintains for the delivery of firefighting, law enforcement, ambulance, emergency medical, and similar emergency services, or the direction and control over such property being used by another to deliver such services. Such term also includes the personnel who deliver such services.

5. **Public Service Communications.** The secondary purpose of the 911 communication services, whereby Sarpy County and/or the Sarpy Cities acquire portable/mobile units for use in their governmental departments for other than public safety program purposes or as an adjunct to such public safety program purposes.

6. **911 Communication Services.** A communications system which includes the use of equipment and facilities, the Public Safety Program, Law Enforcement Records Management System and Fire Records Management System, and the 24-hour 911 Public Safety Answering Point (PSAP) and public service communications answering point, which directly dispatches, refers, or relays the dispatch of all or some of the following categories of health and safety services: firefighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services. Except that after July 1, 2017, this definition shall no longer include the use of Law Enforcement Records Management System and Fire Records Management System.

Section 2. Agency to Provide Public Safety Communications. The Agency hereby agrees to operate and manage 911 communication services, which may include, but is not limited to, dispatching, referring and/or relaying all or some of the 911 communication services and except as provided elsewhere, constructing, installing and acquiring the public safety facilities and equipment as determined to be appropriate and necessary by the Agency.

The Agency hereby agrees that the 911 communication services shall be available for use by the Members in accordance with such terms, rules and regulations as shall be adopted by the Agency and approved by the Members. The Agency agrees that the 911 communication services shall be constructed, acquired, maintained and/or operated in accordance with all requirements of the laws of the State of Nebraska (the "State") and any applicable requirements of the laws, rules and regulations of the United States of America ("Federal Requirements"). Notwithstanding anything in this Service Agreement to the contrary, the Agency, subject to approval of the Agency Board, shall be permitted to contract with any contract provider for performance of any requirements of the Agency under this Service Agreement.

The Agency agrees that the 911 communication services shall be available to the Members under the terms of this Service Agreement so long as the 911 communication services remain operable and the Agency is in existence.

Section 3. Agency to Impose Charges for Other Users. The Agency agrees for the benefit of the Members to impose charges for use of the 911 communication services on other users of the 911 communication services as the Agency deems appropriate from time to time, taking into consideration all other revenues with respect to the 911 communication services, in order to provide for and sufficient to provide for the all costs of operation and maintenance of the 911 communication services.

Section 4. Members' Service Agreement to Make Payments for 911 communication services.

From the Effective Date of this Service Agreement until June 30, 2017, the County shall pay 77.5%, and the Sarpy Cities shall pay 22.5%, of all operational costs of the Agency to provide 911 communication services for the Members. The Sarpy Cities' share of costs shall be allocated among each of the Sarpy Cities based on the proportionate share of that city's population to the total population of all cities combined, or based on some other factor as determined by agreement of the cities and provided to the Sarpy Cities in writing for billing purposes. The population numbers for allocation of the Sarpy Cities' share of operational cost budgets beginning July 1, 2014 and each fiscal year thereafter shall be based on the final results of the 2010 census of the United States Census Bureau, subject to any adjustment by the United States Census Bureau. Modification of the allocation shall be furnished by Sarpy to each Member in writing before July 31 of each year. For purposes of this Service Agreement, "operational costs" means all costs of the Agency, including without limitation, any operational costs of contracted services directly or indirectly from the County or any other party, to provide 911 communication services, but excluding (i) costs or expenses of Capital Items of the Agency, County or any other contracted Party, and (ii) costs or expenses of particularized equipment of any of the Members.

Capital Items will not be shared by the Members as an operational cost. Sarpy County shall provide all Capital Items, including, but not limited to, the following items, at its own expense or through grant funding:

- (1) System upgrade scheduled roughly for 2016 presently intended to include new consoles, new microwave, and new P25RF, as may be necessary.
- (2) New building should the Communications Department be relocated to a different location.

For purposes of this Section, "Capital Items" means: items (1) through (2) listed above; the communications and other related facilities and equipment; all other requirements and expenditures of or for the Communications System to provide 911 communication services; all costs and expenses arising out of or related to Capital Items of the Agency, County or any other contracted party (excluding particularized equipment of each City and the Sarpy County Sheriff's Department, specifically portable/mobile radio units, pagers, and mobile data computers); and all other requirements and expenditures of or for the redundant site (all costs of the redundant site for items that are not Capital Items will be added to the annual operating cost budget), including, but not limited to, land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, infrastructure, and all other tangible or intangible assets that are used in operations and that have an initial useful life of 5 years or more and which have an initial cost or value of \$50,000 or more, notwithstanding the manner acquired, whether by acquisition, internal creation or development, financing, lease, purchase, lease-purchase or other financing method. Costs or efforts incurred or expended after the initial creation, development or acquisition of a particular Capital Item that extend the useful life or improve the efficiency or capacity of said Capital Item also shall constitute as Capital Items; provided, however, the following items shall not be considered Capital Items, and rather shall be included as annual operational costs shared by the Members pursuant to this Service Agreement:

- (1) Annual software license renewals, service agreements or maintenance agreements historically treated by the Members as operational costs shared by the Members, and
- (2) Replacement of any item of software costing \$100,000 or less, except for multiple software replacements at the same time or in a series of transactions that are related to the same project. If the County desires to treat as an operational cost to be shared by the Members any item of software costing more than \$100,000, unanimous approval of the Members to this Service Agreement will be required.

Except as otherwise expressly provided to the contrary in this Section, classification of items as capital or noncapital and any other issues arising out of this Section or the interpretation or implementation thereof shall be governed by applicable standards, interpretations and other guidance of the Governmental Accounting Standards Board.

Effective on and after July 1, 2017, (1) Sarpy County, at its sole cost and without any contributions from any of the Sarpy Cities, shall provide all 911 communication services for the Members, excluding the costs for (a) RMS services, the cost and service for which shall be addressed in a separate RMS service agreement and (b) particularized equipment of the Sarpy Cities, specifically: portable/mobile radio units, pagers and mobile data computers and (2) Sarpy County shall pay all costs of providing 911 communication services for all Members, after deducting all 911 surcharge fees (which the Members shall assign to Sarpy County), cash on hand and other non-tax revenues. Furthermore, Sarpy County agrees that all costs and revenues relating to the 911 communication services shall be recovered or derived on a uniform and consistent basis with respect to the public of Sarpy County, without any distinction based on location within Sarpy County or whether or not within the boundaries of any of the Sarpy Cities. This clause shall only be effective during this Agreement and shall not apply to a City or to Cities that have terminated this Agreement or are no longer a Party to this Agreement. This clause shall not be construed to create a private cause of action by any individual, taxpayer or third-party beneficiaries.

Upon adoption by Sarpy County of the operational cost budget, each Sarpy City shall remit its annual pro rata share beginning on July 1, with subsequent payments to be made on October 1, January 1 and April 1 of 2014, 2015, 2016, and until June of 2017.

A separate fund shall be established by Sarpy County to account for the revenues and expenses for the operation and maintenance of the 911 communication services. Any credit/debit balance in this fund shall be carried over to the next fiscal year and applied toward the succeeding year's adopted budget.

By executing this Service Agreement, each Member to this Service Agreement agrees to pay any sums owed under this Service Agreement and to otherwise fully perform according to the terms of this Service Agreement.

Section 5. Term of Service Agreement. This Service Agreement shall become effective July 1, 2014 and continue until June 30, 2017; provided, however, in the event the Agency elects to issue a bond, the provisions of Exhibit A of this Service Agreement as incorporated by this reference shall apply, and this Service Agreement shall remain in effect if any Agency 911 communication services bonds (including any and all refunding thereof) are outstanding under the terms of any bond resolution.

Section 6. Cost Sharing. This Service Agreement authorizes any Member hereto to enter into a separate cost sharing agreement with a Fire Protection District; provided, however, that such agreement does not alter Member's payment obligations nor can such agreement substitute such Fire Protection District as payor to Sarpy County.

Section 7. Counterparts. This Service Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8. Laws Governing Service Agreement. The effect and meaning of this Service Agreement and all rights of all Members hereunder shall be governed by and construed according to the laws of the State of Nebraska, including the PSC Act and the Interlocal Cooperation Act.

Section 9. Severability. If anyone or more covenants or agreements provided in this Service Agreement on the part of the Members or the Agency to be performed shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Service Agreement

Section 10. Successors and Assigns. All the covenants and representations contained in this Service Agreement, by or on behalf of the Members or the Agency, shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

Section 11. Article and Section Headings. The headings or titles of the several sections hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Service Agreement.

Section 12. Incorporation. The recitals, Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, the Management Agreement, and the Post-Agency Interlocal Agreement each shall be incorporated into this Service Agreement by reference.

Section 13. Amendment. Any amendment of this Service Agreement must be a written amendment executed by each of the Members and Agency.

IN WITNESS WHEREOF, the Members and the Agency have caused this Service Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

SARPY COUNTY, NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

CITY OF BELLEVUE

Date: \_\_\_\_\_

\_\_\_\_\_  
Rita Sanders, Mayor

Attest:

\_\_\_\_\_  
Kay Dammast, City Clerk

CITY OF PAPILLION

Date: \_\_\_\_\_

\_\_\_\_\_  
David P. Black, Mayor

Attest:

\_\_\_\_\_  
Elizabeth Butler, City Clerk

CITY OF LA VISTA

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Pamela A. Bueche, CMC  
City Clerk

CITY OF GRETNA

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jim Timmerman, Mayor

\_\_\_\_\_  
Tammy Tisdall, City Clerk

CITY OF SPRINGFIELD

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Michael Dill, Mayor

\_\_\_\_\_  
Kathleen Gottsch, City Clerk

SARPY COUNTY PUBLIC SAFETY  
COMMUNICATIONS AGENCY,  
NEBRASKA

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Chairman of Agency Board

\_\_\_\_\_  
Secretary of Agency Board

## **EXHIBIT A**

In the event the Agency issues Agency Bonds for any Capital Items, the Agreement between the Parties shall include the following terms and provisions:

A. Sarpy County agrees to be solely responsible for the costs to issue and repay the bonds. The amounts and times for payment of the bond shall be addressed in an amendment to this Service Agreement and shall be made by Sarpy County by making payment directly to the paying agent and registrar (the "Paying Agent") for the bonds as designated by the Agency.

B. Sarpy County shall undertake an absolute and unconditional obligation to make bond payments. The bond payments shall be made irrespective of whether the 911 communication system is operational and notwithstanding any suspension, interruption, interference, reduction or curtailment of the 911 Communication Services.

C. Sarpy County shall budget and appropriate funds in each fiscal year sufficient to make payment in full of the bond payments as required under the issuance of any such bond.

D. If Agency Bonds are issued, the term of this Service Agreement shall be extended as provided in the Agency Agreement.

E. This Service Agreement shall be for the benefit of the Members of the Agency and the registered owners of such bonds and shall not be subject to cancellation or rescission by the Members so long as any bonds remain outstanding under the terms of the resolution or resolutions authorizing their issuance (whether one or more, the "Resolutions").

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE MANAGEMENT SERVICE AGREEMENT IN CONJUNCTION WITH THE INTERLOCAL COOPERATION ACT AGREEMENT WHICH CREATED THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY ON BEHALF OF THE CITY OF LA VISTA

BE IT RESOLVED by the Mayor and City Council of La Vista that the Management Agreement between Sarpy County and the Sarpy County Public Safety Communications Agency is hereby accepted and approved by the City of Papillion, along with the approvals of the City of Bellevue, the City of La Vista, the City of Gretna and the City of Springfield, contingent upon concurrent:

- City Council approval of the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, Resolution No. R14-0041;
- City Council approval of the Members' Service Agreement, Resolution No. R14-0047;
- City Council approval of the Post-Agency Sarpy County Communications System Interlocal Agreement, Resolution No. R14-0048; and
- Approval of all four 911 communication services agreements (i.e., the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency, the Members' Service Agreement, the Management Agreement, and the Post-Agency Sarpy County Communications System Interlocal Agreement) by all of the governing bodies of Sarpy County and the Sarpy Cities.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute all necessary documents to facilitate the Management Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

## MANAGEMENT AGREEMENT

This Management Agreement is made and entered into as of the effective date, by and between the Sarpy County Public Safety Communications Agency, a joint entity created pursuant to Neb. Rev. Stat. § 13-801, et. seq. (Reissue 2007), as amended, (the "Agency") the City of La Vista, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, and the City of Gretna, Nebraska (collectively, the "Sarpy Cities"), and the County of Sarpy, in the State of Nebraska (the "County").

WHEREAS, the County and each of the other members of the Agency have general police powers and are authorized by applicable statutes (including but not limited to, in the case of the County, Neb. Rev. Stat. § 23-1715 (Reissue 2002) to own or operate a public safety communications 911 communication services and equipment and have formed the Agency to assist with the exercise of such powers on a cooperative basis under Neb. Rev. Stat. §§ 13-801, et. seq. (Reissue 2007) (the "Interlocal Cooperation Act");

WHEREAS, the Agency has been formed for the purpose of providing a public safety communications system to provide emergency and public safety communication services related to law enforcement, fire management, medical services, road maintenance services, public utilities, homeland security services and emergency and disaster relief services for the County and its inhabitants and the cities and villages located within the County and is proceeding to own or operate or propose to own or operate such system pursuant to Neb. Rev. Stat. § 86-416; and

WHEREAS, the Agency and the County believe that the 911 communication services can be most efficiently operated and managed if the County undertakes the general management and operation of the 911 communication services, acting as an independent contractor on behalf of the Agency.

NOW THEREFORE, the County and the Agency in consideration of the mutual covenants and agreements herein contained do hereby covenant and agree as follows:

### Section 1. Definitions. The following definitions apply to this Agreement:

- a. **Equipment.** The particularized equipment of each City and the Sarpy County Sheriff's Department, which is the subject of this Agreement, specifically: portable/mobile radio units, pagers, and mobile data computers.
- b. **Facilities.** The 911 communication services system housed in the Communications Department of Sarpy County and/or Douglas County or any combination thereof (or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy County and/or Douglas County, including all real, personal, or mixed property and satellite antenna(s) other than portable/mobile radios, pagers, and mobile data computers.
- c. **Governing Body.** The city council of a city or county board of a county when such is a signatory to this Agreement.
- d. **Public Safety Program.** The real, personal, and mixed property which each of the Cities directly or by contract and Sarpy County now or hereafter owns, uses, occupies, or maintains for the delivery of firefighting, law enforcement,

ambulance, emergency medical, and similar emergency services, or the direction and control over such property being used by another to deliver such services. Such term also includes the personnel who deliver such services.

- e. **Public Service Communications.** The secondary purpose of the 911 communication services, whereby Sarpy County and/or the Sarpy Cities acquire portable/mobile units for use in their governmental departments for other than public safety program purposes or as an adjunct to such public safety program purposes.
- f. **911 Communication Services.** A communications system which includes the use of equipment and facilities, the Public Safety Program, Law Enforcement Records Management System and Fire Records Management System, and the 24-hour 911 Public Safety Answering Point (PSAP) and public service communications answering point, which directly dispatches, refers, or relays the dispatch of all or some of the following categories of health and safety services: firefighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services. Except that after July 1, 2017, this definition shall no longer include the use of Law Enforcement Records Management System and Fire Records Management System.

**Section 2. County to Provide Operation and Management Services.** The County undertakes to operate and manage the 911 communication services, as an independent contractor of the Agency. To carry out the performance of this Management Agreement, the following terms shall apply:

- a. The County shall provide all necessary personnel to operate and manage 911 communication services. The County shall be responsible for the day-to-day operations of the 911 communication services. The County shall provide all personnel, materials and supplies necessary to operate and manage the 911 communication services. All County personnel assisting with the operation of the 911 communication services shall be and remain employees of the County for purposes of all state and federal laws governing the conditions of their employment, including but not limited to payment of wages, employment benefits, insurance, liability and taxation of income. The County shall operate and manage the 911 communication services on the basis of an annual budget proposed by the Sarpy County Public Safety Communications Agency Board ("Agency Board") and adopted by the County Board.
- b. The County as manager under the terms of this Management Agreement shall contract for work on such 911 communication services with contracts to be awarded and entered into pursuant to procedures applicable to awarding contracts by the County. All prior actions taken by the County with respect to any such contracts are hereby ratified and confirmed as actions of the Agency taken on its behalf by the County as its manager in contemplation of this Management Agreement.
- c. The County Board shall review the proposed initial 911 communication services budget prepared and submitted by the Agency Board, which the County Board of Commissioners may modify or approve, as referenced in

Section X of the Interlocal Cooperation Agreement Creating the Sarpy County Public Safety Communications Agency ("Agency Interlocal Agreement"). The County shall manage and operate the 911 communication services based on the approved initial 911 budget within the initial year. Subsequent to the initial year, the budget for 911 communication services shall be proposed to the County by the Agency Board and the County Board shall act on said proposed budget during the County's annual budget process, as set forth by state statute.

- d. The Agency has entered into a Members' Service Agreement (as described below) pursuant to Neb. Rev. Stat. § 86-416 with the County and the Cities of La Vista, Papillion, Bellevue, Springfield, and Gretna, Nebraska (the "Sarpy Cities"). The County as manager shall have the authority, acting as an independent contractor, to negotiate and enter into Service Agreements between the Agency and the Sarpy Cities which are members of the Agency with respect to public safety communications services to be provided by the 911 communication services. In addition, the County, acting as manager and an independent contractor, shall have authority to contract with any other public entity for services to be provided by the 911 communication services so long as the contract does not have the effect of changing the tax-exempt status of interest on any bonds issued by the Agency.
- e. The County as manager shall formulate rules and procedures governing the operation of the 911 communication services which shall be furnished to the Agency and as furnished, or as revised from time to time, shall be in force and effect, unless otherwise specified by the County, upon the filing thereof with the Agency and each member of the Agency; provided, however, the Agency Board shall determine and set the 911 communication services' operational and performance standard levels, as set forth in the Agency Interlocal Agreement.
- f. The County shall provide annual management reports to the Agency.
- g. The County, as manager under the terms of this Management Agreement, agrees to comply with all the requirements related to any grants received by the Agency or the County with respect to the 911 communication services, as if it were the recipient of such assistance.
- h. The County, as manager under the terms of this Management Agreement and the Agency Interlocal Agreement, shall manage and faithfully perform the administrative requirements of the Agency, including, but not limited to, treasurer reports, notice requirements and meeting minutes, and maintaining agency records.
- i. The County, as manager under the terms of this Management Agreement, shall operate the 911 communication services in accordance with all applicable federal, state and local laws, regulations and ordinances and shall obtain and maintain all necessary licenses and permits as shall be necessary

for the operation and maintenance of the 911 communication services, by and on behalf of the Agency.

- j. Prior to December 31, 2016, the County, as manager under the terms of this Management Agreement, shall negotiate with the Sarpy Cities or the Agency, the terms of a separate service agreement for Sarpy County to provide a Fire Records Management System and a Law Enforcement Records Management System ("RMS") associated with 911 communication services to each of the Sarpy Cities. In the event that the Sarpy Cities or Agency, collectively or individually, and Sarpy County are unable to agree on terms for a RMS service agreement by December 31, 2016, any Sarpy City shall have the right to obtain a RMS from another source, in which case Sarpy County shall agree to provide such Sarpy City with access to such Sarpy City's past, present and future 911 communications data residing in Sarpy County's 911 communication services databases.

Section 3. Financing for Operational Costs of the 911 communication services. The Agency agrees to compensate the County for the operational costs of the 911 communication services per the terms of the Agency Interlocal Agreement and the Service Agreements. To the extent operational costs of the 911 communication services are not funded from the general funds of the Agency or other sources such as federal or state grants, the Agency may provide funding by issuing revenue bonds (the "911 communication services Bonds") pursuant to Neb. Rev. Stat. § 13-808, as amended, payable from amounts to be received as fixed payments (the "Fixed Payments") from the County under the Members' Service Agreement by and between the Agency and Members of the Agency, including the County (the "Members' Service Agreement"). Notwithstanding anything in this Management Agreement to the contrary, bonds shall not be issued unless approved by all of the Members of the Agency.

In the event that such issuance of bonded indebtedness occurs, the Agency agrees to issue the bonds, in one or more issues, in amounts sufficient to pay the unfunded operational costs of the 911 communication services and to fund reserves, if any, and expenses required to be paid or funded in connection with the issuance of the 911 communication services bonds. The Agency agrees that the proceeds of the 911 communication services bonds available to pay operational costs of the 911 communication services shall be deposited with the appointed Agency Treasurer and held and accounted for as the separate funds of the Agency. The County, as manager, shall be responsible for the disbursement of such proceeds for the payment of costs of the 911 communication services.

Section 4. Collection and Application of Revenues of the 911 communication services. In the event the Agency issues a bond, the collection and application of potential revenues or other funds are to be governed by the terms and conditions of a bond resolution (the "Bond Resolution") adopted by a unanimous vote of the Agency Board. Subject to the terms of any bond resolution, the County shall collect all fees and charges for the use of and the service provided by the 911 communication services and such fees and charges shall be applied to the following, unless otherwise provided in a bond resolution or a service agreement:

- a. all costs of operation and maintenance of the 911 communication services including all wages and salaries of County personnel and all costs of materials and supplies attributable to the operation, maintenance and

management of the 911 communication services as permitted in the Agency Interlocal Agreement;

- b. the funding or restoration of all reserves, if any, required by a Bond Resolution to be maintained with respect to the 911 communication services Bonds; and
- c. the funding or restoration of all reserves required by applicable law with respect to the 911 communication services.

Any monies remaining from the fees and charges for the use of the 911 communication services, after each of the foregoing purposes has been satisfied in the full amount of any and all applicable payment requirements, may be retained for purposes of the Agency as determined by its governing body or may be returned to members of the Agency and other users as may be determined from time to time by the governing body of the Agency.

Section 5. Insurance. The County, as manager, shall maintain insurance with respect to its operation and maintenance of the 911 communication services and the operation on behalf of the Agency thereof as follows:

- a. A general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the 911 communication services with limits of not less than \$5,000,000 for bodily injury or death and \$1,000,000 for damage to property with respect to injuries, death or damage arising out of a single occurrence, not less than \$5,000,000 for bodily injury or death and \$1,000,000 for damage to property in the aggregate for all claims made against the County or the Agency with respect to the 911 communication services in any policy year and excess insurance with limits of not less than \$5,000,000 for claims exceeding policy coverage in any policy year; such general public liability insurance may be subject to a deductible amount not in excess of \$50,000; provided, however, the County, as manager may, in its discretion, elect to be self-insured with respect to any such general liability risks so long as it provides the Agency with a written indemnity agreement in form satisfactory to the Agency;
- b. workers' compensation insurance coverage as required by the laws of the State of Nebraska;
- c. performance bond coverage and labor and materials payment bond coverage for any construction contract for the 911 communication services, as determined appropriate by the County as manager;
- d. fidelity bond coverage for any person having access to funds related to the 911 communication services in an amount determined appropriate by the County as manager, unless such person is otherwise bonded for handling the same funds, through employment by the County or otherwise; and

- e. casualty damage insurance on all above-ground structures in an amount not less than the replacement cost thereof, as determined by the County from time to time.

All such insurance shall show the County as the insured and shall name the Agency as an additional insured with respect to the County's operation and maintenance of the 911 communication services. The cost of any and all such insurance shall be treated as a cost of operation and maintenance of the 911 communication services.

The Agency shall make arrangements to obtain insurance for its own activities as the Agency Board deems appropriate, and the costs thereof shall be shared equally among the Members of the Agency.

Section 6. Additional Improvements to 911 communication services. The County, as manager, shall have the right to contract for additional improvements for the 911 communication services ("Additional Improvements") and to pay the costs thereof as set forth in the Agency Interlocal Agreement and Service Agreement. If the cost of any such Additional Improvements is to be financed through the issuance of bonds of the Agency, no such Additional Improvements shall be contracted for by the County until such Additional Improvements have been approved unanimous vote by the Agency Board.

Section 7. Utilities and Other Impositions. The County, as manager, shall provide for the payment of all utility charges, taxes (if any) and other impositions with respect to the 911 communication services or the operation thereof and all such charges or impositions shall be treated as a cost of operation and maintenance of the 911 communication services and be paid from the revenues received by the County with respect to the 911 communication services.

Section 8. Term of Agreement. This Management Agreement shall be in effect for a term of three (3) years from the effective date of this Agreement; provided, however, this Management Agreement shall continue if the Agency has issued any bonds, pursuant to Neb. Rev. Stat. § 86-416, and such bonds remain outstanding.

Section 9. Governing Law. This Management Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

Section 10. Severability. If for any reason any provision hereof shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions hereof.

Section 11. Assigns. The covenants, agreements and conditions herein contained shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

Section 12. Counterparts. This Management Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 13. Article and Section Headings; Table of Contents. The headings or titles of several sections hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Management Agreement.

Section 14. Prior Drafts and Versions Superseded. This Management Agreement shall take effect immediately upon completion of its execution and thereupon any prior executed versions of this Management Agreement shall stand superseded and rescinded by mutual agreement of the parties hereto.

Section 15. Incorporation. The recitals, Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, the Members' Service Agreement and the Post-Agency Interlocal Agreement each shall be incorporated into this Management Agreement by reference.

Section 16. Amendment. Any amendment of this Management Agreement must be a written amendment executed by the County and Agency.

IN WITNESS WHEREOF, the County and the Agency have caused this Management Agreement to be executed on their behalf by their respective officers thereunto duly authorized, effective as of July 1, 2014.

SARPY COUNTY, NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

SARPY COUNTY PUBLIC SAFETY  
COMMUNICATIONS AGENCY,  
NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Agency Board

Attest:

\_\_\_\_\_  
Secretary of Agency Board

APPROVED BY:

CITY OF BELLEVUE

Date: \_\_\_\_\_

\_\_\_\_\_  
Rita Sanders, Mayor

Attest:

\_\_\_\_\_  
Kay Dammast, City Clerk

APPROVED BY:

CITY OF PAPIILLION

Date: \_\_\_\_\_

\_\_\_\_\_  
David P. Black, Mayor

Attest:

\_\_\_\_\_  
Elizabeth Butler, City Clerk

APPROVED BY:

CITY OF LA VISTA

Date: \_\_\_\_\_

\_\_\_\_\_  
Douglas Kindig, Mayor

Attest:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

APPROVED BY:

CITY OF GRETNA

Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Timmerman, Mayor

Attest:

\_\_\_\_\_  
Tammy Tisdall, City Clerk

APPROVED BY:

CITY OF SPRINGFIELD

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Dill, Mayor

Attest:

\_\_\_\_\_  
Kathleen Gottsch, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE POST-AGENCY SARPY COUNTY COMMUNICATIONS SYSTEM INTERLOCAL AGREEMENT WHICH IS IN EFFECT UPON DISSOLUTION OF THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY ON BEHALF OF THE CITY OF LA VISTA

BE IT RESOLVED by the Mayor and City Council of La Vista that the Post-Agency Sarpy County Communications System Interlocal Agreement between Sarpy County, the City of Bellevue, the City of Papillion, the City of La Vista, the City of Gretna and the City of Springfield is hereby accepted and approved contingent:

- City Council approval of the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Communications Agency, Resolution No. R14-0041;
- City Council approval of the Members' Service Agreement, Resolution No. R14-0047;
- City Council approval of the Management Agreement, Resolution No. R14-0056; and
- Approval of all four 911 communication services agreements (i.e., the Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency, the Members' Service Agreement, the Management Agreement, and the Post-Agency Sarpy County Communications System Interlocal Agreement) by all of the governing bodies of Sarpy County and the Sarpy Cities.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute all necessary documents to facilitate the Post-Agency Sarpy County Communications System Interlocal Agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2014.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**POST-AGENCY  
SARPY COUNTY COMMUNICATIONS SYSTEM  
INTERLOCAL AGREEMENT**

THIS INTERLOCAL COOPERATION ACT AGREEMENT (the "Agreement") is made by and between the City of La Vista, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, and the City of Gretna, Nebraska (collectively, the "Sarpy Cities"), and the County of Sarpy, Nebraska (the "County" or "Sarpy County"), (collectively, the County and Sarpy Cities, the "Parties").

WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 Emergency Telephone Communications Systems further the public interest and protect the health, safety and welfare of the people of Nebraska;

WHEREAS, the Parties agree with such findings and agree that they should strive to create the most efficient form of 911 emergency communications for law enforcement, including, but not limited to, fire, rescue, and other emergency dispatch and informational communications (the "911 communication services");

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 2007) (the "Interlocal Cooperation Act"), authorizes cities and counties to cooperate on the basis of mutual advantage to thereby provide for services and facilities, in a manner and pursuant to forms of governmental organization that will accord with the geographic, economic, population and other factors influencing the needs and development of the local communities;

WHEREAS, each and every Party is a political subdivision, organized and existing under the laws of the State of Nebraska;

WHEREAS, the Parties formed the Sarpy County Public Safety Communications Agency for 911 communication services, under the Interlocal Cooperation Act Agreement, effective on July 1, 2014, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (Reissue 2007) and entered into other related agreements (the "related agreements"), all effective on July 1, 2014;

WHEREAS, this Agreement shall become effective upon the dissolution of such Agency and the termination of such related agreements; and

WHEREAS, the Parties desire to deliver health, safety, and welfare services for its citizens and in order to have assurances of such services the Parties desire to enter into an Interlocal Cooperation Agreement with Sarpy County to set forth the terms and conditions within this Agreement for the continuation of 911 communication services upon the dissolution of the Agency.

NOW, THEREFORE, in consideration of the recitals above made and in further consideration of the promises and agreements that follow,

IT IS AGREED between the Parties as follows:

1. DEFINITIONS: The following definitions apply to this Agreement:

1.1 EQUIPMENT. The particularized equipment of each City and the Sarpy County Sheriff's Department, which is the subject of this Agreement, specifically: portable/mobile radio units, pagers, and mobile data computers.

1.2 FACILITIES. The 911 communication services system housed in the Communications Department of Sarpy County and/or Douglas County or any combination thereof (or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy County and/or Douglas County, including all real, personal, or mixed property and satellite antenna(s) other than portable/mobile radios, pagers, and mobile data computers.

1.3 GOVERNING BODY. The city council of a city or county board of a county when such is a signatory to this Agreement.

1.4 PUBLIC SAFETY PROGRAM. The real, personal, and mixed property which each of the Cities directly or by contract and Sarpy County now or hereafter owns, uses, occupies, or maintains for the delivery of firefighting, law enforcement, ambulance, emergency medical, and similar emergency services, or the direction and control over such property being used by another to deliver such services. Such term also includes the personnel who deliver such services.

1.5 PUBLIC SERVICE COMMUNICATIONS. The secondary purpose of the 911 communication services, whereby Sarpy County and/or the Sarpy Cities acquire portable/mobile units for use in their governmental departments for other than public safety program purposes or as an adjunct to such public safety program purposes.

1.6 911 COMMUNICATION SERVICES. A communications system which includes the use of equipment and facilities, the Public Safety Program, and the 24-hour 911 Public Safety Answering Point (PSAP) and public service communications answering point, which directly dispatches, refers, or relays the dispatch of all or some of the following categories of health and safety services: firefighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services. Effective July 1, 2017, this definition shall not include the use of the Law Enforcement Records Management System and Fire Records Management System.

2. OBLIGATION TO PROVIDE SERVICES. Sarpy County declares that it operates and manages or contracts for the operation of 911 communication services. The Parties acknowledge that it is receiving or will be receiving such 911 communication services and agrees to participate in, and Sarpy County agrees to provide all Parties to this Agreement and the Parties designated in Section 5.5 herein, the 911 communication services upon the terms and conditions established herein.

3. 911 COMMUNICATION SERVICES COSTS. Sarpy County on and after July 1, 2017, at its sole cost and without any contributions from any of the Sarpy Cities that are Parties to this Agreement, shall provide all 911 communication services for the Parties to this Agreement and the Parties designated in Section 5.5 herein. Sarpy County at its sole cost will be responsible for all Capital Items and operational costs for those 911 communication services provided by Sarpy County or its assignee provided in Section 17. Sarpy County agrees that all costs and revenues relating to the 911 communication services shall be recovered or derived on a uniform and consistent basis with respect to the public of Sarpy County, without any distinction based on location within the County or whether or not within or outside the boundaries of any of the Sarpy Cities. This clause shall only be effective during this Agreement and shall not apply to a City or to Cities that have terminated this Agreement or are no longer a Party to this Agreement. This clause shall not be construed to create a private cause of action by any individual, taxpayer or third-party beneficiaries. As consideration for the 911 communication services, it is understood that all 911 service surcharge revenues of any City shall be remitted or be payable to Sarpy County.

4. COMMUNICATIONS USERS GROUP.

A. Membership:

(1) Voting members:

The Communications Users Group Membership shall be comprised of the Chair of the Sarpy County Board, or his or her designee, and the Mayors of the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield, and the City of Gretna, or their respective designees. One alternate member also shall be designated, in writing, from each Party in the same manner and shall participate on behalf of the Party for quorum and voting purposes in the absence of one of the Party's principal representatives. Each principal (or alternate attending in the absence of a principal) shall have one vote on all matters to come before the Communications User Group, and a quorum consisting of a minimum of 4 voting members shall be necessary to conduct business or take action.

(2) Ex-Officio (non-voting) members:

The Sarpy County Communications Director ("Communications Director") or his or her designee, one fire chief selected from among all of the fire departments, and one law enforcement chief officer selected from among all of the law enforcement or police departments shall serve as ex-officio (non-voting) members of the Communications Users Group. The selection of such Ex-Officio members shall be made by voting members.

(3) Term of Members:

Representatives or alternates serving as members of the Communications Users Group shall serve at the pleasure of the appointing governing body or its designee and shall be subject to removal or replacement at any time for any or no cause or reason. Vacancies shall be filled by the appointing governing body or its designee.

(4) Compensation of Members.

No member of the Communications Users Group shall be paid or compensated for any services

rendered as a member.

**B. Responsibility and Authority:**

The Communications Users Group shall have the responsibility for and the authority to do and perform the following:

(1) Analyze and establish the appropriate Operating and Performance Standards for the 911 communication services and reevaluate such standards on an annual basis, the implementation of which shall be contingent upon Sarpy County Board funding of the Standards.

(2) Provide an estimate of the cost of complying with the Operating and Performance Standards established by the Communications Users Group.

**C. Meetings of the Communications Users Group:**

(1) Regular scheduled meetings of the Communications Users Group shall be held semi-annually at such time and place as determined by the Chair. Special meetings may be called by the Chair as needed or desired, and shall be called as soon as practical after a request to do so by either subcommittee described in "E" below. Not less than 24 hours written or electronic notice of all meetings shall be given to all representatives and alternate representatives of the time and place of all meetings.

(2) All motions presented for approval shall require an affirmative vote of 2/3 of the members of the committee.

**D. Officers of the Communications Users Group:** Officers of the Communications Users Group shall consist of a chairperson and a vice chairperson to act in the absence of the chairperson, each of whom must be a voting member. The members of the Communications Users Group at the first meeting after July 1 shall elect the chairperson and vice chairperson according to such rules as the Group establishes. A staff person of the Communications Department shall be designated by the Communications Director to serve as secretary of the Communications Users Group to take and record minutes of all meetings and to give notices as directed by the chairperson.

**E. Users Subcommittee Membership:**

(1) **Fire/EMS Users Subcommittee:** The Fire/EMS Users Subcommittee shall be comprised of the chief officer, or the chief officer's appointee, of the fire department of each Party to this Agreement together with an employee of the Sarpy County Communications Department designated by the Communications Director who shall be a voting member of such committee.

(2) **Law Enforcement Users Subcommittee:** The Law Enforcement Users Subcommittee shall be comprised of the chief officer, or the chief officer's appointee, of the law enforcement or police department of each Party to this Agreement together with an employee of the Sarpy County Communications Department designated by the Communications Director, who shall be a voting member of such committee.

F. Meetings: Each Users Subcommittee shall meet not less than once a quarter at such time and place as shall be determined by the Chair of such subcommittee. Written or electronic notices of all meetings shall be given to the appropriate members of each Users Subcommittee. A quorum consisting of a majority of the voting members of a Users Subcommittee shall be necessary to conduct business or take action. Each member of a Users Subcommittee shall be entitled to one vote on matters before their respective Users Subcommittee. The affirmative vote of 2/3 of the members of a Subcommittee shall be required to take action.

G. Users Subcommittee Officers: The officers of each Users Subcommittee shall consist of a Chair and a Vice Chair, each of whom shall be a Chief, or designee, of his or her fire department or law enforcement or police department. Each Subcommittee annually at the first meeting after July 1 shall elect a Chair and Vice Chair in such manner as the Subcommittee establishes.

H. Responsibility and Authority: Each Users Subcommittee shall have the responsibility to recommend and advise the Communication Users Group and the Communications Director with respect to each of the following:

- (1) The development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery for their respective Users service activity.
- (2) Dispatcher staffing levels.
- (3) Cost estimates for 911 communication services, including the cost of implementation of the Operating and Performance Standards established by the Communication Users Group.
- (4) Operating and Performance Standards for 911 communication services that are specific to the User Subcommittee.
- (5) Technical systems enhancements.

5. DUTIES OF SARPY COUNTY. To carry out the faithful performance of this Agreement, Sarpy County shall:

5.1 Maintain, keep, and determine that its Facilities and Equipment are current and functional to deliver 911 communication services, at its cost.

5.2 Maintain, keep and determine that Sarpy County Communications Department personnel are currently trained and provide such upgrading and retraining as necessary to deliver system services consistent with Performance Standards selected and agreed upon by the former Sarpy County Public Safety Communications Agency, unless otherwise agreed upon by the Communications User Group.

5.3 Collect and account for revenues.

5.4 Provide each city with access to report of the financial activity as it relates to revenues and expenses within the communications system fund account.

5.5 Continue to provide the operation of a 911 communication services during the term of this Agreement to (i) the Cities that are Parties to this Agreement, (ii) any Rural Fire or Fire Protection Districts that provides or receives, or in the future provides or receives, any public safety program to or from any of the Sarpy Cities that are Parties to this Agreement, and (iii) such other entities that may contract with the County for said services.

5.6 Maintain such types, kinds, and amounts of insurance to insure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold each of the Sarpy Cities and their Governing Bodies harmless from loss or expense to the Sarpy Cities resulting from Sarpy County's negligent acts or the negligent acts of its personnel.

6. DUTIES OF THE SARPY CITIES. To carry out the faithful performance of this Agreement, each City agrees, at its cost, to:

6.1 Maintain, keep and determine that its property and equipment are reasonably current and functional for 911 communication Services.

6.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary for 911 communication Services

6.3 Continue to operate or contract for the operation of a public safety program as required to actually carry out its public safety program function.

6.4 Maintain such types, kinds, and amounts of insurance to insure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold Sarpy harmless from loss or expense to Sarpy County resulted from any Sarpy City's negligent act or the negligent acts of its personnel.

6.5 Provide and maintain portable/mobile radio units, pagers and mobile data computers that are necessary in order for the City to utilize the 911 communication service provided by County.

6.6 Implement the telephone answering and dispatch protocols, procedures, policies and systems adopted by the Communications Director.

7. REDUNDANT SITE. As additional consideration for all Parties joining in this Agreement, Sarpy County agrees to provide a backup redundant 911 communication services system. Such system facilities shall be available to the Parties hereto in the event of emergency without further consideration or cost other than the mutual costs, duties, rights and responsibilities already undertaken herein. Sarpy County, at its sole cost, will provide all Capital Items required for the redundant site.

8. GOVERNING LAW. The governing law of the State of Nebraska shall apply

concerning the validity, construction, interpretation, and effect of this Agreement.

9. SEVERABILITY. To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provisions of legislation, such legislative provisions shall prevail and this Agreement shall be construed to the end that it be and become in conformity with such legislation.

To the extent any provision herein is declared to be void by final decision of a court, such event shall not constitute a cessation of this Agreement. Each Party hereto will be responsible for carrying out the faithful performance of the remaining Agreement provisions. Each Party hereto represents and declares that it has, by acts of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties, or obligations contained herein.

10. COMMENCEMENT DATE AND TERM. This Agreement shall commence on the 1st day after the dissolution of the Sarpy County Public Safety Communications Agency and termination of the related agreements. This Agreement shall terminate ten (10) years from the commencement date of this Agreement, unless otherwise mutually agreed upon by the Parties; provided, however, each Sarpy City may elect to renew this Agreement for 911 communication services for an additional five (5) years at its sole discretion. Such election shall not be made less than thirty (30) days prior to the termination of this Agreement.

11. AUTHORITY TO CONTRACT. Each Party acknowledges and declares that the relationship created herein is that of independent contractor. All 911 communication services program and public safety functions, respectively, shall be created, implemented, and continued so as to maintain such independent contractor status.

12. FIRE PROTECTION DISTRICT COST SHARING. This Agreement authorizes any Sarpy City hereto to enter into a separate cost sharing agreement with a Rural Fire or Fire Protection District located within Sarpy County, and Sarpy County shall not seek any cost sharing for 911 communication services from such Rural Fire or Fire Protection District, except for costs associated with the Fire Records Management System.

13. USE OF THE SYSTEM BY NON-PARTIES. Except as provided for in Section 5.5 or Section 12 herein, or unless otherwise agreed upon by the Parties, a Sarpy City shall not subcontract or assign its right of use to a non-Party without Sarpy County's approval. Sarpy County shall not unreasonably refuse to agree to the use of the 911 communication services by a non-party provided that: 1) said use is compatible with the purposes of the 911 communication services as described in paragraph 1.6 herein; 2) the non-party user complies with the standards and protocols adopted by Sarpy County governing said use; and 3) that the cost of providing such 911 communication services to said non-party use is negotiated and set forth in a separate agreement with Sarpy County.

14. ENTIRETY AND AMENDMENTS. Except for the related Agreements defined in the Recitals and incorporated by reference: This Agreement contains the entire Agreement between the Parties hereto and the terms are contractual and not a mere recital. There are no

further Agreements or understandings between the Parties other than those expressed herein. An amendment to this Agreement occurs when in writing and signed by the Parties hereto. The Parties intend this Agreement, effective July 1, 2017, to supersede and terminate the Interlocal Cooperation Agreement Creating the Sarpy County Public Safety Communications Agency, the Members' Service Agreements, the Management Agreement, and all previous agreements for 800 MHz systems or 911 services.

15. TERMINATION. Each Party will faithfully attempt to provide its respective 911 communication services and Public Safety Program functions continuously and without termination. However, in the event any Party chooses to terminate its participation of this Agreement such terminating Party shall be required to give one (1) calendar year notice prior to the desired date of termination, and said notice shall specifically state the date of such termination. During the first five (5) years after the commencement date of this Agreement, this Agreement shall not be terminated by any Party except for the reason that the County is terminating operations and delivery of 911 communication services in its entirety. Termination of a Sarpy City's participation in this Agreement pursuant to this Section or otherwise shall be deemed to automatically terminate any agreement with said Sarpy City and any other Party regarding the assignment of 911 service surcharges effective on the date of said termination.

16. BREACH. Should a Sarpy City breach, violate, or abrogate any term, condition, clause, or provision of this Agreement, Sarpy County shall notify the Sarpy City in writing that such an action has occurred. If satisfactory provision or the commencement of a satisfactory action to obtain satisfactory provisions does not occur within thirty (30) days from such written notice, Sarpy County may, at its option, terminate this Agreement with the breaching party. Should Sarpy County breach, violate, or abrogate any term, condition, clause, or provision of this Agreement, any Sarpy City shall notify Sarpy County in writing that such an action has occurred. If satisfactory provision or the commencement of a satisfactory action to obtain satisfactory provisions does not occur within thirty (30) days from such written notice, any Sarpy City may, at its option, withdraw from this Agreement. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

17. ASSIGNMENT. Assignment to another political subdivision by a Sarpy City shall be allowed with the written consent of the Parties, and such consent shall not be unreasonably withheld. Assignment to Douglas County by Sarpy County shall be allowed without the prior written consent of each Sarpy City. In any event Sarpy County will continue to be primarily responsible for the faithful performance of its responsibilities until such time as the assignee actually commences 911 communication services.

18. AUTHORITY TO ACT. Each Party hereto declares that it has by regular acts of business taken all steps and passed all resolution(s)/ordinance(s) which are legally necessary or required to authorize this Agreement and the rights, duties, and obligations herein. Each Party represents and warrants that each has the power and authority to enter into this Agreement, perform its obligations, incur expenditures or debt, and to consummate the contemplated transactions.

19. CONTACT PERSON. The Parties' Administrators shall be designated as contact

persons regarding the terms of this Agreement.

20. INTERLOCAL COOPERATION ACT. Pursuant to the provisions of the Nebraska Interlocal Cooperation Act, found at Neb. Rev. Stat §13-801 et. seq. (Reissue 1997), and to the extent not specified in this Agreement, the Parties further state as follows:

20.1 No separate legal or administrative entity will be created hereunder.

20.2 Obligations under this Agreement will be financed as allowed by law.

20.3 Termination of this Agreement shall properly occur as provided herein.

20.4 Sarpy County shall be the lead agency in the implementation of this Agreement. All contracts or Agreements with any other parties occasioned by Agreement shall be made by Sarpy County pursuant to this Agreement. Sarpy County shall not bind another Party without its written consent.

20.5 Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1997), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

20.6 Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1997), the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of Parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of any Parties' obligations pursuant to this Agreement which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20.7 In the performance of this Agreement, each Party agrees that it shall not discriminate against any individuals or persons on account of race, national origin, sex, age, disability, political or religious affiliations or otherwise in violation of federal, state or local laws. This requirement shall apply to, and be deemed included in any agreement with any party providing any products, services or work related to this Agreement.

It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, condition or provisions held to be invalid.

EXECUTED in six (6) duplicate originals as of this \_\_\_\_ day of \_\_\_\_\_, 2014.

IN WITNESS WHEREOF, the undersigned City of Gretna, Nebraska has duly executed  
this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF GRETNA, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

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

IN WITNESS WHEREOF, the undersigned City of Papillion, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF PAPILLION, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

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

IN WITNESS WHEREOF, the undersigned City of Bellevue, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF BELLEVUE, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bellevue City Attorney

IN WITNESS WHEREOF, the undersigned City of La Vista, Nebraska has duly executed  
this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF LA VISTA, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

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

IN WITNESS WHEREOF, the undersigned City of Springfield, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF SPRINGFIELD, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

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

IN WITNESS WHEREOF, the undersigned County of Sarpy, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2014.

COUNTY OF SARPY, NEBRASKA

SEAL

\_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarpy County Attorney