

FIRST AMENDMENT TO THE FEBRUARY 25, 2020
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this 27 day of September, 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 (Burt 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 between the Parties to incorporate Burt County into the sharing of costs relative to 911 call handling equipment to also include one-time and recurring costs to create and maintain an aggregated regional GIS data set that will be used by the Parties in conjunction with the 911 call handling equipment. The costs associated with the aggregation and sharing of GIS data for 911 will be paid in accordance with the provisions of Exhibit A: I(A)(1), attached hereto.. The costs associated with the 911 mapping software used by the Parties 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 yearly renewal, any Party may give the other Parties thirty (30) days written notice of the notifying Party's desire to renegotiate or terminate 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 wavier 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 th St.		411 E. 11 th 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 th 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.

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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 of the City of Fremont

Date: _____

Attest:

Tyler Ficken, City Clerk

Approved as to Form:

Fremont City Attorney

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