

CAMPBELL COUNTY DISPATCH JOINT POWERS AGREEMENT

ARTICLE I

CREATION AND PURPOSE OF GILLETTE/CAMPBELL COUNTY COMMUNICATIONS CENTER JOINT POWERS BOARD

There is hereby created a Wyoming joint powers board, pursuant to W. S. § 16-1-102, et sec. to be designated as the Campbell County Dispatch Joint Powers Board (hereinafter referred to as the Board). This joint and cooperative undertaking shall be accomplished by the utilization of the combined communication facilities, personnel and resources of the Campbell County Sheriff and the City of Gillette. The agencies creating the Board are Campbell County, hereinafter “County”, City of Gillette, hereinafter “City” and Campbell County Hospital District, hereinafter “Hospital”, “agencies” as defined by W.S. §16-1-103(a)(i). The agencies may be referred to hereinafter collectively as the “Participating Agencies”.

ARTICLE II

COMPOSITION OF THE BOARD

The Board shall consist of five (5) members all of whom shall be qualified electors of Campbell County. Full time employees of GCC Communications shall not be qualified for appointment thereto. The members of the Board shall include the Sheriff, appointed by the County to an initial term of three (3) years, the Chief of Police, appointed by the City to an initial term of three (3) years, the City Administrator, appointed by the City to an initial term of two (2) years, and the Commissioner’s Administrative Director, appointed by the County to an initial term of two (2) years, to serve Ex-Officio as voting members during their respective term of office or employment.

At the conclusion of the initial appointment, these positions are subject to reappointment for three (3) year terms, according to the procedure that follows. The County shall appoint the individual holding the office of Sherriff at the time of the appointment and the City shall appoint the individual holding the office of Chief of Police at the time of the appointment. The City shall appoint the individual holding the position of City Administrator at the time of the appointment, and the County shall appoint the individual holding the position of Commissioner's Administrative Director. The members of the governing bodies, making the initial appointment shall remove the member they have appointed if that member no longer holds the office or position they held when appointed to the board, and shall appoint the successor to that office or position for the unexpired term. If the particular office or position ceases to exist, the Participating Agency with the power of appointment shall appoint the individual holding the successor position, unless there is no successor position in which case they may appoint any qualified elector.

The fifth member of the Board shall be appointed by the governing body of the Hospital. That individual shall not be a member of the governing body of Hospital, with the initial appointment of said member ending June 30, in the year following their appointment, with the right of reappointment. Thereafter, the member appointed by Hospital, shall be for three years and may be removed with or without cause by that governing body. Terms shall run from July 1 to June 30. The governing body of Hospital shall fill any vacancy that may arise in this appointment.

A majority of all the qualified members of the Board constitutes a quorum for the transaction of business. The affirmative vote of the majority of the qualified members of the Board in attendance at a meeting with at least a quorum present is required to take action on behalf of GCC COMMUNICATIONS.

ARTICLE III

POWERS OF THE BOARD

The Board shall:

(a) Meet, organize and elect from its membership a chairman, and vice-chairman. The Commissioner's Administrative Director shall serve as secretary, and the City Administrator shall serve as treasurer. The secretary shall notify the Participating Agencies of the Board's organization and shall file a certificate showing its organization with the Campbell County Clerk and the Secretary of State. A copy of this agreement shall be filed with the keeper of the records of each Participating Agency.

(b) Fix the time and place of regular meetings, provided that there shall be at least one meeting per month. The Board shall also hold additional special meetings at the call of the chairman or upon written request of a majority of board members or within five days after a special meeting request is given by either the Participating Agencies.

(c) Prescribe and enforce rules of procedure, regulation and policies for its governance, operation and administration, and provide that such rules and regulations shall be consistent with the laws of the State of Wyoming and shall be open to public inspection.

(d) The Treasurer shall submit such reports concerning finances or any other matter as state law may require.

(e) Submit quarterly finance statements and reports to the Participating Agencies and provide such additional reports, accountings and information as may be requested from time to time by any of the Participating Agencies.

(f) Control and disburse all monies received from any source to maintain the purpose and functions delegated the Board by the Participating Agencies.

(g) Submit to the Participating Agencies on or before the first day of March each year a proposed budget for the operations of the Board for the next fiscal year.

(h) Require all officers to give bond in such penalties and with such sureties as the Board may direct, conditioned upon the faithful application of all monies and property which come into their hands by virtue of their offices.

(i) The Secretary shall keep minutes of all meetings at which official action is taken and a record of all official acts including a record of all warrants issued against the monies belonging to the Board.

(j) In order to preserve the integrity and uniformity of the system of compensation and to take advantage of established fiscal, Information Technology, personnel and other policies, the Board shall adopt and operate GCC COMMUNICATIONS consistent with the existing systems and policies adopted by Campbell County and the City of Gillette as follows. The Parties anticipate that the value of the contributed in kind services will be roughly equivalent.

1. GCC COMMUNICATIONS' employees shall be governed by and subject to the Campbell County Human Resources policies, including employment policies, non-operational personnel guidelines and practices pertaining to personnel (not including promotions), vacation leave and accrual, and recognition. GCC COMMUNICATIONS' employees shall be included in the County benefit package, including the medical program, insurance, and wellness. Human Resource services will be supplied by the Campbell County Human

Resources Department as an in kind contribution to the operation of GCC COMMUNICATIONS.

2. Finance services including payroll services, fiscal management, auditing, and record keeping will be supplied by Campbell County as an in kind contribution to the operation of GCC COMMUNICATIONS. Custodial services, property insurance and utility service will be supplied by Campbell County as an in kind contribution to the operation of GCC COMMUNICATIONS.

3. GCC COMMUNICATIONS shall be governed and serviced by the City of Gillette Information Technology Division. Information Technology support services will be delivered by the City of Gillette Information Technology Division as an in kind contribution to the operation of GCC COMMUNICATIONS. Hardware and software costs will be paid by the Board.

4. Operational policies of the GCC COMMUNICATIONS, to ensure the delivery of all the dispatching services previously provided by the Participating Agencies, such as dispatching law enforcement and safety personnel, monitoring their activities in the field, scheduling of dispatchers shall be determined by the Board. Liability Insurance will be supplied by and paid for by the BOARD in accordance with paragraph (d) below.

The Board may:

(a) Sue and be sued in the name by which the Board is designated.

(b) Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts of furnishing of services or facilities by or for the Board.

(c) Employ all necessary full-time and part-time personnel, and grant promotions and determine their salaries, within the approved budget, and in accordance with County personnel policies. The Board may also exercise the authority to discharge personnel.

(d) Provide liability insurance for GCC COMMUNICATIONS.

(e) Require any employee whose duty it is to handle funds or property of the Board to be bonded under a suitable bond indemnifying the Board against loss.

ARTICLE IV

FINANCING

The Board shall on or before the first day of March of each year submit to each of the Participating Agencies a proposed operation, capital, and equipment replacement budget for the next fiscal year.

The capital budget of GCC COMMUNICATIONS shall be funded Fifty percent (50%) by Campbell County and Fifty percent (50%) by the City of Gillette. The operations budget shall be funded as follows: Seventy Five thousand dollars (\$75,000) per year by Hospital and the remaining costs equally divided between the City of Gillette and Campbell County per approval through their respective budget process, and at a level of service mutually agreed by the two (2) governing entities, the City and County.

The contribution of the Participating Agencies shall be derived from any funding source deemed appropriate by that particular agency.

ARTICLE V

OWNERSHIP

The percentage of ownership by each Participating Agency of all facilities and property of the Board shall be:

Campbell County	50%
City of Gillette	50%
Hospital	0%

ARTICLE VI

DIRECTOR

There shall be a Director of GCC COMMUNICATIONS hired by the Board. The Director shall be hired on the basis of administrative and technical competence and experience. The Director shall be responsible for administration, budget, personnel, dispatching, records, communications, and other GCC COMMUNICATIONS functions in conformance with the policies of the Board. The Director shall have authority and responsibility to schedule, hire, train, promote and discipline, up to and including termination, all GCC COMMUNICATIONS personnel within the personnel policies and operational guidelines established by the Board in conformity with the Campbell County policies. The Director, with the Board, shall submit to the City of Gillette, Campbell County and Hospital on or before the first Friday of March each year a proposed budget for the operations of the Board for the next fiscal year.

ARTICLE VII

WYOMING DIVISION OF CRIMINAL INVESTIGATION LAW
ENFORCEMENT DATA COMMUNICATIONS SYSTEM

GCC COMMUNICATIONS shall ensure that the Criminal Justice Information Systems (C.J.I.S.), the National Crime Information Center (N.C.I.C.) and any Criminal History Records Information received by means of such networks shall be used solely for the purpose of the due administration of Justice and in accordance with all local, state and federal laws, rules and regulations, and the regulations of the Wyoming Division of Criminal Investigation concerning the C.J.I.S. and N.C.I.C. systems.

ARTICLE VIII

PROTECTED HEALTH INFORMATION

To the extent GCC COMMUNICATIONS comes into possession of Protected Health Information as defined by 45 C.F.R 160.103, GCC COMMUNICATIONS will comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) as amended. GCC COMMUNICATIONS will execute the Hospital standard Business Associates Agreement.

ARTICLE IX

NO PAYMENT FOR REFERRAL

All payments made by Hospital for the operation of the dispatch center are 1) part of a comprehensive regional dispatch system; 2) reflect the historical costs paid by the Hospital for dispatch services; 3) payments are a fixed fee, and do not vary with the volume or value of referrals or the volume of calls dispatched; and 4) the centralized dispatch center does not constitute a substantive change in dispatch protocols for emergency medical services. See OIG Advisory Opinion 12-03.

ARTICLE X

EQUIPMENT

GCC COMMUNICATIONS shall operate and maintain Campbell County's primary Public Safety Answering Point (PSAP) including the emergency telecommunications equipment, network and databases necessary to provide dispatch services and related 911 service.

GCC COMMUNICATIONS shall own and maintain all equipment procured or furnished by the Parties, for purposes of establishing and maintaining operations. A complete list of the equipment furnished by the Parties will be prepared and maintained by the Board. This includes all office furniture as well as, data, telephone and recording equipment. GCC COMMUNICATIONS shall own all radio equipment necessary to connect to radio equipment and towers owned by the City of Gillette, the Sheriff's Office and State of Wyoming. The City of Gillette and Campbell County shall retain ownership of hand held radios and towers including the equipment and antennas located on their towers.

The City and the County are both licensed users of records maintenance software and dispatch software from Spillman Technologies Inc. (Spillman). The Board will utilize Spillman software in the dispatch operations of GCC COMMUNICATIONS, pursuant to a lease from the City and County, co-owners of the Spillman data system. The Spillman dispatch software for the Sheriff's Office Dispatch Center resides on a server that is owned and maintained by Campbell County IT. Campbell County IT will be responsible for the maintenance and operation of the server that will house the Spillman dispatch software for GCC COMMUNICATIONS according to a Memorandum of Understanding concerning the operation and ownership of the Spillman software.

The Participating Agencies and any other entity receiving dispatch services from GCC COMMUNICATIONS shall be individually responsible for the provision of subscriber radio equipment for communicating with GCC COMMUNICATIONS or between their personnel. They shall retain the responsibility and authority for their individual operational departments and for such radio equipment and services as required at their place of operations to connect to GCC COMMUNICATIONS operations. Interconnecting equipment may only be included in the GCC COMMUNICATIONS budget, if the Board members shall unanimously agree. Each Participating Agency and other entities receiving dispatch services from GCC COMMUNICATIONS shall be responsible for purchasing, maintaining, and repairing their own off-site base (control stations), towers, antennas, mobile, and portable communications equipment including pagers and computers.

Although each Participating Agency may develop and implement technologies at their own pace, each Participating Agency agrees to promote and adopt advances in technology and operational effectiveness. The cost of implementing these changes to adopt advances in technology and operational effectiveness will be the responsibility of the Participating Agency.

ARTICLE XI

911 SYSTEM

Campbell County and the City of Gillette have entered into an agreement concerning the distribution of a surcharge on cell phone users and land line phone users to support the E-911 system, which agreement is entitled the *Letter Agreement Concerning Enhanced 911 (E-911)*. Once GCC COMMUNICATIONS becomes operational, this agreement shall be terminated and all E-911 funds

collected by the Campbell County Treasurer shall be distributed to GCC COMMUNICATIONS who shall operate the E-911 system in accordance with Wyoming Statutes 16-9-101 thru 16-9-108, the *Emergency Telephone Service Act*. All eligible costs of the operation and administration of the E-911 system shall be paid with dedicated E-911 tax revenues or other sources as deemed necessary by the Board. The E-911 fund will be administered to insure that monies are available for the timely replacement of E-911 equipment and services, consistent with the *Emergency Telephone Service Act*.

ARTICLE XII

DURATION

This agreement shall be perpetual unless terminated, in whole or in part upon the mutual agreement of the Participating Agencies or by the City of Gillette or Campbell County upon one year's advance written notice to the other Participating Agencies of its intention to terminate, which must be delivered at least 60 days before June 30. Upon receipt of a notice to terminate, the Participating Agencies shall meet and attempt to renegotiate this agreement and if no new agreement is reached by the following June 30, this agreement will terminate at the end of the following fiscal year. The Participating Agency providing notice shall be known as the Withdrawing Party.

In the event of the termination of this agreement, the City and County shall execute a written agreement establishing that the facilities, improvements and properties of the Board shall be distributed to Campbell County since the facility is located within a Campbell County building. Since the City must reestablish a dispatch center, the County shall pay the City a portion of its cost to reestablish a dispatch center within an existing City building.

If the City is the Withdrawing Party, County will pay the City of Gillette, upon the termination of the agreement, 40% of the cost to reestablish a complete dispatch center. If the County is the Withdrawing Party, County will pay the City of Gillette, upon the termination of the agreement, 60% of the cost to reestablish a complete dispatch center.

If the City and County are unable to agree on the cost to reestablish a dispatch center within an existing City building the governing body of the City of Gillette and Campbell County shall select and appoint an arbitrator. The two arbitrators shall appoint a neutral third arbiter. The three arbitrators shall proceed to determine the cost to reestablish a dispatch center within an existing City building and such other factors as must necessarily be considered in order to make an equitable distribution. The decision of the arbitrators shall be binding upon the parties.

DATED this ___ day of _____, 2016.

CAMPBELL COUNTY WYOMING, acting by and through the Campbell County Board of Commissioners

Gerry G. Becker, M.D., Chairman

(S E A L)
ATTEST:

Susan Saunders, Campbell County Clerk

CITY OF GILLETTE

Louise Carter-King, Mayor

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk

CAMPBELL COUNTY HOSPITAL DISTRICT

Randy Hite, Chairman

WYOMING ATTORNEY GENERAL

In accordance with W.S. §16-1-105(a)(ii), the Wyoming Attorney General has reviewed the CAMPBELL COUNTY DISPATCH JOINT POWERS AGREEMENT and determined that the same is compatible with the laws and constitution of the State of Wyoming. The approval of the amended agreement by the Attorney General is limited to the terms and conditions of the amended agreement itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the amended agreement itself.

Approved this _____ Day of _____, 2016.

Peter K. Michael, Attorney General
State of Wyoming