

Agenda Item # 19
Date 2-26-2020

**INTERLOCAL AGREEMENT BETWEEN DODGE COUNTY, NEBRASKA
AND VARIOUS POLITICAL SUBDIVISIONS OF DODGE COUNTY,
NEBRASKA, FOR THE COST SHARING OF A LARGE UPGRADE TO
THE RADIO SYSTEM LINKING EMERGENCY COMMUNICATIONS
TOGETHER**

THIS INTERLOCAL AGREEMENT is made and entered into on this February 4, 2020 by and between Dodge County, Nebraska, hereinafter referred to as Dodge County, and various political subdivisions of Dodge County, Nebraska, each party having been duly organized and now existing under the laws of the State of Nebraska. The effective date of this contract shall be February 4, 2020.

WITNESSETH:

WHEREAS, Dodge County, Nebraska is planning to upgrade radio communication between all emergency management agencies in the area including but not limited to sheriff's departments, police departments, and fire and rescue departments; and

WHEREAS, Dodge County, will pay for all initial Motorola equipment and towers with the understanding that users of Motorola equipment will pay Dodge County for their equipment; and

WHEREAS, all Motorola equipment reimbursable by entities will be only Motorola equipment ordered by and agreed to by signed purchase orders by such entity; and

WHEREAS, all Motorola equipment purchased above are reimbursable to Dodge County in full upon delivery to the entity or divided into five annual payments interest free until the balance is paid, and

WHEREAS, the costs of new towers will be a Dodge County expense and not reimbursable by other entities; and

WHEREAS, Nebraska Interlocal Cooperation Act §13-801 through §13-827 Neb. and other Nebraska laws, as amended, authorize any county to contract with other political subdivisions to perform any governmental service, activity or undertaking which each contracting political subdivision is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by Nebraska Revised Statutes 13-801, et. seq. and Nebraska laws, as amended; and

WHEREAS, this Interlocal Agreement permits political subdivisions to make the most efficient use of their taxing authority and other powers by enabling the entities to cooperate on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the entities, and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Nebraska shall govern in any matter relating pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect immediately upon ratification by all subdivisions Board of Directors, City Councils, Village Boards and the Dodge County Board of Supervisors and end after five years on June 30, 2023, subject to earlier termination as provided by Section 3 herein. This Agreement can be renewed if additional equipment is ever needed.

3. TERMINATION

This agreement shall not be terminated for five years by either party unless all agreed equipment purchased is paid by the political subdivision.

Upon the expiration of the five year term of this agreement it can be renewed for additional joint purchases of equipment unless either party notifies the other in writing at least six months prior to the expiration of this agreement (on or before January 1, 2023) of that party's intention not to renew this agreement for another term.

In the event this agreement is terminated by either party or expires after notice is given, any remaining property will be returned to the County.

Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address.

4. DEFINITIONS

The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Billing and Payment. Dodge County agrees to provide each political subdivision with an itemized bill listing all Motorola equipment purchased and the costs paid by the county. Political Subdivisions agree to reimburse the county for their Motorola equipment purchased in five years with one-fifth of the cost paid each year thereafter until totally paid. Political Subdivisions agree to make the first payment to Dodge County within 30 days of receipt of such bill. Of course, political subdivisions may reimburse Dodge County earlier the entire bill earlier than five years.

5. HOLD HARMLESS AND INDEMNIFICATION

Dodge County agrees to hold harmless, indemnify and defend all political subdivisions, its officers, agents and employees, from and against any and all claims, losses or liability for injuries, sickness or death of persons, or damage to property arising out of any willful misconduct or negligent act, error or omission of Dodge County, its officers, agents or employees, in connection with the services required by the Agreement, provided, however,

Likewise, that Political subdivisions also agree to hold harmless, indemnify and defend Dodge County, its officers, agents and employees, from and against any and all claims, losses or liability for injuries, sickness or death of persons, or damage to property arising out of any willful misconduct or negligent act, error or omission of Dodge County, its officers, agents or employees, in connection with the services required by the Agreement, :

(a) Dodge County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the willful misconduct or negligence of political subdivisions, its officers, agents or employees or sub-consultants; and

(b) Political subdivisions also agree to indemnify, defend and hold harmless Dodge County to injuries, sickness, death or damage caused by or resulting from the willful misconduct of a third party other than an officer, agent or employee of Political subdivisions, and shall apply only to the extent of the degree of negligence or willful misconduct of Political subdivisions.

6. GENERAL PROVISIONS

(a) This Agreement does not create a new legal entity or a new administrative entity.

7. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

8. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between Dodge County and Political subdivisions and supersedes all prior negotiations, representations or agreement, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made affective on the day and year first above written.

COUNTY OF DODGE BOARD
BOARD

POLITICAL SUBDIVISIONS

City of Hooper
Political Subdivision

By Bruce Cate
Mayor, City of Hooper
Name, Office Held with Organization

STATE OF NEBRASKA }
COUNTY OF DODGE } ss.

The foregoing Agreement was acknowledged before me this 11th day of February, 2019 by Bruce Cate, Mayor and on behalf of City of Hooper, a Nebraska Political Subdivision

ROXANNE F MEYER
General Notary - State of Nebraska
My Commission Expires Jul 24, 2021

Roxanne J. Meyer
Notary Public

DODGE COUNTY, NEBRASKA
A Nebraska Political Subdivision

By _____
Bob Missel
Chairman of the Dodge County Board of
Supervisors

STATE OF NEBRASKA }
COUNTY OF DODGE } ss.

The foregoing Agreement was attested before me this ____ day of _____, 2019
by Bob Missel, Chairman of the Dodge County Board of Supervisors.

Fred Mytty, Dodge County Clerk