

STAFF REPORT

TO: Dodge County Board of Supervisors
FROM: Shelly Holzerland
DATE: July 12, 2023
SUBJECT: Interlocal Agreement with ORION

Recommendation: Recommend approve to enter in to Interlocal Agreement with the Omaha Regional Interoperable Network (ORION)

Background:

The Omaha Regional Interoperable Network (ORION) is the public safety radio network of the Douglas County metro area. Dodge County has completed the buildout of the ORION network and the project is complete. ORION is ready to sign agreements bringing Fremont and Dodge County into the partnership. The Interlocal Agreement was written by the Douglas County Attorney's office and reviewed by the City of Fremont legal counsel and the Dodge County Attorney.

This agreement will make Fremont/Dodge County an equal partner on the WAN (Wide Area Network) governance committee. It obligates Fremont/Dodge County to share in the expenses of the regional WAN maintenance. It also requires all members to maintain their respective county level WAN's and support contracts for the benefit of the whole system.

Fiscal Impact: Yearly share of network support, based on number of Fremont/Dodge County radio subscribers. For example, in 2022 Fremont/Dodge County had 4.43% of the total ORION subscribers, resulting in a cost of \$39,613 for system support.

The PSAP Governance board voted to enter in to the Interlocal Agreement.

This project is part of the combined city/county PSAP. The costs is split 50/50 with Dodge County, in accordance with the Interlocal agreement.

**SECOND AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
AMONG
OMAHA PUBLIC POWER DISTRICT,
DOUGLAS COUNTY, NEBRASKA,
WASHINGTON COUNTY, NEBRASKA,
SARPY COUNTY, NEBRASKA,
FREMONT/DODGE COUNTY COMMUNICATIONS CENTER
AND
POTTAWATTAMIE COUNTY, IOWA
RELATING TO A LAND MOBILE RADIO SYSTEM SHARING AGREEMENT**

EXHIBITS

Exhibit #	Name	Page(s)
1(f)	Douglas County Master Site Equipment List	49
1(u)	Sarpy County Master Site Equipment List	50
6.1	Cost Formula / Maintenance Costs	51
6.1.1	Call Out Procedures, Numbers and Severity Levels	52

**SECOND AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
AMONG
OMAHA PUBLIC POWER DISTRICT, DOUGLAS COUNTY, NEBRASKA,
WASHINGTON COUNTY, NEBRASKA, SARPY COUNTY, NEBRASKA,
FREMONT/DODGE COUNTY COMMUNICATIONS CENTER
AND
POTTAWATTAMIE COUNTY, IOWA
RELATING TO A LAND MOBILE RADIO SYSTEM SHARING AGREEMENT**

THIS SECOND AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into this [_____] day of _____, 2023 ("Effective Date"), by and among OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD"), DOUGLAS COUNTY, NEBRASKA, a political subdivision of the State of Nebraska ("Douglas County"), WASHINGTON COUNTY, NEBRASKA, a political subdivision of the State of Nebraska ("Washington County"), SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska ("Sarpy County"), Fremont/Dodge County Communications Center ("FDCC"), a public safety agency and political entity created by an Interlocal Agreement, and POTTAWATTAMIE COUNTY, IOWA a political subdivision of the State of Iowa ("Pottawattamie County") (individually a "Party" and, together, the "Parties").

RECITALS

WHEREAS, OPPD is a public power district established under the laws of the State of Nebraska which provides electric service to customers in the Omaha metropolitan area and other parts of Eastern Nebraska; and

WHEREAS, Douglas County is a political subdivision of the State of Nebraska which, among other functions, carries out emergency response activities through the Douglas County 911 Center; and

WHEREAS, Washington County is a political subdivision of the State of Nebraska which, among other functions, carries out emergency response activities through its 911 center; and

WHEREAS, Sarpy County is a political subdivision of the State of Nebraska which, among other functions, carries out emergency response activities through its 911 center; and

WHEREAS, Dodge County, Nebraska and City of Fremont, Nebraska are political subdivisions of the State of Nebraska which, among other functions, carry out emergency response activities through their 911 center; and the FDCC, which is comprised of both Dodge County, Nebraska and the City of Fremont, Nebraska emergency communications, is a public safety agency and political entity created by an Interlocal Agreement, located in the City of Fremont, Dodge

County, Nebraska which, among other functions, carries out emergency response activities through its 911 center.

WHEREAS, Pottawattamie County is a political subdivision of the State of Iowa which, among other functions, carries out emergency response activities through its 911 center; and

WHEREAS, OPPD, Douglas County, Washington County, Sarpy County, FDCC and Pottawattamie County each require reliable communications systems to support their activities; and

WHEREAS, effective April 27, 2004, OPPD and Douglas County entered into an Interlocal Cooperation Agreement ("OPPD/Douglas County Agreement") with respect to the shared use of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective 2006, OPPD, Douglas County and Washington County entered into an Agreement ("OPPD/Douglas County/Washington County Agreement") to engage in the shared use of certain land mobile radio system equipment; and

WHEREAS, effective July 5, 2006, OPPD and Washington County entered into an Interlocal Cooperation Agreement ("OPPD/Washington County Agreement") with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective July 29, 2010, OPPD, Douglas County and Pottawattamie County entered into an Agreement ("OPPD/Douglas County/Pottawattamie County Agreement") to engage in the shared use of certain land mobile radio system equipment; and

WHEREAS, effective 2010, OPPD and Pottawattamie County entered into an Interlocal Cooperation Agreement ("OPPD/Pottawattamie County Agreement") with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective January 16, 2018, OPPD, Douglas County, Washington County and Pottawattamie County amended, restated and superseded the OPPD/Douglas County Agreement, OPPD/Douglas County/Washington County Agreement, OPPD/Washington County Agreement, OPPD/Douglas County/Pottawattamie County Agreement and OPPD/Pottawattamie County Agreement by entering into that certain Interlocal Cooperation Agreement ("Original Interlocal Agreement") with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective July 17, 2018, Sarpy County, OPPD, Douglas County, Washington County and Pottawattamie County entered into that certain memorandum of understanding (the "MOU") with respect to the negotiation of a contract regarding the sharing of communication

infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, effective December 13, 2018, Sarpy County, OPPD, Douglas County, Washington County and Pottawattamie County entered into that First Amended and Restated Interlocal Cooperation Agreement with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, via this Agreement FDCC desires to become a party to that certain First Amended and Restated Interlocal Cooperation Agreement, dated December 13, 2018, and participate in all of the rights and responsibilities required of a party thereto; and

WHEREAS, Sarpy County, OPPD, Douglas County, Washington County and Pottawattamie County desire to enter into a definitive agreement with FDCC with respect to the sharing of communication infrastructure and maintenance of a land mobile radio system in order to carry out their respective operations in a more efficient and effective fashion; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq. the Parties wish to enter into a contract to engage in the shared use and maintenance of certain equipment in order to carry out their respective operations in a more efficient and effective fashion.

WHEREAS, OPPD, Douglas County, Washington County, Sarpy County, FDCC, and Pottawattamie County now wish to amend and restate the First Amended and Restated Interlocal Cooperation Agreement dated December 13, 2018, in its entirety as hereinafter provided.

WHEREAS, the Parties intend for this Agreement to supersede all prior agreements (as previously referenced herein) between and among the Parties related to sharing a land mobile radio system, so that one agreement (this Agreement) governs the Parties hereto.

WHEREAS, each Parties governing board has authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sarpy County, OPPD, Douglas County, Washington County, FDCC and Pottawattamie County agree, to the extent that each is a party, that the First Amended and Restated Interlocal Cooperation Agreement dated December 13, 2018, is hereby amended and restated in its entirety so that this Agreement supersedes such prior agreements between and among the parties and the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms are defined:

(a) "Channel(s)" shall mean any available frequency which is determined by the Federal Communications Commission ("FCC") now or that could be licensed in the future – for example, 700 MHz, 800 MHz, 900 MHz, etc.

(b) "FDCC Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to FDCC by the FCC.

(c) "FDCC Sites" shall mean the communication sites and equipment owned and operated by the FDCC.

(d) "FDCC System" shall mean the entire 700/800 MHz land mobile radio system operated by FDCC in support of its emergency response operations and the FDCC Sites.

(e) "Douglas County Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to Douglas County by the FCC.

(f) "Douglas County Master Site Equipment" shall mean the Douglas County equipment identified on Exhibit 1(f) hereof. Douglas County Master Site Equipment means equipment on Exhibit 1(f) and physically located at the Douglas County Master Site, but excludes any equipment that may be co-located at or with the Douglas County Master Site Equipment but benefits less than all the Parties, for example, including but not limited to siren equipment. If the event of a question or discrepancy regarding the inclusion of equipment in the Douglas County Master Site Equipment, Douglas County shall be the final authority with respect to what equipment is included in the Douglas County Master Site Equipment. Douglas County will then update, as needed, Exhibit 1(f).

(g) "Douglas County Master Site" shall mean the physical location of the Douglas County Master Site Equipment which is currently at 3603 North 156th Street Omaha Nebraska.

(h) "Douglas County Sites" shall mean the communication sites and equipment owned and operated by Douglas County.

(i) "Douglas County System" shall mean the entire 700/800 MHz land mobile radio system operated by Douglas County in support of its emergency response operations, including but not limited to the Douglas County Master Site Equipment (as that term is defined herein) and Douglas County Sites.

(j) "DSR Master Site" shall mean the dynamic system resilience master site created when the Douglas County Master Site Equipment and the Sarpy County Master Site Equipment are integrated together into one DSR system.

(k) "DSR Master Site Equipment" shall mean the combined Douglas County Master Site Equipment and the Sarpy County Master Site Equipment integrated together to make the DSR Master Site.

(l) "Force Majeure" shall have the meaning set forth in section 19 hereof.

(m) "OPPD Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to OPPD by the FCC.

(n) "OPPD Sites" shall mean the communication sites owned and operated by OPPD.

(o) "OPPD System" shall mean the land mobile communication system that is operated by OPPD in support of its electric utility operations, including but not limited to the OPPD Infrastructure and OPPD Sites.

(p) "Pottawattamie County Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to Pottawattamie County by the FCC.

(q) "Pottawattamie County System" shall mean the entire 700/800 MHz land mobile radio system operated by Pottawattamie County in support of its emergency response operations and Pottawattamie Sites.

(r) "Pottawattamie County Sites" shall mean the communications sites and equipment owned and operated by Pottawattamie County.

(s) "Subscriber Units" shall mean each mobile, portable, handset control station and radio consoles that have a specific radio identification number. A single radio console will be treated as one Subscriber Unit for purposes of determining costs.

(t) "Sarpy County Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to Sarpy County by the FCC.

(u) "Sarpy County Master Site Equipment" shall mean the Sarpy County equipment identified on Exhibit 1(u) hereof. Sarpy County Master Site Equipment means equipment on Exhibit 1(u) and physically located at the Sarpy County Master Site, but excludes any equipment that may be co-located at or with the Sarpy County Master Site Equipment but benefits less than all the Parties, for example, including but not limited to siren equipment. In the event of a question or discrepancy regarding the inclusion of equipment in Sarpy County Master Site Equipment, Sarpy County shall be the final authority with respect to what equipment is included in Sarpy County Master Site Equipment. Sarpy County will then update, as needed, Exhibit 1(u).

(v) "Sarpy County Master Site" shall mean the physical location of the Sarpy County Master Site Equipment which is currently 1210 Golden Gate Drive, Papillion, NE 68046 (Sarpy County Emergency Communications).

(w) "Sarpy County Sites" shall mean the communication sites and equipment owned and operated by Sarpy County.

(x) "Sarpy County System" shall mean the entire 700/800 MHz land mobile radio system operated by Sarpy County in support of its emergency response operations, including but not limited to the Sarpy County Master Site Equipment (as that term is defined herein) and Sarpy

County Sites.

(y) "System Upgrade Agreement or SUA" shall mean an agreement entered into by a Party with Motorola or other vendor, if another vendor is contracted with to provide these services in the future, for any required software upgrades.

(z) "Security Update Services Agreement" shall mean an agreement entered into by a Party with Motorola or other vendor, if another vendor is contracted with to provide these services in the future for security services.

(aa) "Motorola Services" shall mean the third party services provided for the Douglas County Master Site Equipment and the Sarpy County Master Site Equipment including but not limited to the services described in the System Upgrade Agreement or SUA and the Security Update Services Agreement for the DSR Master Site. At the execution of this Agreement, the Parties contemplate that these services will be provided by Motorola but if another vendor is contracted with to provide such services in the future, the Parties intend for this definition to apply to the alternate vendor's services. The cost for all such Motorola Services shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7. Motorola Services expressly excludes the services to be provided by Motorola pursuant to Section 3.4 hereunder.

(bb) "Radio User License" shall mean the licenses required by Motorola for each 1000 users.

(cc) "Term" shall mean the Initial Term and all Renewal Terms as such terms are defined in Section 9.1 of this Agreement.

(dd) "Washington County Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to Washington County by the FCC.

(ee) "Washington County Sites" shall mean the communications sites and equipment owned and operated by Washington County.

(ff) "Washington County System" shall mean the entire 700/800 MHz land mobile radio system operated by Washington County in support of its emergency response operations and Washington County Sites.

2. Frequencies and Compliance.

2.1 The Douglas County Licensed Frequencies, Sarpy County Licensed Frequencies, OPPD Licensed Frequencies, Washington County Licensed Frequencies, FDCC Licensed Frequencies and Pottawattamie County Licensed Frequencies are each in good standing with the FCC.

2.2 Each Party shall remain the licensee of its respective FCC frequencies and the owner of its respective communications system, sites, facilities, equipment and Subscriber Units

during the term of this Agreement. Notwithstanding any other provision in this Agreement, each Party shall retain and exercise full control and ownership over its respective FCC frequencies, system, sites, facilities, equipment and Subscriber Units.

2.3 Each Party shall be responsible for maintaining its FCC licenses in good standing, and shall be responsible for any legal fees or other costs incurred in connection with its FCC licenses.

2.4 The Parties shall comply with all applicable statutes, ordinances, regulations, administrative or judicial orders, and other legal requirements, including but not limited to regulations and orders of the FCC, and shall cooperate reasonably with each other to maintain such compliance under this Agreement.

3. DSR Master Site Equipment and Infrastructure.

3.1 Douglas County owns and operates the Douglas County System, including but not limited to the Douglas County Master Site Equipment and the Douglas County Sites.

3.2 Sarpy County owns and operates the Sarpy County System, including but not limited to the Sarpy County Master Site Equipment and the Sarpy County Sites.

3.3 Each of OPPD, Washington County and Pottawattamie County owns and operates their respective systems.

3.4 In the event that the Douglas County Master Site Equipment is moved from 3603 N. 156th Street or the Sarpy County Master Site Equipment is moved from 1210 Golden Gate Drive, Papillion, NE 68046, then Douglas County or Sarpy County, as applicable, will provide written notice to all the Parties with 180 days' notice or if 180 days' notice is not possible, then as soon as practicable. In the event of such master site equipment move (whether the Douglas County Master Site Equipment or the Sarpy County Master Site Equipment), the Parties will discuss and mutually agree to the cost allocation among the Parties.

3.5 Each Party to this Agreement shall be responsible for the purchase, replacement and repair of the Subscriber Units required for its own communications operations.

4. Shared Use of DSR Master Site.

4.1 The Parties shall share the use and costs of the DSR Master Site Equipment in accordance with and subject to the terms and conditions of this Agreement. It is intended and contemplated by the Parties with respect to the administration and maintenance of the DSR Master Site Equipment that the Parties will share the Motorola Services and System Administration Services costs as more fully described herein and that should additional DSR Master Site Equipment costs arise in the future, which may not be covered in this Agreement, the Parties will review and incorporate those costs into this Agreement so that they will be shared pursuant to the Cost Formula or as otherwise agreed to by the Parties.

4.2 Each Party may purchase and install and operate its own respective Subscriber Units and other communications equipment so that such equipment has access to and use of the DSR Master Site Equipment, as needed to continuously and reliably operate their respective sites and systems.

4.3 At any time during the Term of this Agreement, upon written notice to Douglas County and Sarpy County, and at no additional cost, Douglas County and Sarpy County shall work together to provide for access to and use of the DSR Master Site Equipment to the notifying Party for such Party to add additional voice and/or mobile data sites and/or additional channels to such Party's land mobile radio system (which shall be at such Party's sole expense); provided, that, such additions cause no material adverse impact on the communications system or operations of Douglas County, Sarpy County or any of the other Parties. The Parties may amend this Agreement as provided herein to specify the purchase and use of additional equipment to facilitate the use of the DSR Master Site Equipment.

4.4 The Parties shall share responsibility for all costs related to the Motorola Services (per the Cost Formula set forth in Section 7). In addition, Sarpy County, Douglas County, OPPD, Washington County, FDCC, and Pottawattamie County, and any other entity using the Master Site Equipment, shall comply with Motorola, Douglas County and Sarpy County's policies, for entry or access, security policies and procedures related to the Master Site Equipment, as modified from time to time and delivered to the Parties.

4.5 Intentionally omitted.

4.6 Each Party shall be responsible for its own additional Radio User License costs incurred during the Term of this Agreement.

5. Use of Shared Systems.

5.1 On an occasional basis and at no cost, Douglas County agrees to permit OPPD, Washington County, Sarpy County, FDCC and Pottawattamie County to access the Douglas County System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.2 On an occasional basis and at no cost, OPPD agrees to permit Douglas County, Washington County, Sarpy County, FDCC and Pottawattamie County to access the OPPD System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.3 On an occasional basis and at no cost, Washington County agrees to permit Douglas County, OPPD, Sarpy County, FDCC and Pottawattamie County to access the Washington County System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.4 On an occasional basis and at no cost, Pottawattamie County agrees to permit Douglas County, OPPD, Sarpy County, FDCC and Washington County to access the Pottawattamie County System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.5 On an occasional basis and at no cost, Sarpy County agrees to permit Douglas County, OPPD, Washington County, FDCC and Pottawattamie County to access the Sarpy County System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.6 On an occasional basis and at no cost, FDCC agrees to permit Douglas County, OPPD, Washington County, Sarpy County and Pottawattamie County to access the FDCC System subject to this Agreement and each Party's compliance with applicable FCC or other legal requirements.

5.7 With the exception of the DSR Master Site Equipment, each Party may limit, condition, or suspend the other Parties' use, in whole or in part, of the respective Party's system in the event that such use, in the sole judgment of the owning Party, (1) impairs such Party's use of their owned system, or (2) results in a violation of an FCC rule or requirement or other applicable law.

5.8 The Parties understand and agree that, for reasons of efficiency, interoperability or otherwise, it may be advisable or desirable to allow other parties to access the DSR Master Site Equipment. The Parties shall cooperate reasonably to amend this Agreement, and take any other appropriate steps, to effect the addition of such other parties under a fair and non-disruptive framework if fully agreed upon by the Parties and any such new parties as provided herein.

6. Summary of Fees and Technical Support and Maintenance.

6.1 Summary of Fees:

6.1.1 Douglas County and Sarpy County will repair and maintain and provide system administration services (System Administration Services) including but not limited to twenty-four (24) hour 7 days per week monitoring, for the DSR Master Site Equipment pursuant to Severity Level Guidelines set forth in Exhibit 6.1.1. Notwithstanding the foregoing, the Parties shall share and pay for any augmented services to repair and maintain the DSR Master Site Equipment in accordance with the Cost Formula set forth in Section 7. The System Administration Services costs shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7; provided that, during the period of time that Douglas County and Sarpy County are providing the System Administration Services for the DSR Master Site Equipment pursuant to Section 6.1.1 and 6.2, Sarpy County will pay its proportionate share under the Cost Formula set forth in Section 7 to itself and each of the other Parties' proportionate shares under the Cost Formula set forth in Section 7 shall be paid to Douglas County. This fee allocation will be evaluated by the Parties from time-to-time and the Parties will make any equitable adjustments necessary based upon the allocation of the System Administration Services duties to Douglas

County and Sarpy County in accordance with and subject to the administration procedures described in Section 8.3.2.

6.1.2. Motorola Services, as defined herein, shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7. Any increases in the cost of the Motorola Services, regardless of when they occur, will be shared by the Parties in accordance with the Cost Formula set forth in Section 7.

6.1.3. Upgrade costs shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7.

6.1.3.1. The Parties shall use reasonable measures to plan for prospective upgrades on or before May 30 of the year preceding the year in which the upgrades are to be completed for budget planning purposes. The Parties will evaluate and recommend any and all upgrades to the DSR Master Site Equipment in accordance with the administration procedures described in Section 8.3.2.

6.1.3.2. Each Party shall be responsible for all upgrade costs of its own sites and system equipment that are not covered under the Motorola Services. In addition and notwithstanding anything herein to the contrary, any costs associated with a Party's upgrade or improvement of its own system in order to capitalize on or take advantage of the DSR Master Site configuration shall be at such Party's sole cost and expense.

6.1.3.3. For upgrades that serve the communications needs of only one Party, that Party shall be responsible for all costs of the upgrade, and each Party shall pay for upgrading its own Subscriber Units.

6.2 System Administration Services Fees. During the Term of this Agreement, Douglas County and Sarpy County shall provide System Administration Services, as previously provided herein, for the DSR Master Site and the DSR Master Site Equipment and these costs shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7. DSR Master Site Equipment meaning the combined Douglas County Master Site Equipment listed on Exhibit 1(f) and the Sarpy County Master Site Equipment listed on Exhibit 1(u), each as defined in Section 1 and integrated together to make the DSR Master Site.

6.2.1 The combined costs of Douglas County and Sarpy County to provide System Administration Services pursuant to sections 6.1.1. and 6.2, shall be adjusted annually, at a rate equal to the general wage increase given to Douglas County's employees belonging to an applicable Collective Bargaining Agreement ("CBA") or otherwise (if no CBA). This will begin on the January 1st following execution of this Agreement and continue for the duration of this Agreement. For the duration of this Agreement, the cost increase will occur on January 1st so that annual wage increases are taken into account by the Parties and shared via the Cost Formula set forth in Section 7.

6.2.2 Notwithstanding any provision to the contrary, in the event that Douglas County and/or Sarpy County notifies the Parties in writing with 210 days' notice that such Party is no longer willing or able to provide System Administration Services, then the other Party then-providing System Administration Services (i.e. Douglas County or Sarpy County) will take over the sole obligation to provide System Administration Services for the DSR Master Site Equipment, unless such other Party then-providing System Administration Services gives no less than one hundred fifty (150) day's written notice to the Parties that it is either unwilling or unable to be the sole provider of the System Administration Services under this Agreement. In the event that both Douglas County and Sarpy County are unwilling or unable to provide the System Administration Services, then Douglas County and Sarpy County shall both be relieved of its System Administration Services obligations hereunder and no longer be responsible for such services and all associated System Administration Service fees from Motorola or any such selected third party vendor shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7.

6.3 Motorola Services Fees. During the Term of this Agreement, Motorola Services shall be shared by the Parties in accordance with the Cost Formula set forth in Section 7. Any changes in any Motorola Services, regardless of when they occur, will be shared in accordance with the Cost Formula set forth in Section 7.

6.3.1 No Party may unilaterally cancel or reduce the Motorola Services. If the Parties recommend and Douglas County and Sarpy County both agree to cancel or reduce any Motorola Services, in accordance with the applicable Motorola contract, then each Party's share of the costs for such cancelled or reduced Motorola Services shall be adjusted in accordance with the Cost Formula set forth in Section 7 and the Parties will adjust for future expenditures Exhibit 6.1 to reflect such changes.

6.3.1.1 If one Party determines that any such Motorola Service is essential and is willing to pay the entire fee for that service, then that Party will be charged accordingly.

6.4 Notwithstanding any provision to the contrary, Douglas County and Sarpy County may jointly elect to subcontract any of the service or work provided for herein by engaging Motorola or any other third party vendor. Douglas County and Sarpy County will give the other Parties 180 days' written notice of any such election. In the event the subcontracting increases costs, then Douglas County will submit the cost increase to the Parties in accordance with the Cost Formula set forth in Section 7.

6.5 Notwithstanding any provision to the contrary, and upon the happening of any Force Majeure event, Douglas County and/or Sarpy County may notify the Parties in writing that either or both Parties are no longer willing or able to provide System Administration Services. In the event that such Parties so notify the other Parties, then the Party giving such notice to the other Parties shall be relieved of its System Administration Services obligations hereunder and no longer be responsible for such services. The Parties will work to expedite services by the other Party

(Douglas County or Sarpy County) or if such other Party is unable to take on the responsibilities of providing such System Administration Services then a third party vendor, to render these services either temporarily or permanently with the costs to be shared in accordance with the Cost Formula set forth in Section 7.

6.6 This Agreement contemplates for the DSR Master Site Equipment System Administration Services and Motorola Services as provided for herein and specifically excludes any service or maintenance of any other site(s). Other than the DSR Master Site, each Party is responsible for maintaining its own sites. To the extent that one Party hereto wishes to engage another Party for site maintenance, the terms and conditions of that agreement shall be agreed to and memorialized in a separate agreement.

7. Cost Formula.

7.1 All costs to be shared by the Parties as provided herein shall be allocated in accordance with the following cost formula ("Cost Formula"):

$$N/T \times TC = SC$$

Where,

N = Number of installed units from Subscriber Unit database on the DSR Master Site Equipment

T = Total mobile and portable units on the DSR Master Site Equipment

TC = Total Costs of System Administration Services, Motorola Services, upgrade costs and any other shared costs as set forth in this Agreement

SC = Party's share of costs

This Cost Formula shall be applied to each shared cost as provided herein.

The Parties shall use the Cost Formula for the purposes identified in Sections 6 and 8 and herein.

8. Administration.

8.1 Subject to each Party's obligation to exercise control over its own facilities, the Parties shall cooperate in the administration and operation of the Douglas County System, the OPPD System, the Washington County System, the Sarpy County System, the FDCC System, the Pottawattamie System and other provisions of this Agreement.

8.2 Each Party shall designate two technical representatives who are familiar with that Party's technical communication operations (the "Technical Representatives"). The Technical Representatives shall meet no less than quarterly at a mutually agreed time and place on or before

the 10th day of the month following the end of each calendar quarter to review operations under this Agreement. Either Party may change a Technical Representative at any time by written notice. Each Party's Technical Representatives shall report to their respective Designated Representatives prior to the meeting described in section 8.3.

8.3 Each Party shall designate one (1) representative who is familiar with that Party's communication operations (the "Designated Representative"). The Designated Representatives shall use best efforts to meet quarterly at a mutually agreed time and place on or before the 15th day of the month following the end of each calendar quarter to review operations under this Agreement and prepare and make recommendations. Parties must meet at least annually at a mutually agreed time and place. A Party may change its Designated Representative at any time by written notice. Meetings of the Designated Representatives may also be called by any Designated Representative; however, any meeting where a vote of the Designated Representatives will be held must be noticed with no less than three (3) business days prior notice to all of the Designated Representatives. The Designated Representatives may participate in a meeting of the Designated Representatives by means of a conference telephone or similar communications equipment allowing all participants of the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such meeting. Each Designated Representative shall be entitled to vote on any matters submitted to a vote of the Designated Representatives. Each Designated Representative will have one (1) vote. Management and administration by the Designated Representatives, pursuant to and in accordance with the terms of this Agreement, shall be conducted through the affirmative vote of a majority of the Party's Designated Representatives. Any action required to be taken by the Designated Representatives pursuant to this Agreement or which may be taken at a meeting of the Designated Representatives may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Designated Representatives.

8.3.1 The Designated Representatives shall prepare guidelines which will (i) govern the operations of the Parties pursuant to and in accordance with the terms of this Agreement, and (ii) identify the requirements for other entities to enter into a sharing agreement for use of the DSR Master Site Equipment and any other requirements or guidelines necessary for the operation of the shared systems.

8.3.2 The Designated Representatives shall evaluate and recommend, subject to any necessary governing board approvals, upgrades or services required, method of procurement, schedule and method of payment, and any other operational matters reasonably necessary to facilitate the shared use, maintenance and repair of the DSR Master Site Equipment by the Parties in accordance with the terms set forth in this Agreement.

8.3.3 On an annual basis, Douglas County will prepare a new Exhibit 6.1 and provide a copy to the Designated Representatives to review. Exhibit 6.1 will be adjusted so that all costs as contemplated herein are allocated per the Cost Formula set forth in Section 7. Thereafter, each Party will have twenty (20) calendar days to correct any error or omission with written notice to Douglas County.

8.3.3.1 Douglas County shall issue invoices to each Party for the charges and fees owed under this Agreement in accordance with the billing procedures reasonably agreed upon by the Parties. Such invoicing shall include all amounts to be shared hereunder pursuant to the Cost Formula set forth in Section 7. Each Party shall pay all undisputed portions of such invoices within thirty (30) days of the date thereof, and promptly shall notify Douglas County in writing of any disputed amounts.

8.3.4 Each Party shall give Douglas County written notice if that Party desires to add 250 or more Subscriber Units, in the aggregate, to the shared system during any calendar year. Douglas County will bill the adding Party a fee for the remainder of the calendar year for the additional Subscriber Units so that any increased costs to Douglas County and Sarpy County are covered and paid. Thereafter and at the next annual Exhibit 6.1 update, the Parties will review and adjust Exhibit 6.1, as per 8.3.3 and 8.3.3.1, so that additional Subscriber Units are factored into the costs as contemplated herein as per the Cost Formula set forth in Section 7.

8.4 If additional entities desire to become a Party to this Agreement and participate in all of the rights and responsibilities thereunder, then the Parties shall evaluate the impact of such prospective additional party on the DSR Master Site Equipment, to each Party's system and to the rights and obligations of the Parties hereunder. In the event that the Designated Representatives agree to add such prospective additional party as a Party to this Agreement, then the prospect and all of the Parties shall work in good faith to prepare, approve and execute an amendment and/or modification to this Agreement in order to implement such addition.

8.4.1 To reflect the addition of other entities to this Agreement, Douglas County will bill the new Party a fee for the remainder of the calendar year so that any increased costs to Douglas County and Sarpy County for the Motorola Services for the DSR Master Site Equipment and the System Administration Services are covered and paid. Thereafter and at the next annual Exhibit 6.1 update, the Parties will review and adjust Exhibit 6.1, as per 8.3.3 and 8.3.3.1, so that the new Party and its additional Subscriber Units are factored into the costs as contemplated herein as per the Section 7 Cost Formula set forth in Section 7.

8.5 If an entity that is not a Party to this Agreement or desires to link to and use the DSR Master Site Equipment (and have the ability to occasionally roam on each Party's system in accordance with the terms set forth in this Agreement) without becoming a Party to this Agreement, then such a user may be sponsored by a Party and presented to all of the Designated Representatives for approval. In the event that the Designated Representatives elect to allow such sponsored user to link to and use the DSR Master Site Equipment (and have the ability to occasionally roam on each Party's system in accordance with the terms set forth in this Agreement), then the Designated Representatives will approve any and all (i) fees and expenses, and (ii) requirements of use, required in order for such sponsored user to enjoy such rights. The Party who sponsored such user shall be responsible for the payment of all fees and expenses approved by the Designated Representatives and Douglas County and Sarpy County shall include all such amounts in the invoice(s) issued by Douglas County to such sponsoring Party.

8.5.1. Douglas County will bill the Sponsoring Party a fee for the remainder of the calendar year for the new user so that any increased costs to Douglas County and Sarpy County are covered and paid. Thereafter and at the next annual Exhibit 6.1 update, the Parties will review and adjust Exhibit 6.1, as per 8.3.3 and 8.3.3.1, so that the new user and its Subscriber Units are factored into the costs as contemplated herein and as per Cost Formula set forth in Section 7.

8.6 Intentionally Omitted.

8.7 Intentionally Omitted.

8.8 Any decision that will require payment that is not covered in this Agreement shall require written approval from each Party prior to committing any funds. Thereafter, the invoices shall be presented to the respective Parties for payment. Any disputes regarding the invoices that are not resolved by the Designated Representatives shall be subject to the dispute resolution process as set forth herein.

8.9 In the event that a dispute arises under this Agreement, the Party or Parties raising such claim shall submit written notice to the other Party(ies), whereupon the Designated Representatives of each Party promptly shall meet in an effort to resolve the dispute. If after thirty (30) days from the initial meeting but in no event more than ninety (90) days from delivery of the last written notice of dispute to the other Party(ies), no resolution is reached, then the dispute shall be submitted by the Parties to nonbinding mediation using a neutral mediator selected by the Parties, with the mediator costs to be shared equally by the Parties. The mediation shall be scheduled no later than thirty (30) days after notice (the "Mediation Notice") that the dispute has not been resolved by the Parties. If, within ten (10) days of the Mediation Notice, the Parties cannot agree on the selection of a neutral mediator, or if mediation is not successful within thirty (30) days of the first scheduled date of the mediation, then either Party may initiate an action to adjudicate the dispute in the District Court of Douglas County, Nebraska or for any federal action in Omaha Nebraska in the United States District Court for the State of Nebraska.

9. Term and Termination.

9.1 Unless sooner terminated in accordance with this Agreement, the initial term of this Agreement shall commence on the Effective Date and terminating at midnight on January 31, 2026 ("Initial Term"). This Agreement shall continue in full force and effect after the Initial Term, for consecutive terms of three (3) years each (each term, a "Renewal Term"), for up to four (4) renewal terms, unless a Party provides written notice of termination to all Parties no less than two (2) years prior to the end of the Initial Term or, as applicable, a Renewal Term.

9.2 If a Party, after receiving from another Party written notice of its breach of this Agreement (which a copy of any such notice must be delivered to all Parties to this Agreement), does not take steps to cure the breach within fifteen (15) days after the date of receipt of such notice, then the Party providing notice of breach shall have the right, after the expiration of the 15-day period, to terminate its participation in this Agreement by giving written notice setting forth

the effective date of termination, which shall not be less than one hundred eighty (180) days and within three hundred sixty-five (365) days after the date such termination notice is delivered to the alleged breaching Party and all other Parties.

9.3 Any Party may withdraw from this Agreement upon ninety (90) days written notice in the event of a change in law or FCC action (hereinafter a "Change in Law") that eliminates the ability of the Parties to share the joint use or otherwise precludes any Party from performing its obligations under this Agreement.

9.3.1 In the event of any withdrawal from this Agreement due to a Change in Law, the Parties agree to cooperate so as to minimize the impact of withdrawal on their operations and to facilitate continuity in the transition from shared operations. Such withdrawal shall take effect and be completed within three hundred sixty-five (365) days of notice.

9.3.2 In the event of Agreement withdrawal by Douglas County or Sarpy County due to a Change in Law, the Parties agree to the following: If such withdrawing Party desires to sell its master site equipment, the other Parties shall have the right, for a period of sixty (60) days, to provide notice of their respective interest in purchasing such master site equipment at a reasonable negotiated purchase price. If more than one of the other Parties desires to purchase the relevant master site equipment, then such Parties shall negotiate in good faith to determine reasonable terms to purchase (either singly or jointly) and jointly share use and maintenance of such master site equipment.

9.4 A Party or Parties (the "Terminating Party(ies)") may terminate this Agreement at any time for any reason by providing the other Parties (the "Non-terminating Party(ies)") with written notice providing not less than two (2) years notice; provided that, if the Terminating Party is Douglas County or Sarpy County and such termination requires the reconfiguration of the DSR Master Site Equipment, then such Terminating Party agrees to pay all of the actual and reasonable costs and expenses arising from such reconfiguration in order to ensure full functionality of the remaining master site equipment for the Non-terminating Parties.

10. Insurance.

10.1 OPPD at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, OPPD shall provide proof of its qualification to self-insure by the State of Nebraska.

10.2 Douglas County at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance

with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, Douglas County shall provide proof of its qualification to self-insure by the State of Nebraska.

10.3 Washington County at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, Washington County shall provide proof of its qualification to self-insure by the State of Nebraska.

10.4 Sarpy County at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, Sarpy County shall provide proof of its qualification to self-insure by the State of Nebraska.

10.5 Pottawattamie County at its option shall self-insure its liability and workers' compensation risk of loss or to the extent it is not self-insured it will maintain in force throughout the term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the applicable state law. If requested, Pottawattamie County shall provide proof of its qualification to self-insure by the State of Iowa.

10.6 FDCC at its option shall self-insure its liability and workers' compensation risk of loss or to the extent the members that created the FDCC have not self-insured the FDCC, it will maintain in force throughout the Term of this Agreement, insurance as follows: (1) comprehensive general liability insurance with limits of One Million (\$1,000,000) Dollars for any number of claims arising out of a single occurrence and Five Million Dollars (\$5,000,000.00) for all claims arising out of a single occurrence; and (2) workers' compensation and employer's liability insurance sufficient and proper under the laws of the State of Nebraska. If requested, members of the FDCC shall provide proof of their qualification to self-insure by the State of Nebraska.

11. Representation and Warranties of OPPD.

11.1 OPPD warrants to each of the other Parties that the statements contained in this section 11.1 are true, correct and complete as of the Effective Date of this Agreement:

(a) Organization of OPPD. OPPD is a public corporation and political subdivision duly organized, validly existing, and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. OPPD has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations under this Agreement.

(c) Noncontravention. To the best of OPPD's knowledge and belief, neither the execution nor the delivery of this Agreement nor the completion of the obligations or actions of OPPD under this Agreement will:

(1) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body with jurisdiction over OPPD or any court to which OPPD is subject or any provision of OPPD's petition for creation or applicable regulations; or

(2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which OPPD is a party or by which it or its property are bound.

(d) Notice of Agreement by OPPD. To the best of OPPD's knowledge and belief, OPPD does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, OPPD will obtain it.

(e) Legal Compliance. To the best of OPPD's knowledge and belief, OPPD has complied with all applicable laws relating to the operation of the OPPD System and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against OPPD alleging any failure to so comply.

(f) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OPPD MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. OPPD MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

12. Representations and Warranties of Douglas County.

12.1 Douglas County warrants to each of the other Parties that the statements contained in this section 12.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of Douglas County. Douglas County is a political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. Douglas County has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of Douglas County's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over Douglas County or any court to which Douglas County is subject or any provision of Douglas County's charter or bylaws.

(d) Notice of Agreement by Douglas County. To the best of Douglas County's knowledge and belief, Douglas County does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, Douglas County will obtain it.

(e) Legal Compliance. To the best of Douglas County's knowledge and belief, Douglas County has complied with all applicable laws relating to the operation of the Douglas County System and except as otherwise disclosed by Douglas County to the Parties no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Douglas County alleging any failure to so comply.

(f) Notwithstanding any provision to the contrary, Douglas County does not represent or warrant that a Party's use of the Douglas County Master Site Equipment will be uninterrupted, error-free or free from security vulnerabilities or that a Party's said use or the services provided herein will meet a Party's business or operational needs or requirements.

(g) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 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 SERVICES PERFORMED HEREUNDER.

13. Representations and Warranties of Washington County.

13.1 Washington County warrants to each of the other Parties that the statements contained in this section 13.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of Washington County. Washington County is a political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. Washington County has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of Washington County's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over Washington County or any court to which Washington County is subject or any provision of Washington County's charter or bylaws.

(d) Notice of Agreement by Washington County. To the best of Washington County's knowledge and belief, Washington County does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, Washington County will obtain it.

(e) Legal Compliance. To the best of Washington County's knowledge and belief, Washington County has complied with all applicable laws relating to the operation of the Washington County System and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Washington County alleging any failure to so comply.

(f) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WASHINGTON 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. WASHINGTON COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

14. Representations and Warranties of Sarpy County.

14.1 Sarpy County warrants to each of the other Parties that the statements contained in this section 14.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of Sarpy County. Sarpy County is a political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. Sarpy County has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of Sarpy County's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over Sarpy County or any court to which Sarpy County is subject or any provision of Sarpy County's charter or bylaws.

(d) Notice of Agreement by Sarpy County. To the best of Sarpy County's knowledge and belief, Sarpy County does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, Sarpy County will obtain it.

(e) Legal Compliance. To the best of Sarpy County's knowledge and belief, Sarpy County has complied with all applicable laws relating to the operation of the Sarpy County System and except as otherwise disclosed by Sarpy County to the Parties no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Sarpy County alleging any failure to so comply.

(f) Notwithstanding any provision to the contrary, Sarpy County does not represent or warrant that a Party's use of the Sarpy County Master Site Equipment will be uninterrupted, error-free or free from security vulnerabilities or that a Party's said use or the services provided herein will meet a Party's business or operational needs or requirements.

(g) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SARPY 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. SARPY COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

15. Representations and Warranties of Pottawattamie County.

15.1 Pottawattamie County warrants to each of the other Parties that the statements contained in this section 15.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of Pottawattamie County. Pottawattamie County is a political subdivision of the State of Iowa, duly organized, validly existing and in good standing under the laws of the State of Iowa.

(b) Authorization of Transaction. Pottawattamie County has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of Pottawattamie County's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over Pottawattamie County or any court to which Pottawattamie County is subject or any provision of Pottawattamie County's charter or bylaws.

(d) Notice of Agreement by Pottawattamie County. To the best of Pottawattamie County's knowledge and belief, Pottawattamie County does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, Pottawattamie County will obtain it.

(e) Legal Compliance. To the best of Pottawattamie County's knowledge and belief, Pottawattamie County has complied with all applicable laws relating to the operation of the Pottawattamie County System and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Pottawattamie County alleging any failure to so comply.

(f) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, POTTAWATTAMIE 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. POTTAWATTAMIE COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

16. Representations and Warranties of FDCC.

16.1 FDCC warrants to each of the other Parties that the statements contained in this section 16.1 are true, correct and complete as of the date of this Agreement:

(a) Organization of FDCC. FDCC is created through an interlocal agreement between Fremont, Nebraska and Dodge County Nebraska, political subdivisions of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. FDCC members have full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of FDCC's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over FDCC or any court to which FDCC is subject or any provision of FDCC's charter or bylaws.

(d) Notice of Agreement by FDCC. To the best of FDCC's knowledge and belief, FDCC does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any other governmental body, outside of those comprising FDCC, in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, FDCC will take the appropriate steps to obtain it.

(e) Legal Compliance. To the best of FDCC's knowledge and belief, FDCC has complied with all applicable laws relating to the operation of the FDCC System and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against FDCC alleging any failure to so comply.

(f) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DODGE 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. DODGE COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

17. Indemnification.

17.1

Subject to the provisions in Section 18 (Limitation of Liability), each Party (the "Indemnifying Party") hereby agrees to indemnify, defend, protect and hold harmless each other Party and their

respective employees, officers, commissioners and directors (collectively, the “Indemnified Party”), from and against: (i) any injury, loss or damage to any person, tangible property or facilities of any person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the negligence or willful misconduct of the Indemnifying Party, its officers, employees, servants, affiliates, agents, or contractors in connection with the performance of the Indemnifying Party’s obligations under this Agreement; (ii) any claims, liabilities or damages arising out of any violation by the Indemnifying Party, its officers, employees, servants, affiliates, agents, or contractors of any regulation, rule, statute or court order in connection with the Indemnifying Party’s obligations under this Agreement; and (iii) any claims, liabilities or damages arising from the Indemnifying Party’s breach of any representation or warranty hereunder. The Indemnified 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.

17.2 Each Party hereunder agrees to promptly provide notice to an Indemnifying Party hereunder in writing of any claim which may result in an indemnification obligation hereunder. The Indemnifying Party may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

17.3 In the event that a Party shall fail for any reason to so indemnify, defend, protect and hold the other harmless, the injured Party hereby expressly recognizes that its only remedies in such event shall be to interplead the other Party into the pending action or to bring legal proceedings against the other party for its damages as a result of the other Party's said failure to indemnify, defend, protect and hold harmless. Parties may agree to enter into alternative dispute resolution with regards to any indemnity claim. These obligations shall survive the expiration or termination of this Agreement.

18. Limitation of Liability.

18.1 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 to any other Party:

- a. in connection with the failure or loss of use of their respective System;
- b. for transmission interruption, degradation of service, failure of connectivity, vulnerabilities or security events (including but not limited to hacking of a System);
- c. for disruption of or damage third parties’ systems, equipment, hardware, software, data; and/or
- d. for the availability or accuracy of any data or interpretation, use or misuse thereof.

18.2 Notwithstanding any provision of this Agreement to the contrary and although the Parties acknowledge the possibility of such losses or damages, 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.

18.3 A 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.

18.4 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.

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

19. Force Majeure.

19.1 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 or any other cause beyond the reasonable control of such Party. The Party claiming relief under this section 19 shall promptly notify the others in writing of the existence of the event relied on and then the cessation or termination of said event.

20. Assignment.

20.1 No Party shall assign, encumber or otherwise transfer this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignee or transferee shall continue to be subject to all of the provisions of this Agreement, unless otherwise agreed in writing.

20.2 Any and all additional fees, charges, costs or expenses which result from any permitted assignment or transfer of this Agreement by a Party, shall be paid by such Party.

20.3 This Agreement and each of the Parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and permitted assigns.

21. Confidentiality.

21.1 Each Party hereby agrees that if a Party provides confidential or proprietary information ("Proprietary Information") to the other Parties, such Proprietary Information shall be held in confidence, and the receiving Party or Parties shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid disclosure to or unauthorized use by any third party. The Parties acknowledge and agree that all information disclosed by a Party to the other Parties in connection with or pursuant to this Agreement, whether provided prior or after the effective date, shall be deemed to be Proprietary Information, provided that written information is clearly marked in a conspicuous place as being confidential or proprietary. All Proprietary Information (other than this Agreement), unless otherwise specified in writing, shall remain the property of the disclosing Party, shall be used by the receiving Party only for the intended purpose, and such written Proprietary Information, including all copies thereof, shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Proprietary Information shall not be reproduced except to the extent necessary to accomplish the purpose and intent of this Agreement, or as otherwise may be permitted in writing by the disclosing Party. The Parties acknowledge and agree that this Agreement and related invoices are a public record and are not Proprietary Information.

21.2 The foregoing provisions of section 21.1 shall not apply to any Proprietary Information which (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental or judicial law, order, rule or regulation; (iii) is independently developed by the receiving Party; (iv) is publicly disclosed by the disclosing Party; (v) the disclosing Party authorizes in writing public disclosure; or (vi) becomes available to the receiving Party without restriction from a third party.

21.3 Notwithstanding subparagraphs 21.1 and 21.2 of this section 21, a Party to this Agreement may disclose Proprietary Information to its employees, agents, and legal and financial advisors and providers to the extent necessary or appropriate in connection with the negotiation and/or performance of this Agreement or in obtaining financing, provided that each such Party is notified of the confidential and proprietary nature of such Proprietary Information and is subject to or agrees to be bound by similar restrictions on its use and disclosure.

21.4 No Party shall issue any public announcement or press release relating to the execution of this Agreement without the prior approval of the other Parties, which approval shall not be unreasonably withheld or conditioned or delayed, provided, however, that any Party may make any announcement or press release upon as much notice to the other Parties as is reasonably practicable if the same is required by law or by the rules or regulations of a Governmental Authority.

21.5 The provisions of this section 21 shall survive expiration or termination of this Agreement.

22. Notices.

Except for any notice required under applicable law to be given in another manner, any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be either (i) delivered personally, (ii) sent by facsimile transmission with subsequently transmitted confirmation of receipt, (iii) sent by overnight commercial air courier (such as Federal Express), or (iv) mailed, postage prepaid, certified or registered United States mail, return receipt requested, to the Parties at the addresses or facsimile numbers hereinafter set forth:

To Douglas County: Chairman, Douglas County Board
1819 Farnam Street
LC2 Civic Center
Omaha, NE 68183
Facsimile: (402) 444-6559

with a copy to: Douglas County Clerk
1819 Farnam Street
H08 Civic Center
Omaha, NE 68183
Facsimile: (402) 444-6456

To OPPD: Omaha Public Power District
444 South 16th Street Mall
Omaha, Nebraska 68102
Attention: Supply Chain Management
Facsimile: (402) 636-3931

with a copy to: Troy Meyerson, Esq.
Fraser Stryker PC LLO
500 Energy Plaza
409 South 17th Street
Omaha, Nebraska 68102-2663
Facsimile: (402) 341-8290

To Washington County: Chairman, Washington County Board of Supervisors
1555 Colfax St.
Blair, NE. 68008
Facsimile: 402-426-6825

with a copy to: Washington County Clerk
1555 Colfax St.
Blair, NE. 68008
Facsimile: 402-426-6825

To Sarpy County: Chairman, Sarpy County Board
1210 Golden Gate Drive

Papillion, NE 68046
Facsimile: (402) 593-4471

with a copy to: Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046
Facsimile: (402) 593-4771

To Pottawattamie County: Chairman, Pottawattamie County Board
227 South 6th Street
Council Bluffs IA 51501
Facsimile: 712-328-4843

with a copy to: Pottawattamie County Clerk
227 South 6th Street
Council Bluffs IA 51501
Facsimile: 712-328-4843

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

or to such other address or facsimile number as a Party shall have duly notified the other Party. Any such notice, request, instruction, demand, consent or other communication shall be deemed delivered and effective upon the earliest to occur of actual delivery; the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday); one (1) business day after shipment by commercial air courier as aforesaid; or three (3) business days after certified or registered mailing as aforesaid. In addition to the foregoing, each Party shall within thirty (30) days of the Commencement Date, appoint in writing a contact person and shall maintain a contact person throughout the Term of this Agreement, and shall provide the other Parties with the name, address and telephone number of such contact person for the purpose of expediting direct communications required or permitted under this Agreement. A Party's contact person may be changed by at any time by providing written notice of the updated contact information to all the Parties.

23. Entire Agreement; Amendment.

23.1 This Agreement, including all exhibits, documents and other attachments referenced herein, constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof including, but not limited to, the First Amended and Restated Interlocal Cooperation Agreement dated December 13, 2018, the Original Interlocal Agreement and the MOU, which are

of no further force or effect. The recitals, exhibits, documents and other attachments referred to herein are integral parts hereof and are hereby made a part of this Agreement.

23.2 This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each Party, except as provided herein.

23.3 The Parties may, without executing a formal amendment as previously provided, update and replace Agreement exhibits if the changes do not affect costs, except for Exhibit 6.1 which may be modified in accordance with the terms herein. For Exhibits 1(f) and 1(u), Douglas County and Sarpy County, respectively, may send an updated exhibit to the other Parties. For other exhibits, such updated or replaced other exhibits shall be dated and signed by the Designated Representatives. If the updated or replacement other exhibits comply with these requirements, they shall become a part of this Agreement upon signing by all the Designated Representatives.

24. Relationship of the Parties.

24.1 The relationship between each Party hereto shall not be that of partners, agents or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or joint agency agreement between or among them for any purposes. Each Party shall remain an independent contractor and shall not represent or act in any capacity as an agent or otherwise for the other Party. The Parties are not and shall not be considered joint employers for any purpose, and each Party shall be solely responsible for all wages, benefits, workers' compensation coverage (or self-insurance), other insurance coverage (or self-insurance), or other costs of or compensation to its respective employees, agents, or subcontractors. Each Party shall be responsible for the acts and/or omissions of its officers, employees, subcontractors, or any agent in connection with the performance of this Agreement. No Party shall have any authority to bind any 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 any other, unless otherwise provided herein.

25. Default and Remedies for Default.

25.1 Douglas County Default. The occurrence of one or more of the following is an event of default by Douglas County:

(a) Douglas County fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) Douglas County fails to perform or comply with any material obligation or requirement imposed upon Douglas County by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by Douglas County, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, Douglas County fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by Douglas

County and Douglas County fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against Douglas County under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) Douglas County makes an assignment of all or a substantial portion of Douglas County's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Douglas County's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to Douglas County within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by Douglas County.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of Douglas County contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.2 Remedies. If any event of a Douglas County default occurs and is not cured by Douglas County as provided herein, any of the non-defaulting Parties may, without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate Douglas County's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by Douglas County up to the time of default.

(b) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(c) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with Douglas County in relocation or to otherwise maintain the continuity of Douglas County's operations.

25.3 OPPD Default. The occurrence of one or more of the following is an event of default by OPPD:

(a) OPPD fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) OPPD fails to perform or comply with any material obligation or requirement imposed upon OPPD by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by OPPD, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, OPPD fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by OPPD and OPPD fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against OPPD under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) OPPD makes an assignment of all or a substantial portion of OPPD's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of OPPD's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to OPPD within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by OPPD.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of OPPD contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.4 Remedies. If any event of OPPD default occurs and is not cured by OPPD as provided herein, any of the non-defaulting Parties may without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate OPPD's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by OPPD up to the time of default.

(b) if OPPD's default relates to payment of any fee or cost provided for herein, terminate OPPD's use of the DSR Master Site and any other equipment related thereto or installed hereunder upon a minimum of no less than one hundred eighty (180) days written notice and within three hundred sixty-five (365) days and at OPPD's sole expense.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with OPPD in relocation, or to otherwise maintain the continuity of OPPD's operations.

25.5 Washington County Default. The occurrence of one or more of the following is an event of default by Washington County:

(a) Washington County fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) Washington County fails to perform or comply with any material obligation or requirement imposed upon Washington County by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by Washington County, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, Washington County fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by Washington County and Washington County fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against Washington County under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) Washington County makes an assignment of all or a substantial portion of Washington County's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Washington County's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to Washington County within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by Washington County.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of Washington County contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.6 Remedies. If any event of Washington County default occurs and is not cured by Washington County as provided herein, any of the non-defaulting Parties may without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate Washington County's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by Washington County up to the time of default.

(b) if Washington County's default relates to payment of any fee or cost provided for herein, terminate Washington County's use of the DSR Master Site and any other equipment related thereto or installed hereunder upon a minimum of no less than one hundred eighty (180) days written notice and within three hundred sixty-five (365) days and at Washington County's sole expense.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with Washington County in relocation, or to otherwise maintain the continuity of Washington County's operations.

25.7 Sarpy County Default. The occurrence of one or more of the following is an event of default by Sarpy County:

(a) Sarpy County fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) Sarpy County fails to perform or comply with any material obligation or requirement imposed upon Sarpy County by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by Sarpy County, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, Sarpy County fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by Sarpy County and Sarpy County fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against Sarpy County under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) Sarpy County makes an assignment of all or a substantial portion of Sarpy County's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Sarpy County's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to Sarpy County within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by Sarpy County.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of Sarpy County contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.8 Remedies. If any event of a Sarpy County default occurs and is not cured by Sarpy County as provided herein, any of the non-defaulting Parties may, without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate Sarpy County's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by Sarpy County up to the time of default.

(b) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(c) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with Sarpy County in relocation or to otherwise maintain the continuity of Sarpy County's operations.

25.9 Pottawattamie County Default. The occurrence of one or more of the following is an event of default by Pottawattamie County:

(a) Pottawattamie County fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) Pottawattamie County fails to perform or comply with any material obligation or requirement imposed upon Pottawattamie County by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by Pottawattamie County, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, Pottawattamie County fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by Pottawattamie County and Pottawattamie County fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against Pottawattamie County under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) Pottawattamie County makes an assignment of all or a substantial portion of Pottawattamie County's property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Pottawattamie County's property subject to this Agreement and the officer is not discharged and possession of the property is not restored to Pottawattamie County within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by Pottawattamie County.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of Pottawattamie County contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.10 Remedies. If any event of Pottawattamie County default occurs and is not cured by Pottawattamie County as provided herein, any of the non-defaulting Parties may without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate Pottawattamie County's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by Pottawattamie County up to the time of default.

(b) if Pottawattamie County's default relates to payment of any fee or cost provided for herein, terminate Pottawattamie County's use of the DSR Master Site and any other equipment related thereto or installed hereunder upon a minimum of no less than one hundred eighty (180) days written notice and within three hundred sixty-five (365) days and at Pottawattamie County's sole expense.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with Pottawattamie County in relocation, or to otherwise maintain the continuity of Pottawattamie County's operations.

25.11 FDCC Default. The occurrence of one or more of the following is an event of default by FDCC:

(a) FDCC fails to make any undisputed payment required by this Agreement when due and the failure continues for thirty (30) days beyond receipt of written notice of delinquency.

(b) FDCC fails to perform or comply with any material obligation or requirement imposed upon FDCC by this Agreement, other than the obligation to make payments, and the failure continues for thirty (30) days after a Party's written notice thereof is received by FDCC, or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, FDCC fails to commence all reasonable curative action within ten (10) days after written notice of such breach is received by FDCC and FDCC fails to diligently and continuously prosecute curative action to completion.

(c) voluntary or involuntary proceedings have been filed by or against FDCC under the United States Bankruptcy Code for bankruptcy or corporate reorganization and have not been stayed or dismissed within ninety (90) days of such filing.

(d) FDCC makes an assignment of all or a substantial portion of FDCC's members' property for the benefit of creditors without the other Parties' consent.

(e) a receiver, conservator or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of FDCC members' property subject to this Agreement and the officer is not discharged and possession of the property is not restored to FDCC within ninety (90) days after such appointment.

(f) equipment installed or licensed pursuant to this Agreement is the subject of taking or levy under execution, attachment or other process of law and the action is not dismissed within ninety (90) days after notice of said action is received by FDCC.

(g) other than system failures and items listed in 18.1, a material breach of any of the representations and warranties of FDCC contained in this Agreement, which breach is not cured within thirty (30) days of receipt of written notice thereof from one or more of the Parties.

25.12 Remedies. If any event of FDCC default occurs and is not cured by FDCC as provided herein, any of the non-defaulting Parties may without further notice, immediately or at any time thereafter, terminate this Agreement giving at least 180 days' notice and/or take the following action:

(a) accelerate FDCC's obligation (if any) and if owed to the Party seeking acceleration, for outstanding fees or other financial obligations up to the time of termination and retain all payments made by FDCC up to the time of default.

(b) if FDCC's default relates to payment of any fee or cost provided for herein, terminate FDCC's use of the DSR Master Site and any other equipment related thereto or installed hereunder upon a minimum of no less than one hundred eighty (180) days written notice and within three hundred sixty-five (365) days and at FDCC's sole expense.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) in exercising any remedy, the non-defaulting Parties will cooperate reasonably with FDCC in relocation, or to otherwise maintain the continuity of FDCC's operations.

26. Waiver of Terms and Conditions.

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect. For any waiver to be effective, it must be in writing and signed by the Party to be bound. 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.

27. Taxes and Fees.

Except as otherwise specifically provided herein, each Party hereto shall pay any and all taxes, duties or similar assessments and franchise and other fees applicable to its respective interests under this Agreement, including, but not limited to, any sales, use or other excise tax.

28. Compliance With Laws.

Each Party hereto shall at all times during the Term of this Agreement comply with applicable federal, state and local laws and regulations, and shall secure certification from appropriate governmental authorities as required.

In accordance with all applicable state and federal laws, each Party hereto agrees that they 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 the race, color, religion, sex, disability, national origin or similarly protected status of the employee or applicant.

29. No Third Party Beneficiaries.

This Agreement is not intended to, nor shall it provide third parties (including, without limitation, any customers of OPPD or any citizens within Douglas County, Washington County, Sarpy County, FDCC or Pottawattamie County and excluding any assignment pursuant to section 20 (Assignment) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that the provisions of section 17 (Indemnification) and section 18 (Limitation of Liability) of this Agreement shall also inure to the benefit of a Party's employees, officers, agents, and any other benefited persons or entities specifically identified in the applicable section. The relationship between OPPD and any of its customers is governed solely by the terms and conditions of their agreements and applicable rate schedules, service regulations and tariffs. Where Parties to this Agreement have owned sites and other parties in this Agreement are located

therein, the Parties will use commercially reasonable efforts to enter into separate collocation agreements in order to memorialize those relationships and each other's rights and obligations.

30. Severability.

In the event that any provision of this Agreement shall be held unconscionable, unenforceable or void for any reason by any tribunal or court of competent jurisdiction, it is agreed that the Parties shall negotiate in good faith to modify the provision in question, if possible, to eliminate any unconscionable, unenforceable or void terms and as modified shall be binding on the Parties hereto. The remaining provisions of this Agreement shall not be affected by the action of any tribunal or court and shall remain in full force and effect. If any provision cannot be modified as provided herein, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

31. Joint Work Product.

This Agreement is the joint work product of all 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.

32. Governing Law.

The validity, interpretation and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska without regard to conflicts of law principles. Any dispute which has not been amicably resolved between the Parties as provided herein shall be resolved through litigation in a court of competent jurisdiction in the State of Nebraska.

33. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114).

To the extent applicable, the Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within 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.

34. Interlocal Agreements compliance (Neb. Rev. Stat. §§ 13-801 - 827).

This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act and in furtherance of this cooperative undertaking, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the Parties will resolve the

conflict 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.

35. Counterparts and Copies.

This Agreement and any other document contemplated thereby may be executed in one or more counterparts and in any number of means (See paragraph 36 hereinafter) and each of which when executed will be deemed to be an original and all of which taken together shall constitute one Agreement. Delivery of a copy of this Agreement or any other document contemplated thereby, bearing an original manual or digital signature, by facsimile transmission (including a facsimile delivered via the internet), by electronic email in “portable document format” (“PDF”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of digital signature software, as permitted by digital signature laws, will have the same effect as physical delivery of the paper document bearing an original manual signature.

36. Signatures.

This Agreement and any other document contemplated thereby shall be valid, binding and enforceable when executed by (i) an original manual signature; (ii) a faxed, scanned or photocopied manual signature, or (iii) any other digital signature permitted by digital signature laws. As permitted by digital signature laws, signatures affixed by such means shall have the same validity, legal effect and admissibility in evidence as an original manual signature.

37. Precedence.

In the event of conflict or when resolving any ambiguities, this Agreement takes precedence over any exhibit (or addendum or attachment). To the extent that there is a conflict or ambiguity between this Agreement and any guideline or document subsequently created by the Parties, this Agreement shall control.

[Signature Pages To Follow].

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective representatives, each thereunto duly authorized.

EXECUTED this ____ day of _____, 2023.

APPROVED AS TO FORM:

OMAHA PUBLIC POWER DISTRICT
("OPPD")

By: _____
Name: _____
Title: _____

Troy Meyerson, Counsel

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

DOUGLAS COUNTY NEBRASKA
("DOUGLAS COUNTY")

By: _____

Name: _____

Title: _____

Douglas County Clerk

APPROVED AS TO FORM:

Deputy County Attorney

STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Douglas County, Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

WASHINGTON COUNTY NEBRASKA
("WASHINGTON COUNTY")

By: _____
Name: _____
Title: _____

Washington County Clerk

APPROVED AS TO FORM:

County Attorney

STATE OF NEBRASKA)
)SS.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Washington County, Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

SARPY COUNTY NEBRASKA
("SARPY COUNTY")

By: _____

Name: _____

Title: _____

Sarpy County Clerk

APPROVED AS TO FORM:

Deputy County Attorney

STATE OF NEBRASKA)
)SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Sarpy County, Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

POTTAWATTAMIE COUNTY IOWA
("POTTAWATTAMIE COUNTY")

By: _____

Name: _____

Title: _____

Pottawattamie County Clerk

APPROVED AS TO FORM:

_____, Counsel

STATE OF IOWA)
)SS.
COUNTY OF POTTAWATTAMIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Pottawattamie County, Iowa, a political subdivision of the State of Iowa.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

ATTEST:

DODGE COUNTY, NEBRASKA
("DODGE COUNTY")

By: _____

Name: _____

Title: _____

Dodge County Clerk

APPROVED AS TO FORM:

_____, Counsel

STATE OF NEBRASKA)
)SS.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of Dodge County Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

EXECUTED this ____ day of _____, 2023.

CITY OF FREMONT, NEBRASKA

ATTEST:

Clerk

By _____
Mayor of Fremont

APPROVED AS TO FORM:

City Attorney

STATE OF NEBRASKA)
)SS.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, of City of Fremont, Nebraska, a political subdivision of the State of Nebraska.

Witness my hand and official seal.

Notary Public

Exhibit 1(f)
Douglas County Master Site Equipment List

See attached spreadsheet.

See also the definition in Section 1.

Exhibit 1(u)
Sarpy County Master Site Equipment List

See attached spreadsheet.

See also the definition in Section 1.

Exhibit 6.1

Cost Formula / Cost Sharing

See attached example BlankCostBreakdown spreadsheet.

Cost allocation to be completed and distributed pursuant to Section 8 more specifically 8.3.3. and 8.3.3.1.

Exhibit 6.1.1 Severity Level Guidelines

For the DSR Master Site Equipment, Douglas County and Sarpy County will notify the other agencies' contacts when an event has occurred and the solution has been completed. An event (hereinafter "Event") shall mean the combination of: master site problem description, reporting Party documentation and/or the Systems Administrator's review. Douglas County and Sarpy County will provide reports to the other agencies as requested on any of the following items.

All Events will be assigned an initial Severity Level 2, unless otherwise indicated by reporting Party. Reporting Party will assign an initial Severity Level for each event reported, based upon the definitions listed herein. Douglas County and Sarpy County will notify the reporting Party if Douglas County makes any change to the Severity Level (up or down) of any reported event.

Severity Level Guidelines:

SEVERITY 1 EVENTS

Technicians will be dispatched 7 x 24 x 365 days for any malfunction of the DSR Master Site Equipment that degrades or impacts the operational status of any Party's system, or console operation, or causes any Party's radio sites to be in site trunking mode.

1. Douglas County and/or Sarpy County will notify affected Parties within 30 minutes of confirmation of the malfunction and provide updates every 2 hours until resolved.
2. Troubleshooting will begin within 90 minutes of confirmation of the malfunction and continue until resolved.

SEVERITY 2 EVENTS

Technicians will be dispatched for all other DSR Master Site Equipment issues or problems during Standard Business Hours (8 AM – 4:30 PM, Monday – Friday)

1. Douglas County and/or Sarpy County will notify affected Parties within 30 minutes of confirmation of the issue or problem and provide updates every 4 hours until resolved.
2. Troubleshooting will begin within 4 hours of confirmation of the issue or problem and continue during standard business hours.

Reporting Party Responsibilities:

The reporting Party will be responsible for following the call out procedures listed in the order below. Douglas County will be the primary responder for system outages, with Sarpy County acting as a backup mechanism.

1. Initiate Event Report.

Contact Douglas County via the Douglas County On Call Tech telephone number (402-444-3552). If no one answers the On Call Tech phone, then the reporting Party must call Douglas County via the Douglas County dispatch number (402-444-5809).

- a. Contact Sarpy County via the Sarpy County On Call Tech telephone number (402-593-4111). If no one answers the On Call Tech phone then the reporting Party must call Sarpy County via the Sarpy County dispatch number (402-593-4111) (if the Sarpy County On Call Tech number is not answered also).

2. Assess Severity Level. Assist in assessing the correct severity level per the severity level definitions.

3. Escalate Appropriately. Contact Douglas County and/or Sarpy County to add information or make changes to existing events or to escalate an event.

4. Event Resolution. Reporting Party shall notify Douglas County and Sarpy County when an event has been resolved.