

**RESOLUTION NO. 2017-67**

**A RESOLUTION AMENDING INTERLOCAL AGREEMENT TO JOINTLY PROVIDE DISPATCH SERVICE FOR PUBLIC SAFETY IN WAYNE COUNTY.**

THIS AGREEMENT is made and entered into by and between The City of Wayne, Nebraska hereinafter referred to as "Wayne," and Wayne County, hereinafter referred to as "County," each being a local governmental subdivision which on its effective date are, or become, signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of municipalities, counties, rural fire districts and emergency hospitals to provide and maintain a certain basic level of public services for their residents, including the areas of law enforcement and public health and public safety, and information services; and

WHEREAS, it is recognized that the provision of said basic services are sometimes best accomplished jointly because of certain cost savings and efficiencies or certain hardships which might be experienced if undertaken singularly; and

WHEREAS, Sections 13-804 through 13-814 of the Nebraska Revised Statutes authorize the joint exercise of powers, privileges and authority by agreement of two or more public agencies of any power common to them; and

WHEREAS, these governmental entities do agree that the solution to this problem lies in cooperative action; and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of trained dispatch personnel, operational equipment and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and Wayne County hereto signed do agree to the following:

1. Information and Access and Equipment: Each signature agency will provide all necessary information about its respective public safety department and responsibilities, including available geographic and historical data, current location address information for E911 operation, levels of training and areas or businesses with unusual hazardous situations. The dispatch office and equipment will remain the property of the City of Wayne.
2. Administration of the Agreement: A separate entity is not created by this agreement, and the dispatch services provided for by this agreement will be administered by the Wayne City Administrator or his/her designee.

3. Law Enforcement Dispatch Services: The purpose of this agreement is to provide joint dispatch services for the Wayne Police Department and the Wayne County Sheriff's Office. Wayne will provide continuous, answering, and emergency dispatch services to law enforcement and fire department, and rescue services using qualified dispatch personnel that are trained to a competent level.
4. Fees for Services: ~~The total charge by Wayne for services provided for fiscal year 2015 is \$72,000 for the purpose of covering the cost for public safety dispatch service provided January 1, 2015, to December 31, 2015.~~

**The base charge by Wayne for services provided for 2018 will be \$74,160 for the purpose of covering the cost for public safety dispatch service provided January 1<sup>st</sup> to December 31<sup>st</sup>. Thereafter, said base charge will be increased 3% annually to cover inflationary costs associated therewith.**

5. Agreement Duration: The term of this agreement will be effective upon execution by both parties and shall continue to be in effect until such time either party terminates the agreement after 120 days written notice.
6. Agreement Amendments: This agreement may be amended at any time by the written agreement of all parties.
7. Hold Harmless and Insurance: Each party agrees to indemnify and hold the other party harmless from any and all liability regarding provision of dispatch services in this agreement. County agrees to maintain liability insurance in the minimum amount of \$1,000,000 with the City of Wayne listed as additional named insured. The City of Wayne and Wayne County agree to indemnify and hold each other harmless from any and all liability regarding law enforcement services in this agreement. The parties shall at all times provide each other with proof of the insurance required by this paragraph.

AND BE IT FURTHER RESOLVED, that the Commissioners of the County of Wayne do declare the County to be a participant in this joint effort to provide public safety dispatch services in the City and the County.

Passed and approved this \_\_\_\_\_ day of August, 2017.

THE COUNTY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Chair

ATTEST:

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

AND BE IT FURTHER RESOLVED, that the City of Wayne does declare itself to be a participant in the joint effort to provide public safety dispatch services in the City and the County.

PASSED AND APPROVED this 1<sup>st</sup> day of August, 2017.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

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