

12R-194

MOTION TO AMEND NO. 1

I hereby move to amend Bill No. 12R-194 by accepting the substitute Attachment "A" Communications Center (Amended) Agreement attached hereto to replace Attachment "A" previously provided with Bill No. 12R-194.

Introduced by:

Approved as to Form and Legality:

City Attorney

Requested by: Law Department

Reason for Request: To accept the substitute Communications Center (Amended) Agreement which incorporates changes agreed to between the City and Lancaster County regarding cost for operating the Center.

RECEIVED

E-12-0640
NOV 06 2012COMMUNICATIONS CENTER
(AMENDED)LANCASTER COUNTY
CLERK

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 operating expenses of the center, after being credited with 8%⁽¹¹⁾ of that portion of the revenue from both landline and wireless 911 surcharges that is allocated in the operating budget of the center.
- b. All other costs of operating the Center shall be the responsibility of the City.

5. If the City should convert employee positions currently allocated in the police budget to the Center, the reallocated positions' salary and benefits (mid-point) will be removed from the operating expense base upon which the County's 8% contribution is calculated[12].

6. Any significant capital improvement to the Center shall require approval by a majority of the Users Committee. For purposes of this paragraph "significant" shall be any capital improvement with a cost exceeding twenty-five thousand dollars (\$25,000.00[13]).

7. In the event that the operating expenses of the Center are less than the budgeted amount, the City agrees that the excess shall not be converted to another purpose, and shall be retained to offset future operational or capital expenses associated with the operation of the Center[14].

8. 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.

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 13 day of November, 2012.

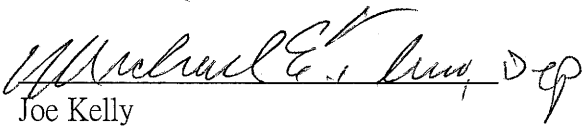
ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY

Kary Kudrins
B. Moya

Jane Hunk
DeShon

Approved as to Form this 13th
day of Nov, 2012.



Joe Kelly
Lancaster County Attorney
