

Agenda Item # 14  
Date 4/22/20

**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 - Enterprise Infrastructure 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  
911 Communications Director  
227 South 6<sup>th</sup> St  
Council Bluffs, IA 51501  
712-328-4806

E. For OPPD:

David Whisinnand  
Director – Enterprise Infrastructure  
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].

*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

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

COUNTY OF SARPY, NEBRASKA a political subdivision

ATTEST:

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

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

APPROVED AS TO FORM:

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



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

COUNTY OF WASHINGTON,  
NEBRASKA a political subdivision

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

COUNTY OF POTTAWATTAMIE, IOWA a  
political subdivision

ATTEST:

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

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

APPROVED AS TO FORM:

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

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

OMAHA PUBLIC POWER DISTRICT,  
NEBRASKA a political subdivision

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

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

CITY OF FREMONT, NEBRASKA

ATTEST:

\_\_\_\_\_

Clerk

By \_\_\_\_\_

Mayor of Fremont

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

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

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