

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2011  
AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL COOPERATION AGREEMENT — 911 SERVICES	► RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to approve the Sarpy County Communication Systems Interlocal Agreement dated November 1, 2011.

**FISCAL IMPACT**

The new agreement reduces Sarpy County's obligation from 82.1% of the annual operational costs to 79.04% in the current fiscal year and down to 77.5% of the annual operating costs for the remainder of the contract. Sarpy County remains responsible for capital project costs under the new agreement. Pursuant to the new agreement, the five cities in Sarpy County will split the remaining 22.5% of the annual operating costs based on the population of each city. I have attached a spreadsheet for years 1 and 2 for your review.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On April 19, 1994, the City of La Vista and other municipalities in Sarpy County entered into an interlocal agreement with Sarpy County to provide 911 services. (*Agreement amended in 1995*). The 1994 agreement was for 15 years and expired on April 19, 2009 followed by a six month extension. There is a provision in the 1994 agreement stating that, "Termination of this Agreement as an Interlocal Cooperation Agreement occurs at the end of the fifteenth (15<sup>th</sup>) year of system operation. At that time, the parties may negotiate a new Agreement or continue under the terms of this Agreement as a contract for operational cost sharing." The parties have continued under the terms of the 1994 agreement as a contract for operational cost sharing until a new agreement could be negotiated.

The new agreement has a 5 year term with an option for a city to elect to continue for an additional 5 years. The agreement also indicates that the parties will conduct a joint study with Douglas County to consider the feasibility and advisability of a cooperative, joint communications system and provision of 911 Services by counties and cities on a regional basis.

**Contract Costs**  
**Year 1 - FY 2011/2012**

City	Current	Population	Percent	Cost	% Increase
Bellevue	\$306,684	50,137	55.24%	\$343,299	11.94%
Papillion	\$117,514	18,894	20.82%	\$129,371	10.09%
La Vista	\$63,056	15,758	17.36%	\$107,898	71.12%
Gretna	\$25,795	4,441	4.89%	\$30,408	17.89%
Springfield	\$0	1,529	1.68%	\$10,469	
County	\$2,343,470		79.04%	\$2,343,470	0.00%
<b>Total</b>		<b>90,759</b>		<b>\$2,964,917</b>	

\$2,964,917 \*Based on FY 2011/2012 county 911 operating cost

\*Population based on July 1, 2010 U.S. Census

	<u>FY 2010/2011</u>	<u>FY 2011/2012</u>	<u>% Increase/Decrease</u>
Total communications budget	\$3,580,297	\$3,725,582	4%
Projected E-911 surcharges	\$624,000	\$760,665	-3.4%
total to be allocated		\$2,964,917	

**Contract Costs**  
**Year 2 - FY 2012/2013**

City	Current	Population	Percent	Cost	% Increase
Bellevue	\$343,299	50,137	55.24%	\$366,344	6.71%
Papillion	\$129,371	18,894	20.82%	\$138,056	6.71%
La Vista	\$107,898	15,758	17.36%	\$115,141	6.71%
Gretna	\$30,408	4,441	4.89%	\$32,450	6.71%
Springfield	\$10,469	1,529	1.68%	\$11,172	
County	\$2,343,470		77.50%	\$2,420,351	3.28%
Total		90,759		\$3,083,514	

\$3,083,514 \*Based on FY 2012/2013 county 911 operating cost

\*Population based on July 1, 2010 U.S. Census

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF THE SARPY COUNTY COMMUNICATIONS SYSTEMS INTERLOCAL AGREEMENT DATED NOVEMBER 1, 2011.

WHEREAS, on April 19, 1994 the City of La Vista and other municipalities in Sarpy county entered into a 15-year interlocal agreement with Sarpy County to provide 911 services; and

WHEREAS, in accordance with language in the current agreement, parties have continued under the terms of the 1994 Agreement as a contract for operational cost sharing until a new agreement could be negotiated.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Sarpy County Communications Systems Interlocal Agreement Dated November 1, 2011 is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

CITY OF LA VISTA

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

ATTEST:

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

**SARPY COUNTY COMMUNICATIONS SYSTEM  
INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and among City of Gretna, Nebraska ("Gretna"), City of Papillion, Nebraska ("Papillion"), City of Bellevue, Nebraska ("Bellevue"), City of LaVista, Nebraska ("LaVista"), City of Springfield, Nebraska ("Springfield"), (hereinafter collectively called "Cities" or "a City" when used in the singular), and the County of Sarpy, Nebraska, a body politic and Corporate ("Sarpy").

**WHEREAS:**

- A) The parties hereto engage in the delivery of health, safety, and welfare services.
- B) Each party desires to improve the coordination, cooperation, and efficiency of such services through the single county-wide communications system popularly called Sarpy County Communications System.

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, to-wit: portable/mobile radio units, pagers, and mobile data computers.

1.2 FACILITIES. The Communications System housed in the Communications Department of Sarpy County,( or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy 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 AGENCY. The real, personal, and mixed property which each of the Cities, directly or by contract, and Sarpy now or hereafter owns, uses, occupies, depends upon or maintains for the delivery of fire fighting, 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 Communications System, whereby Sarpy or a City acquires portable/mobile units for use in their governmental departments for other than public safety agency purposes or as an adjunct to such public safety agency purposes.

1.6 SARPY. Sarpy County, acting by and through its Board of Commissioners.

1.7 COMMUNICATIONS SYSTEM. A communications system which includes the equipment, facilities, and 911 services as defined in this section.

1.8 911 SERVICES. Sarpy's 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: fire fighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services.

2. OBLIGATION TO PROVIDE SERVICES. Each of the Cities and Sarpy declares that it operates or controls the operation of a Public Safety Agency. Each City and Sarpy also acknowledges that it is receiving or will be receiving such 911 services and agrees to participate in the Communications System upon the terms and conditions established herein. Each of the Cities and Sarpy subject to approval of its governing body agree to order, acquire, and pay for all equipment and the installation and maintenance of such equipment as required by this Agreement or as may be agreed upon in writing.

3. COMMUNICATIONS DEPARTMENT OPERATIONAL COSTS. Each year by April 20<sup>th</sup>, the Communications Director shall prepare the Communications Department annual proposed operational cost budget for the fiscal year, July 1 through June 30, and shall submit such budget to the Communications Budget Advisory Committee (CBAC) for their review. The CBAC shall meet prior to May 10 to provide any recommendations on the proposed operational cost budget. The Communications Director will then present the proposed operational cost budget, including the recommendations, if any, from the CBAC, to the County Board at a public meeting in May. The County Board agrees to consider any recommendations that may be made by the CBAC, yet retains final authority to approve the budget as part of the County's legal obligation to timely approve an annual budget.

3.1 The Communications Budget Advisory Committee shall be made up of two

County Commissioners designated by the Board, and an elected official or designee from each City, each elected official or designee being chosen by each City and his/her name provided to the County Administrator and Fiscal Administrator by April 1 of each year. An elected official or designee shall continue to serve at the pleasure of the appointing party if a party fails to designate a replacement by April 1. If the Communications budget increase is 7% or more over the previous fiscal year budget, the County Board will not approve such budget without approval of the Communications Budget Advisory Committee. In the absence of said Communications Budget Advisory Committee approval, an increase in the Communications budget of 7% or more over the previous fiscal year budget may only be approved by a vote in favor of such budget by at least 2/3 of the membership of the County Board of Commissioners.

3.2 The operational cost budget shall not include expenses related to those items described in paragraph 6.8 herein. Motions presented for approval of the CBAC shall require an affirmative vote of 2/3 of the members of the CBAC.

4. Upon adoption by Sarpy of the operating cost budget, each City shall remit on the first day of the months of October, January, April and July one-fourth (1/4) of its annual pro rata share of annual Communications Department operating costs within the budget to Sarpy pursuant to the percentage amounts in 4.3 below.

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

4.2 The pro rata operational cost sharing agreed to by Sarpy ("Share") shall be 79.04% for the fiscal year beginning July 1, 2011, and 77.50% for the remaining years



of this agreement.

4.3 Sarpy County agrees to pay its share outlined above of the Communications Department operational expense budget. The remaining portion shall be allocated to each city 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 County in writing for billing purposes. The population numbers for allocation of the operational cost budgets beginning July 1, 2011 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 party in writing before July 31 of each year.

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

4.5 At the end of the fifth (5th) year of operation after the effective date, which will be June 30, 2016, ("End Date") a City may elect to continue on the terms set forth herein for an additional term of five (5) years. A City desiring to continue for an additional term shall make the election by giving notice thereof to the County not less than thirty (30) days of the End Date. A copy of any such notice also shall be provided to each other City. At the end of the second term, this Agreement shall become a contract for operational cost sharing upon the same methods and criteria as called for in this Agreement or such new criteria as may be adopted or otherwise agreed to.

4.6 Sarpy County at its sole cost will be responsible for all Capital Items as defined in Section 6.8

4.7 This agreement authorizes any party hereto to enter into a separate cost sharing agreement with a Fire Protection District; provided, however, that such agreement does not alter such party's 4.2 or 4.3 share obligation nor can such agreement substitute such Fire Protection District as a payor to Sarpy.

4.8. SHARED SERVICES STUDY. In order to best serve the needs of the citizens represented by the parties hereto and to make best use of the resources available, the parties will conduct a study with Douglas County to determine if the services provided herein may better be provided jointly and cooperatively with other public bodies on a regional basis. Accordingly, the parties will pursue, enter any necessary agreements and conduct jointly with Douglas County a study of the feasibility and advisability of a cooperative, joint communications system and provision of 911 Services by counties and cities on a regional basis including the parties to this Agreement and Douglas County ("Shared Services Study" or "Study"). The Study shall be conducted by the Committee for Shared Services as described in Exhibit A, attached hereto and incorporated herein by this reference. Within 60 days after this Agreement is executed, the parties shall obtain written agreement of Douglas County to proceed with the Study. The City of Omaha also may participate in the study upon delivering to the parties its written agreement to participate.

5. COMMUNICATIONS USERS GROUP.

A. Membership:

(1) Voting members:

The Communications Users Group Membership shall be comprised of one representative from each party to this Agreement, selected by the party's governing

body or its designee. 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 Communications Director, 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) member of the Communications Users Group. Selections 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) Establish the mission and goals of the Sarpy County

Communications Department.

(2) Review performance relative to the, implementation of the Sarpy County Communications Department's policies and its budget.

(3) Review technical systems enhancements.

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 for and the authority to do and perform the following:

- (1) Make recommendations in the development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery for their respective Users service activity.
- (2) Make recommendations relative to dispatcher staffing levels.
- (3) Advise the Communications Director in the preparation of the budget of the Sarpy County Communications Department.
- (4) Make recommendations regarding Standard Operating Guidelines that are specific to the User Subcommittee making such recommendations.
- (5) Make recommendations regarding technical systems enhancements.

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

- 6.1 Maintain, keep, and determine that the facilities and equipment are current and functional to deliver communication system services.
- 6.2 Maintain, keep and determine that Sarpy Communications

Department personnel are currently trained and provide such upgrading and retraining as necessary to deliver system services.

6.3 Collect and account for revenues.

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

6.5 Each year, adopt a Communications Department budget that generally itemizes Communications Department costs whether such are non-recurring or recurring, together with maintenance or operating charges relating thereto. Such annual budget shall be pro rated and payable pursuant to 4.2 and 4.3 above. It is understood that all 911 service surcharge revenues of any City shall be remitted or be payable to Sarpy; and, when received by Sarpy shall be deducted by Sarpy from the annual operating cost budget prior to the computation in 4 above.

6.6 Continue to control and furnish the operation of a 911 Services program during the term of this Agreement in accord with standards as in its discretion, may deem necessary or required, and as such may be modified pursuant to the Standard Operating Guidelines.

6.7 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 Cities and their Governing Body harmless from loss or expense to the City resulting from Sarpy's negligent acts or the negligent acts of its personnel.

6.8 Sarpy County shall provide all Capital Items, including the following items, at its own expense or through grant funding. Capital Items will not be shared by

the parties as an operational cost.

- (1) Smart X upgrade pursuant to an Agreement with Motorola dated August 31, 2010 at a cost of approximately \$497,000.
- (2) Master Control upgrade pursuant to an Agreement with Motorola dated December 14, 2010 at a cost of \$1,629,458.
- (3) System upgrade scheduled roughly for 2016 presently intended to include new consoles, new microwave, and new P25RF, as may be necessary.
- (4) New building should the Communications Department be relocated to a different location.

For purposes of this Section, "Capital Items" means items (1) through (4) listed above, the Facilities and all other requirements and expenditures of or for the Communications System (excluding particularized equipment of a party described in Section 1.1) or redundant site, including, but not limited to, land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, 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 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 parties pursuant to this Agreement:

1. Annual software license renewals, service agreements or maintenance agreements historically treated by the parties as operational costs shared by the parties, 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 parties any item of software costing more than \$100,000, unanimous approval of the parties to this Agreement will be required.

Except as otherwise expressly provided to the contrary in this Section 6.8, classification of items as capital or noncapital and any other issues arising out of this section 6.8 or the interpretation or implementation thereof shall be governed by applicable standards, interpretations and other guidance of the Governmental Accounting Standards Board.

7. DUTIES OF THE CITIES. To carry out the faithful performance of this

Agreement, each City agrees at its cost to:

7.1 Maintain, keep and determine that its property and equipment are reasonably current and functional to deliver public health and safety services as applicable.

7.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary to deliver public health and safety services.

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

7.4 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 resulted from the City's negligent act or the negligent acts of its personnel.

8. REDUNDANT SITE. As additional consideration for all parties joining in this Agreement, Sarpy agrees to provide a back up redundant 911 communications services system no later than October 1, 2012. 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. The County, at its sole cost, will provide all Capital Items required 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 prepared under paragraph 3 of this Agreement.

9. GOVERNING LAW. The governing law of the State of Nebraska shall

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

9.1 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. This Agreement begins on the 1st day of July, 2011 ("effective date"), notwithstanding the fact that the execution thereof occurs on a date later than such date. The parties intend this agreement to supersede all previous Agreements for 800 MHz system or 911 services.

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

12. ENTIRETY AND AMENDMENTS. 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.

13. TERMINATION. Each party will faithfully attempt to provide its respective Public Safety Agency service functions continuously and without termination. However, in addition to the option to terminate provided in Exhibit A, 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. Such notice shall be given at least one year prior to the date on which such termination is proposed to occur, and said notice shall specifically state the date of such termination. During the first five (5) years of this Agreement, this Agreement shall not be terminated by any party except for the reason that the party is terminating operation and delivery of Public Safety Agency services in its entirety or is exercising the option to terminate upon 90 days notice pursuant to Exhibit A. Termination of a City's participation in this Agreement pursuant to this Section 13 or otherwise shall be deemed to automatically terminate any agreement of said City and any other party regarding 911 service surcharges.

13.1 During the one year termination notice period and if the terminating party is a City, and said City also is terminating Public Safety Agency services, such City will provide a mechanism whereby its service area users will be provided with Public Safety Agency services which it proposes to terminate by another city or county and the funding to which it is obligated will be assumed by such other city or county.

13.2 During the one year termination notice period and if the terminating Party is Sarpy; Sarpy will provide a mechanism whereby its service area users will be

provided with a communications system at an initial cost to each City no greater than anticipated in the budget for the year after the termination notice.

13.3 Termination of this Agreement as an interlocal cooperation Agreement occurs automatically and without any notice required five (5) years from effective date, which will be June 30, 2016, and, subject to election of an additional term by a City pursuant to Section 4.5, at the end of any additional term so elected. At that time the parties may negotiate a new Agreement or continue under the terms of this Agreement as a contract for operational cost sharing.

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

14. ASSIGNMENT. Assignment or substitution by assignment or substitution pursuant to a termination in 13 above by or to a City shall not be allowed without the prior written consent of Sarpy. Written consent is only effective when the terms of paragraph 13 above are followed. In any event, each City will continue to be primarily responsible for the faithful performance of its duties and responsibilities until such time

as the assignee or substituted party actually commences Public Safety Agency functions. To the extent equipment acquisition costs are not fully paid at the time of such an assignment, then City remains primarily responsible and liable therefore.

14.1 Assignment or substitution by assignment or substitution by termination in 13 above by Sarpy shall not be allowed without the prior written consent of each City. Written consent is only effective when the terms of paragraph 13 above are followed. In any event Sarpy will continue to be primarily responsible for the faithful performance of its responsibilities until such time as the assignee or substituted party actually commences 911 program services and operation of a communications system.

15. 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.

16. CONTACT PERSON. Each person identified after the signature of Sarpy is designated by the parties hereto as a contact person. Each is the person to whom the other may initiate written inquiry regarding Agreement terms.

17. PREVIOUS AGREEMENT. Upon approval by all parties of this Agreement, any previous Agreement for 800 MHz system or 911 services is hereby nullified and rescinded.

18. 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 party's further state as follows:

18.1 No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this Agreement.

18.2 Obligations under this Agreement will be financed as may be provided for by law for each of the respective Parties.

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

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

18.5 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 responsible imposed upon it by law.

18.6 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 either 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.

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 \_\_\_\_\_, 2011.



IN WITNESS WHEREOF, the undersigned City of Gretna, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF GRETNA, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

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

IN WITNESS WHEREOF, the undersigned City of Papillion, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF PAPILLION, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

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

IN WITNESS WHEREOF, the undersigned City of Bellevue, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF BELLEVUE, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

IN WITNESS WHEREOF, the undersigned City of LaVista, Nebraska has duly executed  
this \_\_\_\_ day of \_\_\_\_\_ 2011.

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 \_\_\_\_\_ 2011.

CITY OF SPRINGFIELD, NEBRASKA

SEAL

\_\_\_\_\_  
Mayor

ATTEST:

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

IN WITNESS WHEREOF, the undersigned County of Sarpy, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2011.

COUNTY OF SARPY, NEBRASKA

SEAL

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

ATTEST:

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

APPROVED AS TO FORM:

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

## EXHIBIT A

### Shared Services

#### A) Parties to Committee:

The Committee for Shared Services ("Committee") will be initially comprised of representatives from the following parties:

Sarpy County  
Douglas County  
City of Omaha  
City of Bellevue  
City of Gretna  
City of La Vista  
City of Papillion  
City of Springfield

If Washington, Pottawattamie or Mills County, or any other city or public entity in any participating county, desires to participate in the study, said city, county or other public entity, upon delivering to the Committee written authorization and agreement to participate in the study, shall have representation on the Committee and other rights and obligations of a party with respect to the study as provided in this Exhibit.

#### B) Composition of Committee:

The governing body of each party shall have two voting representatives on the Committee. Said representatives shall be the chief administrative officer and the Mayor or Board Chair of the party. A representative may, by letter, designate a temporary substitute for him or her.

The following individuals shall serve on the Committee as ex officio, non-voting members:

1. Director of Sarpy County 911 Communications Center,
2. Director of Douglas County 911 Communications Center,
3. One public safety official appointed by each city or county participating in the study. The public safety official will be the chief law enforcement or fire department official of the city or county, or such other representative of users as designated by the appointing city or county, and serve at the pleasure of the appointing entity, and
4. Such other persons from time to time designated by the Committee or otherwise in accordance with this document.

In addition to the initial subcommittees below, the Committee shall be authorized to periodically appoint such subcommittees as the Committee determines necessary or appropriate to carry out the Study or any tasks of

the Committee. Subcommittee members may, but are not required to, be selected from the membership of the Committee.

The following initial subcommittees will be formed:

1. Law Enforcement,
2. Fire, and
3. Fiscal.

Each party will appoint one representative to each initial subcommittee. Each initial subcommittee shall appoint one of its members to be an ex officio, non-voting member of the Committee, who will serve at the pleasure of the subcommittee.

C) Meetings of Committee

By a majority vote of the parties, a third party facilitator shall be retained no later than December 15<sup>th</sup>, 2011 to schedule, organize and facilitate all meetings and business of the Committee; provided, however, if a facilitator is not retained, the Committee shall carry out the duties of facilitator described herein. Said facilitator shall call an initial meeting of the Committee on or before January 15, 2012 and will at that time provide to all parties a proposed schedule of future meetings as well as the proposed approach to a Shared Services Study, which meeting schedule shall be finalized and adopted and the Study commenced no later than February 15, 2012. The Committee may adjust any deadline specified in this Exhibit as the Committee determines necessary or appropriate. A majority of the political subdivisions represented by a voting member at a meeting of the Committee at which a quorum is present shall be required for the Committee to act. A majority of the number of political subdivisions participating in the study shall constitute a quorum. Each participating county or city shall have one vote, to be jointly exercised by its two voting representatives on the Committee; provided, however, if only one representative is present at a meeting, the representative shall suffice for counting the city or county as present for quorum and voting purposes, and the representative who is present shall be permitted to exercise the vote of the city or county he or she represents.

D) Funding of Committee Meetings

Sarpy and Douglas County will utilize planning dollars in the Homeland Security Grant Program to hire the third party facilitator for the Committee and to conduct the Shared Services Study, which planning dollars the parties believe will be sufficient to pay all costs of the Committee and Shared Services Study. However, if any costs of the Study or Committee are not paid by the planning dollars, those costs shall be shared by the parties



participating in the Study in proportion to their relative populations. No party shall be obligated by this paragraph to pay any costs of the Study or Committee in excess of costs paid by planning dollars in the Homeland Security Grant Program without further approval of its governing body.

E) Goal of Committee

The goal of the Committee generally shall be to assess and provide recommendations regarding the joint and cooperative sharing, provision and operation of communications systems and 911 Services by the governing bodies of the parties participating in the Study. More specifically, the Study shall include:

1. An assessment of:

(a) The feasibility, efficiencies and structure of shared facilities, equipment and services and any technical, operational, management or implementation issues presented; and

(b) Projected costs, including costs of transition or implementation, shared costs, and investment in equipment required by individual participating entities, and projected cost sharing and savings; and

2. Recommendations and conclusions, including:

(a) Cost effectiveness and proposed structure of a regional communications system and delivery of 911 Services; and

(b) Recommended timetable for implementation; and

3. The Study shall be completed no later than January 1, 2014. At the conclusion of the Study, a written report shall be prepared and provided to each party participating in the Study, which report shall include a summary of findings, conclusions, recommendations and proposed agreement(s) to implement the recommendations.

Said report also shall include the substance of any communications with other agencies or entities, and a narrative of the relative advantages and disadvantages of any recommended actions. The final recommendations shall be made and written report issued by no later than June 1, 2014.

F) Action of Governing Bodies

Upon receipt of the recommendations of the Committee, the governing body of each political subdivision participating in the Study within forty five (45) days thereafter shall act to:

- 1) Approve said recommendations and proposed agreement(s) and proceed with implementation; or
- 2) Approve such recommendations and proposed agreement(s) and proceed with implementation, contingent upon certain specific changes be made in any proposed agreement; or

3) Disapprove said recommendations

After the final report is issued, any City under the Sarpy County Communications System Interlocal Agreement that desires to proceed with the recommendations of the Study shall have the option to terminate its participation under said Agreement upon at least 90 days advance written notice to the other parties, notwithstanding anything in the Agreement to the contrary. Any party to said Agreement at that time desiring not to proceed with recommendations of the Study shall have the option to continue under this Agreement.

Times for performance shall be of the essence.