

**COMMUNICATIONS CENTER
(AMENDED)**

THIS AGREEMENT, made and entered into by and between the City of Lincoln, Nebraska, a municipal corporation hereinafter referred to as "City," and the County of Lancaster, Nebraska, a governmental subdivision of the State of Nebraska, hereinafter referred to as "County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat 23-2201 et seq., provides that two or more public agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency, and

WHEREAS, the City and County have previously entered into an interlocal agreement relating to the provision of a single communications center under the direction of one administrator and are presently desirous of amending said agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties hereto as follows:

1. The Communications Center (hereinafter referred to as "Center") is hereby authorized to continue to serve the communications needs of all participating departments, including the Lincoln Police Department, Lincoln Fire & Rescue, Lancaster County Sheriff's Office, and those rural Fire/EMS agencies with membership in the Lancaster County Mutual Aid Association. It is agreed that such Center shall operate according to the following:

- a. Such Center shall be a separate division of the City and shall be administratively assigned to the City's Police Department.
- b. The Center shall be under the direct supervision and control of a Communications Coordinator, hereinafter referred to as "Manager." Said Manager shall be an individual qualified in the field of communications. The Manager shall serve as a classified employee of the City. The Center shall be staffed by qualified employees who shall be employees of the City, shall be paid by the City, and shall be subject to and governed by the same provisions which are applicable to other City employees.
- c. To aid in the maintenance of the Center, there shall be established a User's Committee, composed of the Lincoln Police Chief, the Lincoln Fire Chief, and the Lancaster County Sheriff, or their designated representatives. Any other emergency service which enters into an agreement to participate in the Center may select a representative to serve as a member of the committee. Said committee shall provide the Center with input concerning the needs of participating agencies for establishment of operational policies and procedures.

- d. All purchases of the Center shall be made according to purchasing regulations of the City, and all monies in funds of said Center shall be handled by and through the Treasurer of the City.
 - e. All licenses and permits required for operation of the Center shall be obtained at the direction of the Manager in accordance with applicable laws and regulations.
 - f. The Center shall include the physical premises where located, all communications equipment located therein, and all ancillary communications equipment, but shall not include the mobile radio equipment used by the participating agencies.
3. The duties of the Center shall include, but are not limited to the following:
- a. Receipt and processing of calls for service from the public and User Agencies;
 - b. All dispatching of the units and personnel of the participating agencies, and other participating emergency services.
 - c. Monitoring and coordinating law enforcement, fire and other emergency frequencies, as designated by the Users Committee.
4. The parties hereto shall yearly appropriate the necessary funds for the operation of the Center. The costs of operating the Center shall be apportioned as follows:
- a. Lancaster County shall contribute 8 % of the total operating budget as set by the Lincoln City Council.
 - b. All other costs of operating the Center shall be the responsibility of the City.
5. This agreement shall become effective upon execution, shall remain in full force and effect for an indefinite period, and may be terminated by either party giving written notice to the other party of its intent to terminate. However, because of the large costs and the many difficulties inherent in establishing a communications system of sufficient quality to meet the needs of the agencies served by the Center, it is expressly agreed that the notice of termination provided for herein shall be given at least two years prior to the proposed date of termination. (City Resolution No. A-81778, adopted October 28, 2002; County Board executed November 12, 2002; prior City resolution No. A-75309, adopted March 22, 1993; County Board executed April 6, 1993; City Resolution No. A-75008; adopted September 14, 1992; County Board executed September 29, 1992; City Resolution No. A-74965 adopted August 17, 1992; County Board executed September 8, 1992; City Resolution NO. A-69109 adopted October 24, 1983; County Board executed October 4, 1983.)

Executed by the City this _____ day of _____, 2012.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation,

City Clerk

Chris Beutler, Mayor of Lincoln

Executed by the County this _____ day of _____, 2012.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY

Approved as to Form this _____
day of _____, 2012.

Joe Kelly
Lancaster County Attorney