

INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Lexington, Nebraska, and the City of Cozad, Nebraska, municipal corporations (hereinafter "Lexington," and "Cozad," respectively), the County of Gosper, State of Nebraska, and the County of Dawson, State of Nebraska, political subdivisions, (hereinafter referred to as "Gosper" and "Dawson," respectively).

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. Sec. 13-801 to 13-827, provides that two or more public agencies may enter into an agreement with one another for the joint or cooperative exercise of powers, privileges, or authority capable of exercise by either agency; and

WHEREAS, LEXINGTON, COZAD, GOSPER, and DAWSON currently cooperate in a joint center for dispatching services under an existing Interlocal Agreement dated June 21, 2017; and wish to amend such agreement.

WHEREAS, COZAD, LEXINGTON, GOSPER and DAWSON wish to consolidate the communications functions performed by their respective departments in a single combined communications facility under the supervision of an Advisory Board to be formed hereunder.

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

1. Upon execution of this agreement by all parties, the communication functions for fire, utility, police and emergency services will be performed by employees of DAWSON. Such duties shall include but are not limited to:
 - a) All dispatching of calls for service for units and personnel of the fire, utility, police and emergency services of LEXINGTON, COZAD, GOSPER and DAWSON on radio frequencies recommended by the Advisory Board, described herein under paragraph seven (7);
 - b) Monitoring and coordinating all applicable fire, utility, police and emergency frequencies pursuant to and in agreement with the Advisory Board;
 - c) Handling all inquiries of local, state and national computer networks on CJIS and LETS terminals pursuant to policies and procedures recommended by the Advisory Board;
 - d) Providing all other services as assigned by the Advisory Board;
2. Funding for the operation of the combined communications facility shall be provided as follows:
 - a) DAWSON, GOSPER, LEXINGTON, and COZAD shall each pay an equitable annual amount of the operating costs to be

determined by the Advisory Board not later than July 30th of each calendar year. Operating costs shall include all actual expenses incurred specifically for the operation of the combined communications facility including, but not limited to, the cost of employee wages and benefits.

- b) The total operating costs shall be budgeted for each year by DAWSON at the beginning of DAWSON'S fiscal year. LEXINGTON, COZAD, and GOSPER shall each be responsible for obtaining the necessary budget authority from their individual governing bodies to cover their share of the operating costs for the combined communications facility. LEXINGTON, and COZAD, and GOSPER shall each pay to DAWSON their share of the total approved communications facility budget representing estimated operating costs in either lump sum, semi-annual or quarterly payments.
3. Enhanced E-911 revenues contributed by all parties hereto shall be expended for necessary expenditures authorized by law and recommended by the Advisory Board.
 4. There is hereby established the "Dawson County Public Safety Communications Agency" hereinafter called "Agency" which shall be a department within Dawson County under the administration of the Dawson County Sheriff's Office with advice from the Advisory Board.
 5. The Dawson County Sheriff is appointed as the Director of the Communication's Facility.
 6. The Director shall be responsible for the day to day operation of AGENCY. The Director shall be responsible for the personnel matters within AGENCY subject to COUNTY'S employment policies.
 7. There is hereby established an Advisory Board consisting of the Lexington City Manager, Lexington Police Chief, a Cozad City designee, the Cozad Police Chief, a Dawson County Commissioner, the Dawson County Sheriff, a Gosper County Commissioner, and the Gosper County Sheriff. In addition to the other responsibilities stated in this Agreement, the Advisory Board shall:
 - a) meet annually to conduct business and shall designate a chairperson to conduct its meetings;
 - b) make recommendations on the general operation of the communications facility including staffing levels and training requirements;
 - c) aid in establishing rules and procedures to be followed by the Advisory Board; and
 - d) consult on any and all other rules and/or regulations necessary to carry out E-911 services and/or duties.

8. The Advisory Board and AGENCY Director shall meet annually, prior to the end of DAWSON fiscal year, to establish budget recommendations.
9. All members of the Advisory Board have the right to request a meeting be called, and also at any time may request an inspection of the budget and finances related to the AGENCY.
10. Procedures for the Advisory Board –
 - a. Meetings of the Advisory Board may be held by phone, if a vote by e-mail is held and a majority of the member's vote in the affirmative.
 - b. All votes of the Advisory Board shall be by majority of the member's present at the meeting. However, members from the same entities (example – Lexington City Manager and Lexington Police Chief) may voice the vote of the other member if an e-mail is sent to Advisory Board secretary prior to the meeting advising that the other entity's member has been authorized for a proxy vote.
 - c. The Secretary of the Advisory Board (Dawson County Clerk) will advise all members by e-mail of the annual meeting two weeks prior to the date of the meeting. This communication will serve as both the initial notice, and a request for voting on whether the meeting will be held over the phone. Any requests by members for meetings outside of the annual meeting shall be sent to the Secretary.
 - d. The annual meeting date shall be set by a majority vote members by e-mail after the signing of this agreement. The Secretary shall use this date for all subsequent years, unless a new date is requested by any of the members.
11. In the event this Agreement is terminated by all parties hereto, all equipment contributed to the combined communications facility by the participating agencies, or direct replacement equipment, shall remain the property of DAWSON.
12. This Agreement shall become effective upon execution by all parties hereto and shall remain in full force and effect for a period of 5 years. Any party may terminate its participation hereunder by written notice of said party's intention to terminate to each of the remaining parties not less than two (2) years prior to the proposed effective date of termination. This agreement represents the entire agreement of the parties and supersedes and replaces any and all earlier agreements or understandings regarding combined communications which have previously been entered into by and between any of the parties hereto.

Executed by DAWSON this _____ day of _____, 2019.

ATTEST:

COUNTY OF DAWSON, State of
Nebraska, a political subdivision,

County Clerk

By: _____
Board Chairperson

Executed by GOSPER this _____ day of _____, 2019.

ATTEST:

COUNTY OF GOSPER, State of
Nebraska, a political subdivision,

County Clerk

By: _____
Board Chairperson

Executed by LEXINGTON this _____ day of _____, 2019.

ATTEST:

CITY OF LEXINGTON, a municipal
corporation,

City Clerk

By: _____
Mayor

Executed by COZAD this _____ day of _____, 2019.

ATTEST:

CITY OF COZAD, a municipal
corporation,

City Clerk

By: _____
Mayor