

Agenda Item # 21.a.
Date 12-18-2019

Fremont Rural Fire District
110 Boulevard St
Fremont, NE 68025

We accept Dodge County's offer of providing us with:

(2) mobile radios and (2) portable radios including the cost of installation and accessories needed for startup for our Fire Department.

We accept your offer for the free radios listed above and agree to support this effort to provide our first responders with a high-quality radio communication system that serves both government and its citizens at a level they expect.

Dated this day December 2, 2019

The Governing body:

Bob Missel

Lon Strand

Greg Beam

Doug Backens

Dodge County Communications committee members
Bob Missel, Chairman
Lon Strand, Supervisor
Greg Beam Supervisor
Doug Backens, Supervisor

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

THIS INTERLOCAL AGREEMENT is made and entered into on this _____, 201_, by and between Dodge County, Nebraska, hereinafter referred to as Dodge County, and various political subdivisions of Dodge County, Nebraska, each party having been duly organized and now existing under the laws of the State of Nebraska. The effective date of this contract shall be _____, 201_.

WITNESSETH:

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

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

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

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

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

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

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

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

4. DEFINITIONS

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

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

5. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

6. GENERAL PROVISIONS

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

7. INTERPRETATION

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

8. ENTIRE AGREEMENT

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

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

COUNTY OF DODGE BOARD
BOARD

POLITICAL SUBDIVISIONS

Fremont Rural Fire District
Political Subdivision

By Larry Andreesen
Larry Andreesen, Board President
Name, Office Held with Organization

STATE OF NEBRASKA }
COUNTY OF DODGE } ss.

The foregoing Agreement was acknowledged before me this 6th day of December, 2019 by Larry Andreesen, Board President and on behalf of
(Name) (Office Held)

Fremont Rural Fire Dist a Nebraska Political Subdivision



Susan A Moravec

Notary Public

DODGE COUNTY, NEBRASKA
A Nebraska Political Subdivision

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

STATE OF NEBRASKA }
COUNTY OF DODGE } ss.

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

Fred Mytty, Dodge County Clerk