



400 East Military Avenue, Fremont, NE 68025-5141

**PSAP GOVERNANCE BOARD MEETING**  
**Meeting Room – 1<sup>st</sup> Floor Police Dept**  
725 N. Park Ave, Fremont  
**April 13, 2020 8:00 a.m.**

**AGENDA**

Join Zoom Meeting

<https://zoom.us/j/207850445?pwd=Q3NrbTlZU2laaytpQmJIR2tVTzExZz09>

Meeting ID: 207 850 445

Password: 024774

One tap mobile

+16699009128,,207850445#,,#024774# US (San Jose)

+13462487799,,207850445#,,#024774# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 253 215 8782 US

+1 301 715 8592 US

+1 312 626 6799 US (Chicago)

Meeting ID: 207 850 445

Password: 024774

Find your local number: <https://zoom.us/u/ab2dszzDNb>

1. Meeting called to order
2. Open Meeting Act
3. Roll Call



4. Approve minutes of January 28, 2020 meeting minutes.
5. Consider an Interlocal Agreement with ORION (Omaha Area Region Interoperable network) to join the Dodge County radio system with ORION.
6. Consider contract with Centurylink to establish a dedicated circuit to connect Fremont/Dodge County 911 Viper with the Colfax County 911 Viper to establish a regional host/node 911 system.
7. Consider draft of Interlocal Agreement to present to Burt County to bring their PSAP in to the Colfax/Dodge 911 Viper region as a remote PSAP.
8. Adjourn

All meetings are open to the public and a copy of the open meetings act is posted at each meeting facility. An agenda for such meetings kept continually current are available for public inspection at the office of the City Clerk available in the Communications Center at 725 N. Park





**January 28, 2020**  
**PSAP GOVERNANCE BOARD MEETING**  
**MINUTES**  
**Meeting Room – 1<sup>st</sup> Floor Police Dept.**  
725 N. Park Ave, Fremont  
**8:00 a.m.**

A meeting of the Fremont/Dodge County PSAP Governing Board was held on January 28, 2020, on the first floor meeting room of the Fremont Police Department at 725 N. Park Avenue, Fremont, Nebraska. The meeting was called to order by Chairman Scott Getzschman. The meeting was preceded by a publicized notice in the Fremont Tribune and the agenda displayed in the Fremont Police/PSAP lobby and is open to the public. A copy of the open meeting law is available for public inspection.

Roll call showed Board Members Scott Getzschman, Bob Missel, Greg Beam, Mark Jensen present. Matt Bechtel, Doug Backens, and Michael Kuhns was absent. 4 present, 3 absent. Shelly Holzerland, ex officio present. Brian Newton, Fremont City Administrator was in attendance as a guest.

The draft minutes of the September 3, 2019 meeting were distributed prior to the meeting and available in hard copy at the meeting. Mr. Missel moved to accept the minutes of the September 3, 2019 meeting and Mr. Beam seconded the motion.

Vote: Aye: Getzschman, Missel, Beam, Jensen

No: None                      Motion passed

***Report on Interlocal Agreement with West Point PD to share RMS server*** - As a follow-up to a previous agenda item, Shelly reported that the Interlocal agreement was accepted and signed by both Fremont and Dodge County. That project is underway and West Point is getting their end of the project running.

***Report on resolution expanding the Joint Policy Committee duties***– The resolution to expand the duties of the JPC was approved by city council and county board. The JPC members have been notified of their expanded duties. A meeting will be arranged the next time the radio

consultants are in Fremont in order to catch everyone up on the status of the county radio project and outline a path moving forward.

**Consider request of Nebraska Public Service Commission to install software to provide automated 911 data** – Currently each 911 system in the state gathers and maintains 911 call data. Each agency is required to participate in an annual audit of the wireless 911 funds that are disseminated by the PSC to the PSAPs. Gathering and analyzing the 911 call data for the audits is done manually. Because different software programs are used across the state, getting accurate data is a challenging and a time –consuming task.

In order to streamline this process, the State 911 Department has signed an agreement with Emergency Call Tracking System (e-Cats) to provide valuable 911 call data and the collection of call summary data for auditing purposes. Better call volume metrics will be available for the PSAPs and the PSC.

The State 911 Dept holds the contract for the necessary hardware, software and services so there is no cost to the PSAP to participate. The agreement outlines the aggregate data that the PSC can receive.

Mr. Jensen moved to accept the emergency call tracking system and enter in to the data sharing agreement with the State 911 Department. Mr Missel provided the second.

Vote: Aye: Getzschman, Missel, Beam, Jensen  
No: None Motion passed

**Consider signing software sharing agreement with the Nebraska State Patrol for MACH mapping software in use by the Dodge County Sheriff's Office** -The Dodge County Sheriff office has entered in to an agreement with Nebraska State Patrol to use their mapping and automatic vehicle locator (AVL) software. In order for the PSAP to be able to monitor the AVL data, the software must also be installed in the PSAP. This project was not budgeted however the cost to the PSAP is very low. At maximum, it will cost \$288 per year.

Mr. Missel moved to approve the agreement and install the MACH software in the PSAP. Mr. Beam seconded the motion.

Vote: Aye: Getzschman, Missel, Beam, Jensen  
No: None Motion passed

**Consideration of draft Interlocal Agreement with Colfax County to share and maintain a region co-hosted 911 solution** - The current 911 system is in the process of transitioning to NextGen 911. The next generation of 911 will be IP based. In order to minimize costs and maximize interoperability, the state is encouraging regionalization of 911 systems. Two

911 servers from the same vendor can be joined together to form a host and other counties can become remotes. Two hosts are needed for redundancy. Dodge and Colfax Counties have the same brand of 911 servers and this interlocal will allow them to become co-hosts capable of hosting a regional system.

This host/remote system will provide the opportunity to share in support costs and allows PSAPs to back each other up. This eliminates the need for costly backup systems and allows PSAPs the freedom to provide support for each other during high volume incidents.

In order to share the equipment and provide redundancy, the two hosts must be connected together. Each host supports a circuit, allowing for redundancy.

The draft Interlocal Agreement has been presented to the Colfax County Sheriff and County Attorney. Both approved of the draft and we are ready to present it to the Colfax County Board of Supervisors. The next meeting is Tuesday, February 11, 2020. Shelly along with a PSC representative and CenturyLink will be attending the meeting to present the Colfax County board of supervisors with the draft. This will also be an opportunity to explain the project and the Interlocal agreement and answer any questions.

Mr. Jensen moved to approve the draft Interlocal Agreement for the PSAP. Mr. Beam provided the second.

Vote: Aye: Getzschman, Missel, Beam, and Jensen  
No: None Motion passed

**Adjournment:** Mr. Jensen moved to adjourn. Mr. Beam seconded the motion.

Vote: Aye: Getzschman, Missel, Beam, Jensen  
No: None Motion passed

Respectfully  
Shelly Holzerland  
FDCC Communications Director

**INTERLOCAL AGREEMENT  
FOR  
COOPERATIVE USE OF THE  
WIRELESS AREA NETWORK**

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby made and entered into this \_\_\_ day of \_\_\_, 2020, between the OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska (“OPPD”); the County of Douglas, a political subdivision organized and existing under the laws of the State of Nebraska (“Douglas County”); the County of Sarpy, a political subdivision organized and existing under the laws of the State of Nebraska (“Sarpy County”); the County of Washington, a political subdivision organized and existing under the laws of the State of Nebraska (“Washington County”); Fremont/Dodge County Communications (“FDCC”) in Nebraska, comprised of both Dodge County, a political subdivision organized and existing under the laws of the State of Nebraska and City of Fremont, a municipal corporation and Nebraska Political Subdivision, is a public safety agency and political entity located in Dodge County in the State of Nebraska and County of Pottawattamie, a political subdivision organized and existing under the laws of the State of Iowa (“Pottawattamie County”) (hereinafter, Douglas County, Sarpy County, Washington County, FDCC and Pottawattamie County shall collectively be referred to herein as “County”); hereinafter, OPPD, Douglas County, Sarpy County, Washington County, FDCC and Pottawattamie County shall be referred to collectively herein as “Parties” or individually as “Party.”

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, being specifically Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 2012), and Iowa Code § 28E, Joint Exercise of Governmental Powers, enables separate political subdivisions of any state to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities;

WHEREAS, a Regional Wireless Area Network (hereinafter “Regional WAN”) comprised of microwave, fiber, and network equipment has been procured, installed and provisioned

throughout the five county region for the sole purpose to connect the Parties and leverage regional interests in order to prioritize regional public safety objectives and responses;

WHEREAS, one of the primary public safety priorities in the region is to be able to share information on a real time, on demand basis to help mitigate an emergency that threatens the region;

WHEREAS, by providing the methodology to share information on a daily basis which focuses on multi-jurisdictional, multi-disciplinary interoperability to achieve a competent level of regional prevention, communication, cooperation, and coordination of information and data to execute a wide range of incident management operations;

WHEREAS, the Regional WAN will help maintain collaboration, information sharing and real time access to command posts when a response exists. It will allow emergency centers to be connected so that in real time they can share information, make area and regional command and control decisions and seamlessly communicate during any emergency;

WHEREAS, Parties agree that it will be necessary to maintain a WAN governance committee to collectively determine and prioritize the usage of the Regional WAN and that each Party has an equal vote in governance;

WHEREAS, Douglas County will continue to oversee the Regional WAN;

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, PARTIES DO HEREBY MUTUALLY UNDERTAKE, PROMISE, AND AGREE AS FOLLOWS:

1. The purpose of this Agreement is to delineate how the Regional WAN will be used to support public safety to achieve a competent level of prevention, communication,

cooperation and coordination of information and data used to execute a wide range of incident management operations.

2. It is the intent of the Parties that the WAN governance committee, with a representative from each Party, will continue to provide direction on the management and coordinate all budgetary requirements of the Regional WAN. To that end, the Parties agree as follows:
  - a. Each Party to this Agreement will designate a representative to act as its member on the WAN governance committee.
  - b. Each such designated representative will have an equal vote. In order for a proposed measure to be passed and adopted by the WAN governance committee, it must receive a majority vote of the members.
  - c. Regional WAN maintenance costs will be shared among OPPD and the Counties of Sarpy, Washington, FDCC in Nebraska, and Pottawattamie in Iowa. Presently, the overall costs are estimated at \$65,000 per year.
  - d. The labor for the maintenance of the microwave radios in the Regional WAN, as shown on appendix A attached hereto and incorporated herein (the "Regional WAN"), will be provided by Douglas County. Douglas County will be responsible for diagnosing and replacing or repairing any failed components in the microwave radios with a spare component located in the designated spare component storage location. Repairs will be made during regular business hours unless both Side A & B of the relevant microwave radio shelf are in alarm or out of service or the WAN governance committee determines otherwise in section 3.
  - e. Each Party will be responsible for the cost of waveguide or dish repair for towers located in their respective areas of operation.
  - f. During normal business hours, Douglas County will assist in remotely diagnosing Regional WAN network equipment failures, but each Party will be responsible for replacing defective equipment at their respective facilities. Spare equipment for the Regional WAN will be made available to any Party needing replacement equipment as spare inventory allows.
  - g. The WAN governance committee will approve equipment and budgetary plans for upgrading links and reconfiguration of the Regional WAN, as needed.

- h. Parties agree to keep their respective Regional WAN associated equipment and facilities on a proactive and continuous maintenance schedule that protects the Regional WAN from environmental hazards which may cause disruption including but not limited to cooling system failure; generator, UPS, and battery failures; wave-guide pressure monitoring; physical security and system alarms.
  - i. All Parties will be responsible for ensuring that the equipment located in their respective facilities is either insured against damage or theft, or that the Party is financially capable and responsible for the equipment if it is damaged or stolen.
  - j. All Parties that have services interacting with the Regional WAN or monitored by the regional network services platform must maintain a software assurance contract with Nokia to ensure that the systems are kept at compatible levels.
3. The WAN governance committee will be responsible for establishing the following:
- a. The priority of service of the following :
    - i. Transmitting Voice over the Regional WAN;
    - ii. Real time mission critical data; and
    - iii. Data replication and back up services.
  - b. Each Party is allocated 50 Mbps high priority bandwidth in the Regional WAN. All other bandwidth requests will be honored if the request does not conflict with other Parties' usage. In that case, the request must be approved by the WAN governance committee.
  - c. Priority of Emergency Operation Centers connectivity in time of emergency;
  - d. Establish criteria for creating circuits;
  - e. Review of all services on the Regional WAN on a quarterly basis;
  - f. Establish Service Level agreements, as needed, and determine which components require 24 hour repair vs. normal working hour repair timelines;
  - g. Evaluate maintenance procedures and recommend adjustments, as needed; and
  - h. Determine shared costs for equipment necessary to support and maintain the Regional WAN.

4. Spare parts for the Regional WAN have been purchased and are stored at a central location. If an outage occurs in the jurisdiction of one of the Parties, that Party is responsible for obtaining a replacement part from the central location, swapping the equipment, and returning the replaced part to the central location. The agency responsible for the designated spare component storage location will be responsible for the Return Material Authorization (shipping the broken/replaced equipment) to Nokia.
5. Term. This Agreement shall become effective upon April 15th, 2020 (“Effective Date”). Unless sooner terminated in accordance with this Agreement, the initial term of this Agreement shall commence on the Effective Date and terminate at midnight April 15th, 2025 (the "Initial Term"). This Agreement shall continue in full force and effect after the Initial Term, for consecutive terms of one (1) year each (each term, a "Renewal Term"), for up to two (2) renewal terms, unless a Party provides written notice of termination to all Parties no less than one (1) year prior to the end of the Initial Term or, as applicable, a Renewal Term.
6. Termination. A Party may terminate this Agreement for convenience at any time for any reason by giving the other Parties one year’s written notice. A Party shall be liable for its share of the Regional WAN maintenance costs incurred until the effective date of the termination.

This Agreement may be terminated for a material breach not cured within a reasonable time following written notice. Such notice, to be effective must describe the breach or breaches complained of and provide a reasonable time to cure which time may not be less than 45 days following receipt, unless the cure is only the payment of money, in which case such time will be thirty (30) days. Following a failure to cure, the breaching Party may notify the remaining Parties in writing that the Agreement is terminated as to the breaching Party effective in one year following the receipt of such notice. A Party shall be liable for its share of the Regional WAN maintenance costs incurred until the effective date of the termination.

Following a Party's failure to cure, the WAN governance committee may elect to terminate that breaching Party's participation in the Regional WAN and that Party's voting power under this Agreement, while maintaining the remainder of this Agreement in full force and effect. A majority of non-breaching members is required to remove a Party. Following a failure to cure and majority vote to remove a breaching Party, the remaining (non-breaching) Parties shall notify the breaching Party in writing that such breaching Party has been removed as a Party to this Agreement pursuant to this paragraph effective in one year following the removal vote. A breaching/removed Party shall be liable for its share of the Regional WAN maintenance costs incurred until the effective date of the termination.

In the event of the exercise of removal pursuant to Sections 6 or 7, the remaining Parties cited in 2.c. herein will agree to an equitable division of the continued operational costs of the Regional WAN.

7. The Parties herein reserve the right, by written request sent by certified mail from the notifying Party to each other Party, to amend as provided herein any provision of this Agreement. If on or after 180 days of such amendment notice, amendment discussions have failed to produce an agreed upon amendment to the Agreement by the Parties, then a Party may notify the others in writing of that Party's intent to withdraw and that the notifying Party's participation in this Agreement is terminated following 180 days after the withdrawal notice has been delivered to each other Party. All such notices, provided for in this section, shall be sent by certified mail as follows:
  - a. If to a County, then to the County Clerk.
  - b. If to OPPD, then to the Director of Data Transport Services for OPPD.
  - c. If to FDCC, then to the Communications Director of FDCC
8. Non-discrimination. The Parties, in the performance of this Agreement, shall not discriminate in violation of applicable Federal or State law or local ordinances. The Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national

origin or similar protected status of the employee or applicant.

9. Nonwaiver. The failure of any Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon any Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
10. Applicable Law / Venue. This Agreement shall be construed and all of the rights, powers, and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Nebraska without giving effect to any choice or conflict of law provision that would cause the application of laws of any jurisdiction other than those of the State of Nebraska. In addition, all claims relating to or arising out of this contract, or the breach thereof, whether based in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nebraska without giving effect to any choice or conflict of law provision as previously provided here. Venue for any action under this Agreement shall be in Omaha, Nebraska, Douglas County District Court or for any federal action, it shall be in Omaha, Nebraska, the United States District Court for the State of Nebraska.
11. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. The Parties further recognize that this Agreement shall be subject to amendments in laws and regulations and to new laws and regulations. Any law or regulation that invalidates, or is otherwise inconsistent with the terms of this Agreement or that would cause one or any of the Parties to be in violation of the law or regulation, shall be deemed to have superseded the terms of

this Agreement, provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible.

12. Third Party Rights. This Agreement does not create any third-party rights for those who are not a Party to this Agreement.
13. Assignment. This Agreement may not be assigned or transferred, whether voluntarily or by operation of law, nor may any of the duties and responsibilities be assigned or transferred, whether voluntarily or by operation of law, without prior written consent of each non-assigning Party.
14. Amendment. This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
15. Entire Agreement. This Agreement contains the whole understanding of the Parties and supersedes all prior oral or written representations and statements among the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
16. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Parties hereto.
17. Indemnification. Subject to the provisions of section 18, each Party will indemnify, defend and hold harmless the other Parties from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all expenses incident thereto, including but not limited to legal fees, for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the Indemnifying Party's negligent acts or omissions, or those of its officers, employees or agents while performing

their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity.

18. Notwithstanding any provision of this Agreement to the contrary and although the Parties acknowledge the possibility of such losses or damages, no Party hereunder shall have any liability in connection with the failure or loss of use of their respective facilities and systems and no Party shall be liable to any other Party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), or arising out of, or in connection with (i) such Party's failure to perform its respective obligations hereunder, or (ii) claims of customers or citizens, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by another Party. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law. Nothing contained herein shall operate as a limitation on the right of a Party hereto to bring an action for damages against any third party, including but not limited to claims for indirect, special or consequential damages, based on any acts or omissions of such third party.

**EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND WITH RESPECT TO LABOR AND SERVICES PROVIDED BY DOUGLAS COUNTY, DOUGLAS COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. DOUGLAS COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR LABOR PROVIDED OR SERVICES PERFORMED HEREUNDER.**

These limitations of liability shall survive the expiration or termination of this Agreement.

19. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the Parties or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. No Party shall have any authority to bind any other by or with any contract or agreement, nor to impose any liability upon any other Party. All acts and contracts of each shall be in its own name and not in the name of any other.

20. Captions. The captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

21. Force Majeure. Except as may be otherwise specifically provided in this Agreement, no Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; changes to any of the following: government

codes, ordinances, laws, rules, regulations or restrictions, as to which a Party's compliance is necessary to carry out the terms and conditions of this Agreement; war or civil disorder; pandemic or infectious disease outbreak; or any other cause beyond the reasonable control of such Party. The Party claiming relief under this section shall promptly notify the other Parties in writing of the existence of the event relied on and the cessation or termination of said event.

22. Joint Work Product. This Agreement is the joint work product of all Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

23. Dispute Resolution. Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Parties. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties may commence a legal action against the other Party.

24. Authorized Representatives and Notice. Except as provided in paragraph 7, the following named authorized representatives for each Party are available as a point of contact for any inquiries related to the performance of this Agreement. The Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and thereafter unless changed as provided herein, the following named individuals shall be the authorized points of contact of the Parties:

- A. For Douglas County, Nebraska  
Kathy Allen

Director of Communications  
15335 West Maple Road, Ste 101  
Douglas County, NE 68116  
402-444-5800

B. For Sarpy County, Nebraska:

William Muldoon  
Director Emergency Communications  
1210 Golden Gate Dr.  
Papillion, NE 68046  
402-593-2283

C. For Washington County, Nebraska:

Mike Robinson  
Sheriff, Washington County  
1535 Colfax Street  
Blair, NE 68008  
402-426-6866

D. For Pottawattamie County, Iowa:

Robert Anderson  
227 South 6<sup>th</sup> St  
Council Bluffs, IA 51501  
712-328-4806

E. For OPPD:

David Whisinnand  
Director – Data Transport Services  
Omaha Public Power District  
444 S.16<sup>th</sup> Street  
Omaha, NE 68102  
531-226-3167

F. For Fremont/Dodge County Communications

Shelly Holzerland  
Communications Director  
725 N. Park Avenue  
Fremont NE 68025  
402-727-2677

Notice shall be in writing and shall be effective upon receipt. Except for any notice required under applicable law to be given in another manner, delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt. A Party's authorized point of contact may be changed at any time by providing written notice of the updated contact information to each other Party.

25. Confidentiality. Each Party will take reasonable precautions to protect the other Parties' Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential and verbal information that is indicated as being confidential or proprietary when given and promptly confirmed in writing as such thereafter. In addition and notwithstanding any provision to the contrary, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; (v) is explicitly approved for release by written authorization of the disclosing party or (vi) receiving party may disclose information as necessary to comply with state public records laws. The receiving party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. The receiving party will reasonably cooperate with disclosing party to prevent the disclosure or obtain continued protection of the Confidential Information once disclosed to the requestor. The disclosing party shall bear all costs, expenses, damages or liabilities in any way related to the refusal to disclose or attempt to

prevent disclosure. The Parties acknowledge and agree that this Agreement is not confidential.

26. Drug Free Workplace Policy. Each Party agrees that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy.
27. Public Employer Contract Provision – Neb. Rev. Stat. § 4-114(2). Pursuant to Neb. Rev. Stat. § 4-114(2), each Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee physically performing services within the State of Nebraska.
28. Public Benefits - Neb. Rev. Stat. §§ 4-108 - 113. No Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.
29. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable to a Party either in full or in part due to such reductions in appropriations, that Party will notify the remaining Parties in writing giving at least 180 days' notice. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. Such written notification will also serve as the notifying Party's notice of termination. The notifying Party will cease to be a member of the WAN governance committee as of the date of termination. A notifying Party shall be liable for its

share of the Regional WAN maintenance costs incurred until the effective date of the termination. Each Party shall be the final authority as to the availability of its funds.

30. Interlocal Agreements Neb. Rev. Stat. §§13-801 – 827. For purposes of that Act, this Agreement shall be administered jointly by the Parties, as provided herein. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

[Signature Pages To Follow].

DRAFT

*IN WITNESS WHERE OF*, the Parties hereto set their hands to this Agreement upon the day and year hereinafter indicated.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF DOUGLAS, NEBRASKA a  
political subdivision

ATTEST:

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

By \_\_\_\_\_  
Chairperson of the  
Board of County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

DRAFT

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

political

COUNTY OF SARPY, NEBRASKA a  
subdivision

ATTEST:

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

By \_\_\_\_\_  
Chairperson of the  
Board of County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

DRAFT

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

NEBRASKA a political

COUNTY OF WASHINGTON,  
subdivision

ATTEST:

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

By \_\_\_\_\_  
Chairperson of the  
Board of County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

DRAFT

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

political

COUNTY OF POTTAWATTAMIE, IOWA a

subdivision

ATTEST:

\_\_\_\_\_  
County Auditor

By \_\_\_\_\_  
Chairperson of the  
Board of County Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

NEBRASKA a political

OMAHA PUBLIC POWER DISTRICT,  
subdivision

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

DRAFT

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF FREMONT, NEBRASKA

ATTEST:

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor of Fremont

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DRAFT

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

FREMONT/DODGE COUNTY  
COMMUNICATIONS CENTER

ATTEST:

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor of Fremont, Chairman of the Board of  
the Communications Center

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DRAFT

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF DODGE NEBRASKA a  
political subdivision

ATTEST:

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

By \_\_\_\_\_  
Chairperson of the  
Board of County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

DRAFT

| Customer Information   | Account Information  | Prepared By   |
|--|--|---|
| <b>Name:</b> Fremont/Dodge County Communications<br><b>Primary Contact:</b><br><b>Primary Contact Phone:</b><br><b>Primary Contact Email:</b><br><b>Billing Contact:</b><br><b>Billing Contact Phone:</b><br><b>Billing Contact Email:</b> | <b>BPID:</b> 605612<br><b>Billing Account:</b><br><b>Billing Address:</b> 428 N. BROAD ST<br>FREMONT, NE<br>68025<br><b>Contract ID#:</b> New<br>(Internal Use Only) | <b>Name:</b> John Drury<br><b>Phone:</b> (641) 330-6851<br><b>Email:</b> john.drury@centurylink.com |

### Order

#### Pricing Table

| Product                   | Qty | Service Address                    | Service Details                 | Service Attributes  | Term (Months) | MRC             | NRC             | Waived NRC |
|---------------------------|-----|------------------------------------|---------------------------------|---|---------------|-----------------|-----------------|------------|
| IQ Managed Data Bundle    | 1   | 725 N PARK AVE<br>FREMONT NE 68025 | IQ Networking Port<br>- Private | Cisco Comprehensive<br><br>Fast E<br>10M<br>10 Mbps<br>Flat | 60<br>Months  | \$358.00        | \$0.00          |            |
|                           | 1   |                                    | Pro MET 24x7<br>Professional    |   | 60<br>Months  | \$0.00          | \$0.00          |            |
| Local Access              | 1   | 725 N PARK AVE<br>FREMONT NE 68025 | ELA Native Single-<br>CoS Low   | CenturyLink (CLPA)<br>Fast E<br>10M                         | 60<br>Months  | \$300.00        | \$500.00        |            |
| <b>Service Sub Total:</b> |     |                                    |                                 |   |               | <b>\$658.00</b> | <b>\$500.00</b> |            |

"Terms and Conditions for CenturyLink IQ Managed Data Bundle Offer"

CenturyLink provides CenturyLink IQ Managed Data Bundle services under: (a) the Managed Data Bundle Offer Attachment ("Attachment") and (b) the CenturyLink IQ Networking, Local Access, Rental CPE, and Network Management Service Exhibits.

CenturyLink IQ Managed Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE and (d) Network Management Service. The bundle type appears in the first "IQ Managed Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Managed Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The details for Network Management Service (Select or Comprehensive) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Managed Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.

If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

Customer's site must qualify for ProMET® Premium On-Site Maintenance.



|  |  |
|--|--|
| <b>Customer: Fremont/Dodge County Communications</b> |  |
|  |  |
| _____  |  |
| Authorized Signature                                 |  |
| _____  |  |
| Name Typed or Printed                                |  |
| _____  |  |
| Title  |  |
| _____  |  |
| Date   |  |

| <b>Service(s) Total for Services priced in this Order</b> |                                       |                                   |
|---|---------------------------------------|-----------------------------------|
|   | <b>Monthly Recurring Charges (\$)</b> | <b>Non-Recurring Charges (\$)</b> |
| <b>Total</b>  | \$ 658.00                             | \$ 500.00                         |

## Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink ("CenturyLink"), as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink.

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.

4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) or Service Exhibit(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) as of the date of this Order will govern, copies which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. Unless otherwise provided in a Service Attachment, at the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the CenturyLink Master Service Agreement, Affiliate Agreement, Service Exhibit or Service Schedule. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes> or the RSS, if indicated by the applicable Service Schedule(s) or Service Exhibit(s).

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request and (b) ancillary charges for additional activities, features or options. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

9. Charges/Orders. CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement does not allow for rates to be set forth in a quote, this Order amends the Agreement to include CenturyLink-approved signed quotes as a method to order the Services listed above. Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Order only, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

## INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this 25 day of February, 2020, by and between the parties (hereafter individually "Party" and collectively "Parties) identified as follows:

The governing boards of the PSAPs:

1. Fremont/Dodge County Governance Board (Dodge County)
2. Colfax County Board of Commissioners (Colfax County)

WHEREAS, The Interlocal Cooperation Act of the State of Nebraska, being specifically Neb. Rev. Stat. §13-801 et. seq., allows separate political subdivisions to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities.

WHEREAS, additional benefit and interoperability can be achieved if the Parties would share in the same 911 telephone infrastructure provided known as Positron Viper;

WHEREAS, the Parties agree that by sharing the 911 Customer Premise Equipment (CPE) for phones, hereafter referred to as Positron Viper, a degree of resiliency and redundancy can be achieved for 911 as well as a mechanism for cost sharing.

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations, and:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

### I. Purpose.

A. For the Sharing of the 911 Infrastructure known as Positron Viper, it is the intent of the Parties, individually, will :

1. Each Party, at their own expense, will purchase and configure Positron Power Workstations and software that will connect remotely to the Viper systems located at the Fremont/Dodge County and the Colfax County 911 Centers.
2. Identify backup telephone numbers that the 911 calls could be routed to in the event of failure.
3. Participate in the regional configuration of Viper redundancy.
4. Share in the annual maintenance costs of the two Viper Nodes serving the regional system by dividing the total number of workstations located at each of the participating agencies in the agreement. Maintenance costs of Viper shall be presented to the group thirty (30) days prior to the due date.
5. Provide for the maintenance of their own workstations and any unique interface costs as well as the costs of third party mapping software and connectivity costs.
6. Any required Maintenance or upgrades will be done under the contract that the Fremont/Dodge County PSAP and the Colfax County PSAP have with Century Link.

- B. For the Sharing of the 911 Infrastructure known as Positron Viper, it is the intent of the parties that Fremont/Dodge County and Colfax County will:
  - A. Configure the Viper to allow for the remote operation of the Positron Power positions utilized by Parties
  - B. Configure the Viper so that in the event of a loss of connectivity with parties that calls can be immediately answered in one of the other remote sites as well as locally on administrative lines.
  - C. Ensure that Parties redundancy with Fremont/Dodge County 911's and Colfax County's Viper and is configured so that there should not be a loss of service in the event that the Fremont/Dodge County 911's or Colfax County's Viper is rendered un-useable or is off line for maintenance.
  - D. Any Viper maintenance upgrades will be done under the contracts that Fremont/Dodge County 911 and Colfax County have with CenturyLink. Fremont/Dodge County 911 will then invoice any other Parties for their portion of the costs in accordance with A(1) above.
  
- II. Authority: The authority for this Agreement is that authority granted by law, including without limitation the general powers of each Party, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat § (1943);
  
- III. Cost Sharing/Budget and Finance:  
This agreement shall also allow for sharing of costs of the 911 Mapping Software Geocomm's GeoLynx Software Solutions. The cost of map sharing will be paid in accordance with the provisions of I(A)(1) above. The costs associated with any other 911 mapping software will be the responsibility of the respective agency.
  
- IV. Terms of Agreement. This Agreement shall be effective beginning on February 25, 2020, and shall automatically renew yearly thereafter every March 1<sup>st</sup>. ("Renewal Term"). Prior to the expiration of this Agreement, any Party may give the other Parties thirty (30) days written notice of the notifying Party's desire to renegotiate this Agreement. During the pendency of these negotiations this Agreement will remain in full force and effect.
  
- V. Withdraw and/or Termination:
  - A. A party may terminate this Agreement for convenience at any time for any reason by giving the other Party one year's written notice. Each party shall be liable for its share of all cost specified herein until the effective date of the termination.
  - B. This Agreement may be terminated for a material breach not cured within a reasonable time following written notice. Such notice, to be effective must describe the breach or breaches complained of and provide a reasonable time to cure, not less than 45 days from receipt of notice, only the payment of money, in which case such time may be 30 days. Following a failure to cure the non-breaching Party may notify the remaining Parties in writing that the Agreement is terminated as to the breaching Party effective in ninety (90) days following the receipt of such notice. Each Party shall be liable for its share of all costs specified herein until the effective date of the termination.
  - C. The Parties herein reserve the right, by written request sent by certified mail from the notifying Party to the other parties, to amend as provided herein any provision of this

Agreement. If on or after 180 days of such amendment notice, amendment negotiations fail, then a Party may notify the others in writing of that Party's intent to withdraw and that the notifying Party's participation in this agreement is terminated following ninety (90) days after the withdrawal notice. All such notices provided for in this section shall be sent by certified mail as identified in Paragraph XIX.

- VI. Liability Insurance: The Parties agree to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement and/or communication center personnel/equipment assigned by each Party and insuring against liability for negligence, bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Party under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any other Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.
- VII. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
- VIII. Amendments/Modification. This Agreement may be modified for any reason, including but not limited to adding another Party. Said modification shall be made by written addendum, approved and executed by the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made pursuant to an addendum. Every addendum shall specify the date on which its provisions shall be effective.
- IX. Assignment. None of the Parties may assign its rights under this Agreement.
- X. Successors and Assigns Bound by Covenants. All covenants, stipulations, and agreements herein shall inure to the benefit of the Parties and extend to and bind the legal representatives, successors, and assigns of the Parties
- XI. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

- XII. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
- XIII. Indemnification/Liability. To the extent permitted by law, each Party (as “indemnitor”) agrees to indemnify, defend, and hold harmless each of the other Parties (as “indemnitee(s)”) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney’s fees (hereinafter collectively referred to as “claims”) arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. These indemnification provisions are not intended to waive a Party’s sovereign immunity. A Party’s liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.
- XIV. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.
- XV. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.
- XVI. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement’s indemnification provision shall also inure to the benefit of a Party’s employees, officers, agents and servants.
- XVII. Applicable Law/Venue. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Nebraska. Venue for any action under this Agreement shall be in Fremont, Nebraska, Dodge County District Court or for any federal action, it shall be in United States District Court for the State of Nebraska.
- XVIII. Nondiscrimination. The Parties, in the performance of this Agreement, shall not discriminate in violation of the Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.

XIX. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

DODGE COUNTY

|                               |   |                                |
|-------------------------------|---|--------------------------------|
| County Sheriff                | & | Director of Communications/911 |
| Dodge County Sheriff's Office |   | 725 N Park Ave                 |
| 428 N. Broad St.              |   | Fremont, NE 68025              |
| Fremont, NE 68025             |   |                                |
| (402) 727-2702                |   | (402) 727-2677                 |

COLFAX COUNTY

|                             |   |                                |
|-----------------------------|---|--------------------------------|
| Sheriff of Colfax County    | & | Director of Communications/911 |
| 411 E. 11 <sup>th</sup> St. |   | 411 E. 11 <sup>th</sup> St.    |
| Schuyler, NE 68661          |   | Schuyler, NE 68661             |
| (402) 352-8526              |   | (402) 352-8526                 |

XX. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

XXI. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.

XXII. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Parties shall govern.

XXIII. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the parties or their personnel, employees, agents, contractors or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or constructed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement

nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

- XXIV. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
- XXV. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- XXVI. Dispute Resolution. Any Dispute which, in the judgement of a Party to his Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Parties. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting shall take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties may commence a legal action against the other Party.
- XXVII. Public Employer Contract Provision (Ne Rev. Stat. 4-114(2)). Pursuant to and in order to bin compliance with Neb. Rev. Stat. §4-114(2), watch Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee physically performing services within the State of Nebraska.
- XXVIII. Public Benefits – Neb. Rev. Stat. §§4-108 – 113. No party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

COUNTY OF DODGE, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Dodge County Board Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Fred Mytty, County Clerk

Approved as to Form:

\_\_\_\_\_  
Dodge County Attorney

COUNTY OF COLFAX, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Colfax County Board Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Rita M. Mundil, County Clerk

Approved as to Form:

\_\_\_\_\_  
Colfax County Attorney

CITY OF FREMONT, NEBRASKA,  
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date:

Scott DeFehman

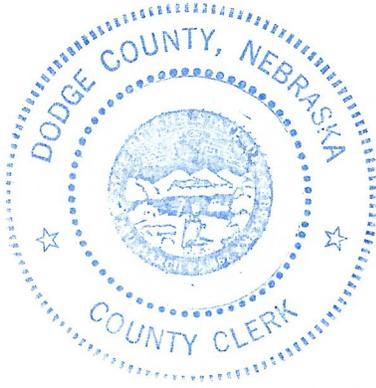
Attest:

[Signature]  
City Clerk



Approved as to Form:

Molly J. Muller  
Fremont City Attorney



COUNTY OF DODGE, NEBRASKA,  
A Nebraska Political Subdivision

By: Bob Merrill  
Dodge County Board Chairman

Date: 2/26/20

Attest:

Fred Mytty  
Fred Mytty, County Clerk

Approved as to Form:

John J. Glan  
Dodge County Attorney



COUNTY OF COLFAX, NEBRASKA,  
A Nebraska Political Subdivision

By: Carl Prochaska  
Colfax County Board Chairman

Date: Feb, 11, 2020

Attest:

Rita M. Mundil  
Rita M. Mundil, County Clerk

Approved as to Form:

Janise Quaal  
Colfax County Attorney

FIRST AMENDMENT TO THE FEBRUARY 25, 2020  
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this \_\_\_ day of \_\_\_\_, 2020, by and between the parties (hereafter individually “Party” and collectively “Parties) identified as follows:

The governing boards of the PSAPs:

1. Fremont/Dodge County Governance Board (Dodge County)
2. Colfax County Board of Supervisors (Colfax County)
3. Burt County Board of Supervisors (But County)

WHEREAS, Dodge County and Colfax County previously entered in an Interlocal Cooperation agreement effective February 25, 2020, that is incorporated herein by reference and attached hereto as Exhibit “A”.

WHEREAS, The Interlocal Cooperation Act of the State of Nebraska, being specifically Neb. Rev. Stat. §13-801 et. seq., allows separate political subdivisions to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities.

WHEREAS, additional benefit and interoperability can be achieved if the Parties would share in the same 911 telephone infrastructure provided known as Positron Viper;

WHEREAS, the Parties agree that by sharing the 911 Customer Premise Equipment (CPE) for phones, hereafter referred to as Positron Viper, a degree of resiliency and redundancy can be achieved for 911 as well as a mechanism for cost sharing.

WHEREAS, it is necessary for the Parties to enter into an agreement amending the agreement attached hereto as “Exhibit A” to set forth their respective rights, duties and obligations, and:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

- I. The Interlocal Agreement (effective February 25, 2020) entered into between Dodge County and Colfax County is incorporated herein by reference and all terms of that Agreement (Exhibit A) are agreed to, unless specifically identified otherwise in this Amendment.
- II. Purpose.
  - A. For the Sharing of the 911 Infrastructure known as Positron Viper, it is the intent of the Parties, individually, will :
    1. Each Party, at their own expense, will purchase and configure Positron Power Workstations and software that will connect remotely to the Viper systems located at the Fremont/Dodge County, Colfax County.
    2. Identify backup telephone numbers that the 911 calls could be routed to in the event of failure.
    3. Participate in the regional configuration of Viper redundancy.

4. Share in the annual maintenance costs of the two Viper Nodes serving the regional system by dividing the total number of workstations located at each of the participating agencies in the agreement. Maintenance costs of Viper shall be presented to the group thirty (30) days prior to the due date.
  5. Provide for the maintenance of their own workstations and any unique interface costs as well as the costs of third party mapping software and connectivity costs.
  6. Any required Maintenance or upgrades will be done under the contract that the Fremont/Dodge County PSAP, Colfax County PSAP and Burt County PSAP have with Century Link.
- B. For the Sharing of the 911 Infrastructure known as Positron Viper, it is the intent of the parties that Fremont/Dodge County, Colfax County and Burt County will:
- A. Configure the Vipers to allow for the remote operation of the Positron Power positions utilized by Parties
  - B. Configure the Vipers so that in the event of a loss of connectivity with parties that calls can be immediately answered in one of the other remote sites as well as locally on administrative lines.
  - C. Ensure that Parties redundancy with Fremont/Dodge County 911's, and Colfax County's is configured so that there should not be a loss of service in the event that the Fremont/Dodge County 911's or Colfax County's Viper is rendered un-useable or is off line for maintenance.
  - D. Any Host Viper maintenance upgrades will be done under the contracts that Fremont/Dodge County 911, Colfax County have with CenturyLink. Fremont/Dodge County 911 will then invoice any other Parties for their portion of the costs in accordance with A(1) above.
- III. Authority: The authority for this Agreement is that authority granted by law, including without limitation the general powers of each Party, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat § (1943);
- IV. Cost Sharing/Budget and Finance:  
This agreement shall modify the February 25, 2020 Interlocal Agreement to incorporate Burt County into sharing of costs of the 911 Mapping Software Geocomm's GeoLynx Software Solutions. The cost of map sharing will be paid in accordance with the provisions of Exhibit A: I(A)(1), attached hereto.. The costs associated with any other 911 mapping software will be the responsibility of the respective agency.
- V. Terms of Agreement. This Agreement shall be effective beginning on April \_\_\_\_, 2020, and shall automatically renew yearly thereafter every March 1("Renewal Term"). Prior to the expiration of this Agreement, any Party may give the other Parties thirty (30) days written notice of the notifying Party's desire to renegotiate this Agreement. During the pendency of these negotiations this Agreement will remain in full force and effect.
- VI. Amendments/Modification. This Agreement may be modified for any reason, including but not limited to adding another Party. Said modification shall be made by written addendum, approved and executed by the Parties. No alteration or variation of the terms and conditions

of this Agreement shall be valid unless made pursuant to an addendum. Every addendum shall specify the date on which its provisions shall be effective.

- VII. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
- VIII. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.
- IX. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

DODGE COUNTY

|                               |   |                                |
|-------------------------------|---|--------------------------------|
| County Sheriff                | & | Director of Communications/911 |
| Dodge County Sheriff's Office |   | 725 N Park Ave                 |
| 428 N. Broad St.              |   | Fremont, NE 68025              |
| Fremont, NE 68025             |   |                                |
| (402) 727-2702                |   | (402) 727-2677                 |

COLFAX COUNTY

|                             |   |                                |
|-----------------------------|---|--------------------------------|
| Sheriff of Colfax County    | & | Director of Communications/911 |
| 411 E. 11 <sup>th</sup> St. |   | 411 E. 11 <sup>th</sup> St.    |
| Schuyler, NE 68661          |   | Schuyler, NE 68661             |
| (402) 352-8526              |   | (402) 352-8526                 |

BURT COUNTY

|                        |   |                                |
|------------------------|---|--------------------------------|
| Sheriff of Burt County | & | Director of Communications/911 |
| 111 N 13th St.         |   | 111 N. 13 <sup>th</sup> St.    |
| Tekamah, NE 68061      |   | Tekamah, NE 68061              |
| (402) 374-2900         |   | (402) 374-2900                 |

- X. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
- XI. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
- XII. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Parties shall govern.

- XIII. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the parties or their personnel, employees, agents, contractors or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or constructed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.
- XIV. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
- XV. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- XVI. Dispute Resolution. Any Dispute which, in the judgement of a Party to his Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Parties. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting shall take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties may commence a legal action against the other Party.
- XVII. Public Employer Contract Provision (Ne Rev. Stat. 4-114(2)). Pursuant to and in order to be in compliance with Neb. Rev. Stat. §4-114(2), each Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to

verify the work eligibility status of a newly hired employee physically performing services within the State of Nebraska.

- XVIII. Public Benefits – Neb. Rev. Stat. §§4-108 – 113. No party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.
- XIX. Effect of Previous Agreement. This Agreement constitutes an amended to the agreement reached previously, as reflected in “Exhibit A”, attached hereto. Each and every term contained therein that is not expressly amended, revised or revoked by the Agreement shall remain in full force and effect.

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK

COUNTY OF DODGE, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Dodge County Board Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Fred Mytty, County Clerk

Approved as to Form:

\_\_\_\_\_  
Dodge County Attorney

DRAFT

COUNTY OF COLFAX, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Colfax County Board Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Rita M. Mundil, County Clerk

Approved as to Form:

\_\_\_\_\_  
Dodge County Attorney

DRAFT

CITY OF FREMONT, NEBRASKA,  
A municipal corporation and Nebraska Political Subdivision

By: \_\_\_\_\_  
Mayor of the City of Fremont

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Tyler Ficken, City Clerk

Approved as to Form:

\_\_\_\_\_  
Fremont City Attorney

DRAFT

COUNTY OF BURT, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Burt County Board Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sarah J. Freidel, County Clerk

Approved as to Form:

\_\_\_\_\_  
Burt County Attorney

DRAFT