

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPOINTING COMMITTEE REPRESENTATIVES PURSUANT TO SARPY
COUNTY COMMUNICATIONS SYSTEM INTERLOCAL AGREEMENT**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev Stat. § 13-801 (Reissue 2012) *et seq.*, Sarpy County entered into an Interlocal Agreement with the cities of Sarpy County, said Agreement being approved by this Board by Resolution 2011-373; and

WHEREAS, under the terms of said Agreement, Sarpy County is to appoint members to the committees described in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that pursuant to the authority described herein, the following appointments are made:

Jim Thompson, Sarpy County Board of Commissioners, and Mark Wayne, Sarpy County Administrator, are appointed as voting members of the Committee for Shared Services;

Mike Jones, Chief Deputy Sarpy County Sheriff, and Brian Hanson, Sarpy County Fiscal Administrator, as ex-officio, non-voting members of the Committee for Shared Services;

Dan Shukis to the Law Enforcement Subcommittee;

Rolly Yost to the Fire Subcommittee; and

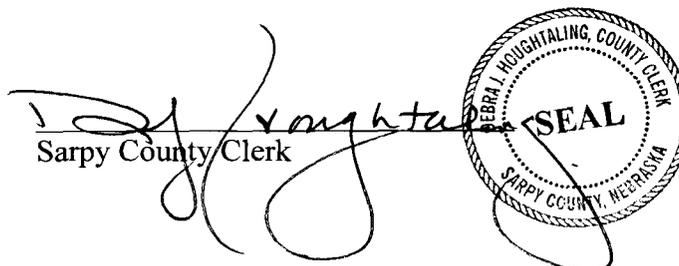
Brian Hanson to the Fiscal Subcommittee.

BE IT FURTHER RESOLVED that the Clerk shall notify the Parties to the Interlocal Agreement referred to herein of the above appointments.

BE IT FURTHER RESOLVED that all previous resolutions or parts of resolutions of the Sarpy County Board of Commissioners on said subjects or in conflict with the provisions of this Resolution are hereby repealed.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 28th day of January, 2014.


Chairman, Sarpy County Board


Sarpy County Clerk



Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Don Kelly District 1
Jim Thompson District 2
Tom Richards District 3
Brenda Carlisle District 4
Jim Warren District 5

MEMO

January 28, 2014

TO: Sarpy County Board of Commissioners
FROM: Scott Bovick, Deputy County Administrator
RE: Resolution to Approve Appointments to the 911 Shared Services Study Committee

The 911 Communications Shared Services Committee and Sub-committees are still in place per the attached Exhibit in the 911 Inter-local Agreement approved by the County Board in November 2011.

In accordance with the composition of the Committee and Sub-committees outlined in the Agreement, Administration recommends the County Board make the following appointments:

Voting Members:

1. Jim Thompson (Board Chair)
2. Mark Wayne (Chief Administrative Officer)

Ex-Officio, Non-Voting Members:

1. Mike Jones (Public Safety Official)
2. Brian Hanson (Fiscal)

Subcommittee Representatives:

1. Law Enforcement: Dan Shukis (Sheriff's Office)
2. Fire/EMS: Rolly Yost (Sheriff's Office and former Fire/EMS Volunteer)
3. Fiscal: Brian Hanson (Fiscal)

Please feel free to contact me or Mark Wayne with questions. Thank you.


Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling, Mark Wayne, Sheriff Jeff Davis, Chief Deputy Sheriff Mike Jones, Brian Hanson, Larry Lavelle, Rolly Yost

EXHIBIT A

Shared Services

A) Parties to Committee:

The Committee for Shared Services ("Committee") will be initially comprised of representatives from the following parties:

Sarpy County
Douglas County
City of Omaha
City of Bellevue
City of Gretna
City of La Vista
City of Papillion
City of Springfield

If Washington, Pottawattamie or Mills County, or any other city or public entity in any participating county, desires to participate in the study, said city, county or other public entity, upon delivering to the Committee written authorization and agreement to participate in the study, shall have representation on the Committee and other rights and obligations of a party with respect to the study as provided in this Exhibit.

B) Composition of Committee:

The governing body of each party shall have two voting representatives on the Committee. Said representatives shall be the chief administrative officer and the Mayor or Board Chair of the party. A representative may, by letter, designate a temporary substitute for him or her.

The following individuals shall serve on the Committee as ex officio, non-voting members:

1. Director of Sarpy County 911 Communications Center,
2. Director of Douglas County 911 Communications Center,
3. One public safety official appointed by each city or county participating in the study. The public safety official will be the chief law enforcement or fire department official of the city or county, or such other representative of users as designated by the appointing city or county, and serve at the pleasure of the appointing entity, and
4. Such other persons from time to time designated by the Committee or otherwise in accordance with this document.

In addition to the initial subcommittees below, the Committee shall be authorized to periodically appoint such subcommittees as the Committee determines necessary or appropriate to carry out the Study or any tasks of

the Committee. Subcommittee members may, but are not required to, be selected from the membership of the Committee.

The following initial subcommittees will be formed:

1. Law Enforcement,
2. Fire, and
3. Fiscal.

Each party will appoint one representative to each initial subcommittee. Each initial subcommittee shall appoint one of its members to be an ex officio, non-voting member of the Committee, who will serve at the pleasure of the subcommittee.

C) Meetings of Committee

By a majority vote of the parties, a third party facilitator shall be retained no later than December 15th, 2011 to schedule, organize and facilitate all meetings and business of the Committee; provided, however, if a facilitator is not retained, the Committee shall carry out the duties of facilitator described herein. Said facilitator shall call an initial meeting of the Committee on or before January 15, 2012 and will at that time provide to all parties a proposed schedule of future meetings as well as the proposed approach to a Shared Services Study, which meeting schedule shall be finalized and adopted and the Study commenced no later than February 15, 2012. The Committee may adjust any deadline specified in this Exhibit as the Committee determines necessary or appropriate. A majority of the political subdivisions represented by a voting member at a meeting of the Committee at which a quorum is present shall be required for the Committee to act. A majority of the number of political subdivisions participating in the study shall constitute a quorum. Each participating county or city shall have one vote, to be jointly exercised by its two voting representatives on the Committee; provided, however, if only one representative is present at a meeting, the representative shall suffice for counting the city or county as present for quorum and voting purposes, and the representative who is present shall be permitted to exercise the vote of the city or county he or she represents.

D) Funding of Committee Meetings

Sarpy and Douglas County will utilize planning dollars in the Homeland Security Grant Program to hire the third party facilitator for the Committee and to conduct the Shared Services Study, which planning dollars the parties believe will be sufficient to pay all costs of the Committee and Shared Services Study. However, if any costs of the Study or Committee are not paid by the planning dollars, those costs shall be shared by the parties

participating in the Study in proportion to their relative populations. No party shall be obligated by this paragraph to pay any costs of the Study or Committee in excess of costs paid by planning dollars in the Homeland Security Grant Program without further approval of its governing body.

E) Goal of Committee

The goal of the Committee generally shall be to assess and provide recommendations regarding the joint and cooperative sharing, provision and operation of communications systems and 911 Services by the governing bodies of the parties participating in the Study. More specifically, the Study shall include:

1. An assessment of:

(a) The feasibility, efficiencies and structure of shared facilities, equipment and services and any technical, operational, management or implementation issues presented; and

(b) Projected costs, including costs of transition or implementation, shared costs, and investment in equipment required by individual participating entities, and projected cost sharing and savings; and

2. Recommendations and conclusions, including:

(a) Cost effectiveness and proposed structure of a regional communications system and delivery of 911 Services; and

(b) Recommended timetable for implementation; and

3. The Study shall be completed no later than January 1, 2014. At the conclusion of the Study, a written report shall be prepared and provided to each party participating in the Study, which report shall include a summary of findings, conclusions, recommendations and proposed agreement(s) to implement the recommendations.

Said report also shall include the substance of any communications with other agencies or entities, and a narrative of the relative advantages and disadvantages of any recommended actions. The final recommendations shall be made and written report issued by no later than June 1, 2014.

F) Action of Governing Bodies

Upon receipt of the recommendations of the Committee, the governing body of each political subdivision participating in the Study within forty five (45) days thereafter shall act to:

- 1) Approve said recommendations and proposed agreement(s) and proceed with implementation; or
- 2) Approve such recommendations and proposed agreement(s) and proceed with implementation, contingent upon certain specific changes be made in any proposed agreement; or

3) Disapprove said recommendations

After the final report is issued, any City under the Sarpy County Communications System Interlocal Agreement that desires to proceed with the recommendations of the Study shall have the option to terminate its participation under said Agreement upon at least 90 days advance written notice to the other parties, notwithstanding anything in the Agreement to the contrary. Any party to said Agreement at that time desiring not to proceed with recommendations of the Study shall have the option to continue under this Agreement.

Times for performance shall be of the essence.