

ORDINANCE NO. 590

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOTHENBURG, DAWSON COUNTY, NEBRASKA; IMPOSING AN EMERGENCY TELEPHONE CHARGE UPON LOCAL EXCHANGE ACCESS LINES WITHIN THE CITY OF GOTHENBURG; AUTHORIZING SERVICE SUPPLIERS TO COLLECT SAID EMERGENCY TELEPHONE CHARGES; AND AUTHORIZING THE MAYOR TO SIGN INTERGOVERNMENTAL AGREEMENTS WITH DAWSON COUNTY, NEBRASKA, LINCOLN COUNTY, NEBRASKA, BRADY RURAL FIRE BOARD, GOTHENBURG RURAL FIRE BOARD AND THE VILLAGE OF BRADY, LINCOLN COUNTY NEBRASKA IN ORDER TO OPERATE AN EMERGENCY TELEPHONE SERVICE SYSTEM IN THE CITY OF GOTHENBURG, NEBRASKA.

WHEREAS, in the interest of protecting and preserving public safety and welfare, it is desirable that the citizens of the City of Gothenburg, Nebraska, be provided with emergency telephone service to aid the timely provision of emergency service; and

WHEREAS, the City Council of the City of Gothenburg, Nebraska, finds that the City is lawfully authorized to impose a charge upon telephone subscribers within the City of Gothenburg and to authorize telephone service suppliers to collect said charge, and to enter into and agreement with the governing bodies of other public agencies pursuant to Nebraska Revised Statute section 13-801 et. seq. 1943, as amended, in order to establish and maintain the emergency telephone service within the city of Gothenburg; and

WHEREAS, such a system would be in the best interest of the City of Gothenburg, Nebraska,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GOTHENBURG, NEBRASKA:

Section 1. The Mayor is authorized to sign interlocal agreements, in the form attached hereto, with the County of Dawson, Nebraska, the County of Lincoln, Nebraska, the Brady Rural Fire Board, the Gothenburg Rural Fire Board, and the Village of Brady, Nebraska authorizing the City of Gothenburg to provide 911 service to Dawson County residents outside the City of Gothenburg, to the Village of Brady residents, and Lincoln County residents outside the Village of Brady, but within Gothenburg's emergency service area, and to charge for such 911 service.

Section 2. There is hereby imposed, pursuant to Nebraska Revised Statutes Section 86-1001, et. seq. 1943, as amended, upon all telephone exchange access lines within the City of Gothenburg and emergency telephone charge in the amount not to exceed fifty cents (.50) per month on each local exchange access line physically terminating in the City's 911 Service Area, which is the 537, and 584 prefix service area.

Section 3. Telephone service suppliers providing telephone service in the City of Gothenburg are hereby authorized to collect the emergency telephone charge imposed by this ordinance in accordance with Nebraska Revised Statutes section 86-1001 et. seq 1943, as amended.

Section 4. This ordinance shall not be effective until the intergovernmental agreements creating the emergency telephone service authority and concerning the implementation of an emergency telephone service system is signed by representatives of all parties to this agreement.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not effect the validity of the remaining portions thereof.

Passed and approved this 1st day of December, 1992.

CITY OF GOTHENBURG, DAWSON COUNTY,
NEBRASKA,

BY Richard L. Blase
Richard L. Blase, Mayor

ATTEST:

Cathy L. Wolf
Cathy L. Wolf, Deputy Clerk

APPROVED AS TO FORM:

Michael L. Bacon
Michael L. Bacon,
City Attorney

Post-it [®] Fax Note	7671	Date	3-10	# of pages	2
To	Judy	From	Connie		
Co./Dept		Co.	City of Gothenburg		
Phone #		Phone #	308/537-3675		
Fax #	914-426-6275	Fax #			

911 PROGRAM
INTERLOCAL AGREEMENT

This agreement is made and entered into this ____ day of _____, 199__, by _____, (governing body) and the City of Gothenburg, Nebraska a body politic and corporate.

WHEREAS, LB240, Ninety-First Legislature, Second Session, provides for a means to fund existing and future 911 Program service systems;

WHEREAS, THE CITY OF GOTHENBURG owns and operates a 911 program service system;

WHEREAS the parties hereto desire to acknowledge the existing program service and provide for a continuation thereof.

NOW THEREFORE, in consideration of the recitals above made and in further consideration of the promises and agreements that follows,

IT IS AGREED between governing body and the CITY OF GOTHENBURG as follows:

1. DEFINITIONS. The following definitions apply to this agreement:
 - a. GOVERNING BODY. The City Council of a City, the Board of Trustees of a Village, or the Board of Directors of any Rural or Suburban Fire Protection District when such is a signatory to this agreement.
 - b. FACILITIES. The real, personal, and mixed property which the CITY OF GOTHENBURG presently owns, occupies, uses, or maintains as a 911 service call answering point. Such term includes real property, personal property, and equipment now in place and all such future real property, personal property, and equipment required on a recurring or non-recurring basis to maintain the continuing services contemplated by the parties to this agreement.

- c. PERSONNEL. The 24 hour 911 service call answering point staffed with the CITY OF GOTHENBURG POLICE DEPARTMENT Officers/Employees.
- d. 911 SERVICES. Gothenburg's 24 hour 911 Service Call public safety 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, and similar emergency services.
- e. SERVICE SURCHARGE. The rate established by the CITY OF GOTHENBURG effective January 1, 1993 and each September 1 thereafter which amount shall be used as a source of funds supplemental to general fund expenditures which are necessary or required to provide the 911 program contemplated by this agreement.
- f. PROGRAM OR 911 PROGRAM. The collective term for definitions 1.b, 1.c, and 1.d above.
- g. PUBLIC SAFETY AGENCY. The real, personal, and mixed property which governing body now or hereafter owns, uses, occupies, or maintains for the delivery of fire fighting, law enforcement, ambulance, emergency medical, and similar emergency services, or the control over such property being used by another to deliver such services. Such term also includes governing body's personnel who perform in the delivery of service including contracts which provide personnel for the delivery of such service.
2. SCOPE OF SERVICE PROVIDED. The CITY OF GOTHENBURG currently provides a 911 Program for the benefit of governing body. This agreement formally continues such program and establishes cost allocations therefore. Governing body declares that it operates or controls the operation of a public safety agency. Governing body also acknowledges it is receiving such 911 Program service and hereby agrees to continue such upon the terms and conditions established herein.

3. COST SHARING. Annually, The CITY OF GOTHENBURG will establish a monthly surcharge rate for the telephone line services users with the governing body's service boundary. The rate established January 1, 1993, for calendar year 1993 is fifty (\$0.50) cents per month.

The CITY OF GOTHENBURG shall also take the steps necessary to collect such amounts as are billed and establish a separate accounting fund balance system which accounts for the surcharge fund revenues. Service surcharge funds shall be used for 911 program expenses as may be necessary or required to operate the program.

In consideration for the program provided for herein, governing body hereby agrees to pay for its portion of all program costs. The parties agree that the portion payable is an amount equal to the cumulative annual service surcharge upon users within governing body's service boundary.

4. DUTIES OF THE CITY OF GOTHENBURG. To carry out the faithful performance of this agreement, THE CITY OF GOTHENBURG agrees to :
 - a. Determine that its facilities are current and functional to deliver program services.
 - b. Determine that personnel are currently trained and provided such upgrading and retraining as necessary to deliver program services.
 - c. Collect and account for revenues the subject of this agreement.
 - d. From time to time as necessary, meet with each governing body a party to this 911 program agreement for the purpose of information sharing to include the assessment and delivery of program service, updating facilities or personnel, and general problem solving sessions.
 - e. establish a separate 911 program surcharge fund account to which monthly surcharge by U.S. WEST shall be credited.

- f. Provide governing body with access to the financial acts and doing as such relate to actual surcharge revenues and expenses within the 911 program surcharge fund account.
 - g. Establish a method for collecting doubtful and delinquent surcharge accounts.
 - h. Each year furnish to governing body its proposed 911 program budget which budget shall generally itemize 911 program costs whether such are non-recurring or recurring together with installation, maintenance or operating charges relating thereto. Such annual budget shall be the budget which is supplemented by the cumulative annual service surcharge revenues.
 - i. Continue to control and furnish the operation of a 911 program during the term of this agreement as it in its discretion may deem necessary or required.
 - j. Identify the current level of 911 service technology and use. From time to time determine whether such technological levels should be changed.
 - k. 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 governing body harmless from expense to governing body resulting from the City of Gothenburg's negligent acts or the negligent acts of its personnel.
5. Governing Body Duties. To carry out the faithful performance of this agreement, governing body agrees at its cost to:
- a. Determine that its facilities, personal property, and equipment are current and functional to deliver public health and safety services as applicable.
 - b. Determine that its personnel are currently trained together with such upgrading and retraining as are necessary to deliver public health and safety services.

- c. Meet from time to time with the CITY OF GOTHENBURG as necessary for the purpose of information sharing to include the assessment and delivery of program services, updating facilities or personnel of the public safety agency, and general problem solving sessions.
 - d. Continue to control or furnish public safety agency facilities and personnel during the term of this agreement as in its discretion may be necessary or required to actually carry out its public safety agency function.
 - e. Be familiar with the current level of 911 service technology and use by the CITY OF GOTHENBURG and offer assistance during reviews of technological levels as an aid in the CITY OF GOTHENBURG's determination whether to change such technology levels.
 - f. Continue to operate or control the operation of a public safety agency.
 - g. Maintain such types, kinds, and amounts of insurance to sure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold the CITY OF GOTHENBURG harmless from expense to the CITY OF GOTHENBURG resulting from governing body's negligent acts or the negligent acts of its personnel.
6. GOVERNING LAW. This agreement is entered into pursuant to the legislative authorization found at LB240, NINETY-FIRST LEGISLATURE, SECOND SESSION. In implementing or construing the terms, conditions, or responsibilities of the parties hereto, such legislative enactment shall be the primary source for dispute resolution. Next, the governing law of the State of Nebraska shall apply concerning the validity, construction, interpretation, and effect of the agreement.

To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provision of such 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.

To the extent any provision herein is declared by 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.

7. COMMENCEMENT AND TERMINATION DATE. This agreement begins on the _____ day of _____, 199__, not withstanding the fact that the execution thereof occurs on a date later than the above date. 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.

8. 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. Each party to this agreement is authorized pursuant to the Interlocal Cooperation act of the State of Nebraska to enter into this agreement, found at 13-801 et. seq. Neb. Rev. Stat., 1943, Reissue 1987.

9. ENTIRETY AND AMENDMENTS. This agreement contains the entire agreement between the parties hereto and 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.
10. TERMINATION. Each party will faithfully attempt to provide its respective service functions continuously and without termination of this agreement is contemplated, then the terminating party shall be required to give a one calendar year notice. Such notice shall be given on or before the last Thursday of the year preceding the year in which such termination is proposed to occur. During the one year termination notice period and if the terminating party is the governing body to this agreement, such governing body will provide a mechanism whereby its service area users will be provided with public safety agency services. During the one year termination notice period and if the terminating party is the City of Gothenburg, the City of Gothenburg will provide a mechanism whereby its service area users will be provided with a 911 program.

To the extent a termination is to occur because another governing body is acquiring or assuming the service function responsibility of governing body, the City of Gothenburg, or both, then all or part of the one year notice of termination period may be waived when the acquiring or assuming party and the parties hereto enter into a written assent to such and when such written assent includes the specifically identified mechanism (such as a new 911 program service agreement) which will be implemented to continue to provide public safety agency services, 911 program services, as applicable. Acquisition or assumption will be deemed complete and waiver of termination notice effective when the service mechanism is actually implemented.

11. ASSIGNMENT. Assignment or substitution by assignment by governing body shall not be allowed without the prior written consent of the City of Gothenburg. Written consent is only effective when the terms of paragraph 10 above are followed. In any event, governing body 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. Assignment or substitution by assignment by the City of Gothenburg shall not be allowed without the prior written consent of governing body. Written consent is only effective when the terms of paragraph 10 above are followed. In any event the City of Gothenburg 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 911 program services.

12. Contact Person. The following persons are designated by the parties hereto. Each is the person to whom the other may initiate inquiry regarding agreement terms.

The City of Gothenburg:

Governing Body:

Connie Stull
City Clerk
City of Gothenburg
409 9th
Gothenburg, NE. 69138

IN WITNESS WHEREOF, the parties hereto have caused their respective names and seals to be affixed hereto, as of the day and year herein above set forth.

CITY OF GOTHENBURG, NEBRASKA

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

(SEAL)

VILLAGE OF BRADY, NEBRASKA

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

(SEAL)