

**PSAP GOVERNANCE BOARD MEETING**  
**Meeting Room – 1<sup>st</sup> Floor Police Dept**  
725 N. Park Ave, Fremont  
**January 28, 2020**  
**8:00 am**

**AGENDA**

1. Meeting called to order
2. Open Meeting Act
3. Roll Call
4. Approve minutes of September 3<sup>rd</sup>, 2019 meeting.
5. Report on Interlocal agreement with West Point PD for server sharing
6. Report on resolution expanding the Joint Policy Committee duties.
5. Consideration of request by the Nebraska Public Service Commission to install software to provide automated 911 Data.
6. Consider signing software sharing agreement with Nebraska State Patrol for MACH mapping software in use by the Dodge County Sheriff's Office.
7. Consideration of draft Interlocal Agreement with Colfax County to share and maintain a regional co-hosted 911 solution.

8. Set next meeting date

9. Adjourn

A current copy of the meeting agenda is available in the Communications Center at 725 N. Park



**September 3, 2019**  
**PSAP GOVERNANCE BOARD MEETING**  
**MINUTES**  
**Meeting Room – 1<sup>st</sup> Floor Police Dept.**  
725 N. Park Ave, Fremont  
**2:00 p.m.**

A meeting of the Fremont/Dodge County PSAP Governing Board was held on September 3, 2019, on the first floor meeting room of the Fremont Police Department at 725 N. Park Avenue, Fremont, Nebraska. The meeting was called to order by Chairman Scott Getzschman. The meeting was preceded by a publicized notice in the Fremont Tribune and the agenda displayed in the Fremont Police/PSAP lobby and is open to the public. A copy of the open meeting law is available for public inspection.

Roll call showed Board Members Scott Getzschman, Bob Missel, Greg Beam, Doug Backens, Mark Jensen present. Matt Bechtel and Michael Kuhns was absent. 5 present, 2 absent. Shelly Holzerland, ex officio present. Guest No guests were in attendance

The draft minutes of the August 20, 2019 meeting were distributed prior to the meeting and available in hard copy at the meeting. Mr. Missel moved to accept the minutes of the August 20<sup>th</sup>, 2019 meeting and Mr. Jensen seconded the motion. Motion passed

***Consider Interlocal Agreement with West Point PD to share Zuercher Server*** - West Point Police Dept has purchased the same Records Management software in order to comply with E-citations requirements. For consideration is an Interlocal agreement between Fremont, Dodge county and West Point to share the RMS server and to share some data. The draft Interlocal was created by Fremont city attorneys. has been distributed, and is acceptable to both Dodge County and West Point Police. The same copy was distributed to the governance board as part of the meeting packet. Mr. Jensen moved to approve the Interlocal Agreement outlining the equipment and cost sharing between the three agencies. Mr. Backens seconded the motion.

Vote: Aye: Getzschman, Missel, Backens, Beam, Jensen

No: None Motion passed

**Consider draft resolution forming the County Radio Users Committee** – Shelly reported at the previous meeting that an Interlocal Agreement exists between the City of Fremont and Dodge County that outlines the operations and governance of the Public Safety Answering Point. Part of the Interlocal Agreement provides for the Joint Communication Policy Committee. This committee is tasked with regulating the cooperative undertaking of the combined communications services.

In 2015 Fremont Police and Fire implemented an 800 MHZ digital public safety radio system. This system is part of the Omaha Regional Interoperable Network and currently supported by the Washington County portion of the network. Dodge County is currently expanding the ORION network in to the rest of the county and on its completion, Fremont’s system will transfer from Washington to Dodge County’s network. This transition process and ongoing system requires a group of responder/ users who can give input to the build out and then make decisions for and oversee the new Dodge county system. Shelly and the County radio project managers have requested that a “users group” be formed to address build-out questions and then manage the radio system once it’s completed.

Since the Interlocal Agreement between the city and county already has the Joint Communications Policy committee formed and it equally represents the responder community in Dodge County, it only makes sense to expand their responsibilities to oversee the radio system as well. The committee was in agreement that a city council and a county supervisor should be added to the JCP committee in order to keep the respective boards informed and aware of the financial needs of the radio system.

The responsibility of the Joint Communication Policy Committee would be expanded to include oversight and decision- making regarding the Dodge County Radio System. The current committee consists of the County Sheriff, the Fremont City Police Chief, the Fremont City Fire Chief, the Fremont Rural Fire Chief plus one other fire chief from another department within the County to be selected by the Governing Board. In addition, one member of the Fremont City Council and one member of the Dodge County Board of Supervisors will be appointed by their respective boards.

A draft resolution was presented at the meeting, expanding the duties of the JCP committee. Mr. Missel moved to accept the resolution and move it forward for acceptance. Mr. Beam seconded the motion.

Vote: Aye: Getzschman, Missel, Backens, Beam, Jensen

No: None                      Motion passed

**Next meeting date: TBD**

**Adjournment:** Mr. Jensen moved to adjourn. Mr. Beam seconded the motion.

Vote: Aye: Getzschman, Missel, Backens, Beam, Jensen

No: None                      Motion passed

Respectfully  
Shelly Holzerland  
FDCC Communications Director

DRAFT

# NEBRASKA

PUBLIC SERVICE COMMISSION



COMMISSIONERS: ROD  
JOHNSON CRYSTAL  
RHOADES MARY  
RIDDER  
TIM SCHRAM  
DAN WATERMEIER

September 12, 2019

## VIA EMAIL

Director Shelly Holzerland  
Dodge County 911 Board  
725 N. Park Ave.  
Fremont NE 68025

RE: Emergency Call Tracking System (ECaTS)

Dear Director Shelly Holzerland:

For some time now, the Public Service Commission and the 911 Service System Advisory Committee (SSAC) have been discussing obtaining a Management Information Service (MIS) called Emergency Call Tracking System (ECaTS). ECaTS is a service that will provide valuable call data for an individual Public Safety Answering Point (PSAP), a region of PSAPs, and will allow for the collection of call summary data statewide. ECaTS is the only MIS service that will work with all call handling equipment providers.

At its May 15, 2019, meeting, the 911 Service System Advisory Committee voted to recommend that the Public Service Commission pursue a contract with ECaTS to obtain their services. A Data Sharing Agreement (DSA) was drafted to clarify the terms of the service with the PSAPs and the PSC. At the August 27, 2019, meeting of the Public Service Commission, the Commissioners approved the contract to provide ECaTS services for all of the PSAPs across the state utilizing 100% funding from the 911 Service System Fund.

Currently, the PSC uses the data collected and reported by the PSAPs to identify funding allocation and report metrics to the State Legislature, and to complete federally mandated reports. ECaTS will eliminate the need for individual PSAPs to collect and report this data to the PSC and will improve call volume metrics. Better call volume metrics are the key to being able to manage PSAPs and manage the future Next Generation 911 Service System.

Michael G. Hybl, Executive Director  
Public Service Commission

P.O. Box 94927

300 The Atrium, 1200 N Street  
Lincoln, Nebraska 68509

OFFICE 402-471-3101 FAX 402-471-0254  
CONSUMER HOTLINE 800-526-0017

[psc.nebraska.gov](http://psc.nebraska.gov)

The purpose of the attached Data Sharing Agreement is to acknowledge the access to and sharing the Emergency Call Tracking System (ECaTS) data with the PSC and the 911 SSAC.

The DSA is attached for signature and execution by both parties. The PSC requests that this DSA be executed as soon as possible to allow for immediate deployment of ECaTS. Please follow these instructions to complete execution:

1. Obtain the appropriate signature on the attached agreement, then scan and email, or mail to David Sankey at the following address:

State 911 Department  
Nebraska Public Service Commission  
1200 N Street, Suite 300  
Lincoln, NE 68509

If you have any questions, please contact me at 402-471-0265.

Sincerely,



David A. Sankey  
State 911 Director  
Nebraska Public Service Commission

**Data Sharing Agreement**  
Between  
**State 911 Department of the Nebraska Public Service Commission**  
And  
**Dodge County 911 Board**

*Participants:* This Data Sharing Agreement ("DSA") is entered into by and between the State 911 Department of the Nebraska Public Service Commission ("Department") and Dodge County 911 Board ("PSAP").

*Purpose:* The purpose of this DSA is to describe the sharing of certain data between the Department and the PSAP and the authority and responsibilities of the Department and PSAP regarding those data.

*Effective Date:* This DSA will become effective upon the last date of execution by a party hereto, as stated on the signature page.

**Product/Service Description**

Emergency Call Tracking System ("ECaTS") is a service which collects and provides reporting and analytics of 9-1-1 call data. ECaTS consists of a data repository, information technology tools and services to organize, manage, manipulate, analyze and secure the data within the repository, and professional and technical expertise to manage, protect, and conduct studies on those data. ECaTS will install a small Remote Data Distribution Module ("RDDM") buffer box at the PSAP (or at the related host location) and connect it to the Call Handling Equipment ("CHE") Call Detail Record ("CDR") (outgoing information only) port. This information will be encrypted and delivered via the internet to ECaTS for processing and reporting.

The goal of the Commission is to use ECaTS data to optimize call routing and delivery, monitor the efficiency of the 9-1-1 Service System in Nebraska and conduct studies to facilitate the implementation of Next Generation 9-1-1. Data collected and analyzed via ECaTS will be used to develop a better understanding of the operational characteristics and trends associated with the delivery of 9-1-1 calls statewide, and provide a baseline of data for comparison as Next Generation 9-1-1 functionality is implemented.

**Data Ownership, Retention, and Requests**

The PSAP is the owner of the data collected by ECaTS. The PSAP is the custodian of such data for purposes of the Nebraska Public Records Statutes, Neb. Rev. Stat. §§ 84-712 to 84-712.09. The Commission will notify the PSAP of any public records request received by the Commission with respect to any data that is subject to this DSA. Public records requests received by ECaTS for access to ECaTS data will be forwarded to the PSAP for an appropriate response.

ECaTS will not delete the PSAP's data without permission of the PSAP, the PSAP is responsible for maintaining such data pursuant to the PSAP record retention schedule applicable to such data as provided in the Nebraska Public Record Statutes, Neb. Rev. Stat. §§ 84-1201 to 84-1229.

### **Access to Information**

Each authorized user will have a unique User ID and Password that will be required to obtain access to ECaTS data and reports via the ECaTS web portal.

The PSAP will have access to all ECaTS reports, and the Commission will have access to the following ECaTS summary reports:

- **Call Summary Report** – Provides authorized users with a Call Volume Count based on a date range including total calls per day, total calls answered and total calls abandoned.
- **Calls per Hour** – Provides total call volume (number of 911 calls), but broken up into each hour of each day for the specified range of time.
- **Top Busiest Hours** – Identifies the date and time (hour of day) when the PSAPs experienced the highest volume of calls.
- **Calls by Circuit** – Provides a breakdown of total call volume by circuit and/or by Trunk for the specified period of time.
- **Circuit Utilization** - The report reflects the amount of time that one or more circuits in each trunk group are utilized simultaneously. The report gives the percentage to the sixth nearest decimal to ensure accurate rounding of statistics.
- **Class of Service** – Provides a breakdown of 911 calls based on their Class of Service (i.e.: Wireless Phase 2, VOIP, Business, Centrex, etc.).
- **Outage** – The Outage Report provides outage data for a selected date range. This report provides the duration time (down time) of the outage and the trouble ticket number that relates to the outage.
- **Wireless Call Sector** – Provides a report for all wireless call sectors whose calls were transferred more than a certain percentage of the time, possibly indicating a mis-configured cellular tower face.
- **Wireless Transfer Summary** - The Wireless Transfer Summary report will look at the total number of calls that a PSAP/destination received from a particular tower, sector and carrier. The report will then consider the total number of calls transferred from that tower, sector and carrier. Based on the PSAP/destination that each call was transferred to, the report will provide the overall percentage of calls received from that tower, sector and carrier that were transferred to the Transfer PSAP/destination.

### **Connectivity**

PSAP will provide access of the ECaTS RDDM to their existing internet service provider for the limited purpose of delivering CDR information from the PSAP to ECaTS.

### **Financial Responsibilities**

The Commission will pay for a standard set of ECaTS related services, including hardware configuration and installation and the monthly maintenance fee. Additional product functionality may be available for purchase by the PSAP directly from ECaTS, at the PSAP's expense.

The Commission will also pay for required CDR licenses, the RDDM and technical support, setup, and installation of the RDDM. The RDDM, power cord, and serial cable will be the property of the Commission. The PSAP will provide CDR data to the RDDM at no cost.

The Commission's obligation to pay amounts due are contingent upon legislative appropriation of funds. In the event that the Nebraska Legislature fails to appropriate or authorize the expenditure of sufficient funds to provide for the payments referenced in this agreement, the Commission may terminate this agreement with respect to those payments for the fiscal year or years for which such funds are not appropriated. The Commission will give the PSAP prior written notice of any such termination.

**Term**

This DSA will be in effect for a period of two years and will automatically renew annually until terminated or superseded by another agreement.

Any change impacting this DSA shall be communicated to the other party sixty (60) days prior to the intended date of change and shall become effective upon agreement in writing by the other party.

Either the Commission or the PSAP may terminate this DSA upon sixty (60) days written notice to the other party. To be effective, a termination notice must state expressly that the DSA is being terminated, summarize the reason for termination, and affirm that the terminating party has made appropriate arrangements for retention of existing ECaTS data.

**Governing Law**

This DSA will be governed by and construed in accordance with the laws of the State of Nebraska.

\_\_\_\_\_  
Authorized PSAP Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Signer's Printed Name

\_\_\_\_\_  
Signer's Title/Position

\_\_\_\_\_  
Date



\_\_\_\_\_  
State 911 Director

\_\_\_\_\_  
1200 N Street, Suite 300  
Address

\_\_\_\_\_  
Lincoln, NE 68508  
City, State, ZIP

\_\_\_\_\_  
Dave A. Sankey  
Signer's Printed Name

\_\_\_\_\_  
State 911 Director  
Signer's Title/Position

\_\_\_\_\_  
September 12, 2019  
Date

## NEBRASKA STATE PATROL SOFTWARE SHARING AGREEMENT

This Agreement is made effective upon the signing by both parties, the Nebraska State Patrol, Lincoln, Nebraska, and the Fremont / Dodge 911 Communications.

In this Agreement, the party who is contracting to receive services is the Fremont / Dodge 911 Communications and shall be referred to as "Agency". The party who will be providing the services shall be referred to as "Nebraska State Patrol".

Nebraska State Patrol has licenses to use certain software systems, and is making these software systems available to other public safety agencies.

The Agency desires to have software services provided by the Nebraska State Patrol.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** The Nebraska State Patrol has several licenses for software systems that Nebraska State Patrol is allowed to sublicense for a public safety purpose. This agreement is for the purpose of allowing the use of these software systems. Particular systems selected by the Agency for use will be documented in Exhibit(s) at the end of this agreement.
- 2. PAYMENT.** The Agency will pay a monthly or yearly fee as documented in the Exhibit(s). Number of accounts will be determined when this agreement is signed, and again on an annual basis as reflected in the Exhibit(s) for each software product. Such bills shall be paid promptly and in accordance with the Nebraska Prompt Payment Act. Should Nebraska State Patrol not be paid after two notices, and said payment is more than sixty days in arrears, services may be discontinued without further notice. Payment is for the technical infrastructure and not for the sublicenses.
- 3. USE OF LICENSED SOFTWARE.** The Agency may use the licensed software systems for any official purpose relating to public safety or public utilities. The Agency shall make no use of the software other than is permitted by Nebraska State Patrol. The Agency shall not install the software on devices owned by the employee; the software may be installed only on devices owned by the agency. The Agency shall protect the confidentiality of the licensed software. The Agency shall not sublicense the software or permit any one to use the software except as provided in this agreement. The Agency agrees to provide an Information Technology Support contact, as well as hardware and equipment capable of operating the software. If the software allows access to Criminal Justice Information Systems (CJIS) data, the Agency agrees to abide by all other signed agreements and CJIS rules previously agreed to, as well as all privacy laws and regulations, both state and federal.
- 4. SERVICES PROVIDED.** The Nebraska State Patrol will provide servers, databases, and storage to run the software systems selected. A redundant system will also operate in another location. The particular systems selected will be found in Exhibit(s) at the end of this agreement. The Nebraska State Patrol will provide the software, including subsequent releases. The Nebraska State Patrol will provide the software installation standards and limited remote support during business hours. Nebraska State Patrol will provide technical support for agency setup and on-going support as needed. This support will occur via telephone, e-mail, or remote support tool. Support will be provided to the Information Technology contact for the Agency. If there is a problem that is determined to be the software product, Nebraska State Patrol will make contact with the Vendor to resolve the issues. If the problem is hardware related, Nebraska State Patrol may offer suggestions, but resolution may be dependent on the Agency and their Information Technology contact.

**5. TERM/TERMINATION OR EXTENSION.** This agreement supersedes previously signed agreements; this agreement is effective on the date of the final signature below and remains in effect for a one-year term. This agreement shall automatically renew for additional terms of one year each. This Agreement may be terminated with or without cause by either party upon 30 days written notice to the other party. The terms of this agreement may only be revised or amended in writing by mutual agreement. A revision is not effective unless signed by personnel authorized to bind the two parties. Any revision becomes effective on the date of the last signature to the revision.

**6. RELATIONSHIP OF PARTIES.** Each party is responsible for the acts or omissions of its own agents and employees. Claims for tort damage against either party must be submitted and adjudicated in accordance with the Nebraska Tort Claims Act or applicable state law.

**7. THIRD PARTY RIGHTS.** This Agreement is not intended to confer or create any right or benefit for a third party.

**8. DISCLAIMER OF WARRANTIES.** The software provided is “as is” and “with all faults” without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.

**9. CONFIDENTIALITY.** Nebraska State Patrol represents, and Agency agrees, that the software provided contains trade secrets of the vendor, which the Agency is under an obligation to protect, including without limitation algorithms, methods and structure and design elements. Such trade secrets are entrusted to the Agency only for use as expressly authorized by Section 3 herein. The Agency agrees to hold such trade secrets in confidence and will not decompile, reverse engineer, or “unlock” the licensed software provided by Nebraska State Patrol and the vendor. Any information received through this software provided may be exempt from Nebraska Public Record Act disclosure as investigative or tactical records developed by law enforcement or as information solely pertaining to the protection of the security and safety of persons on or within public property. Please contact Nebraska State Patrol Legal Division, prior to the release of any information under a Public Record Request. If a Legal Hold is required for litigation purposes, please notify Nebraska State Patrol Legal Division.

**10. MODIFICATION OF LICENSED SOFTWARE.** The Agency shall not modify, cause, or permit any other person to modify the licensed software.

**11. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**12. LIMITATION ON LIABILITY.** In no event shall Nebraska State Patrol be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including loss of information, business interruption or other loss) arising out of this Agreement, even if Nebraska State Patrol is aware or has been advised of the possibility of such damages.

**13. BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

**14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Nebraska.

**17. DRUG FREE WORKPLACE POLICY.** The Agency certifies that it has a Drug Free Workplace Policy. Agency certifies that drug or alcohol use, delivery, or possession is not allowed by employees during work hours or at the work site and that disciplinary action will be taken against employees if this policy is not adhered to. Employees have been advised of this policy.

**18. CONTRACT COMPLIANCE PROGRAM.** The Agency certifies that it and all subcontractors do not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age, and do not discriminate against employees or applicants for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.

**19. WORK ELIGIBILITY STATUS.** The Agency is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**20. CAPACITY.** The undersigned person representing the Agency receiving services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Agency to this agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:  
Fremont / Dodge 911 Communications

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
Name and Title: \_\_\_\_\_

Party providing services:  
Nebraska State Patrol

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kevin M. Ryan, Captain  
Administrative Services

**EXHIBIT A  
MACH AGREEMENT**

Whereas the parties have an agreement to share software services, and whereas Fremont / Dodge 911 Communications desires to have access to the MACH software, pursuant to prior agreement executed on the number day of month, year , the parties agree to the following terms and conditions:

**FEES**

The fee for MACH is \$24 yearly per device and is pro-rated at the time of the execution of this agreement. Devices added or removed during the course of the year between reporting periods will not affect the rate. In subsequent years, the number of devices will be determined by the Nebraska State Patrol and billed in December. Payments shall comply with Section 2 of the prior agreement referenced above.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:  
Fremont / Dodge 911 Communications

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name and Title: \_\_\_\_\_

Party providing services:  
Nebraska State Patrol

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kevin M. Ryan, Captain  
Administrative Services

## INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this \_\_\_ day of \_\_\_\_, 2020, by and between the parties (hereafter individually “Party” and collectively “Parties) identified as follows:

The governing boards of the PSAPs:

1. Fremont/Dodge County Governance Board (Dodge County)
2. Colfax County Board of Supervisors (Colfax County)

WHEREAS, The Interlocal Cooperation Act of the State of Nebraska, being specifically Neb. Rev. Stat. §13-801 et. seq., allows separate political subdivisions to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities.

WHEREAS, additional benefit and interoperability can be achieved if the Parties would share in the same 911 telephone infrastructure provided known as Positron Viper;

WHEREAS, the Parties agree that by sharing the 911 Customer Premise Equipment (CPE) for phones, hereafter referred to as Positron Viper, a degree of resiliency and redundancy can be achieved for 911 as well as a mechanism for cost sharing.

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations, and:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

I. Purpose.

A. For the Sharing of the 911 Infrastructure known as Positron Viper, it is the intent of the Parties, individually, will :

1. Each Party, at their own expense, will purchase and configure Positron Power Workstations and software that will connect remotely to the Viper systems located at the Fremont/Dodge County and the Colfax County 911 Centers.
2. Identify backup telephone numbers that the 911 calls could be routed to in the event of failure.
3. Participate in the regional configuration of Viper redundancy.
4. Share in the annual maintenance costs of the two Viper Nodes serving the regional system by dividing the total number of workstations located at each of the participating agencies in the agreement. Maintenance costs of Viper shall be presented to the group thirty (30) days prior to the due date.
5. Provide for the maintenance of their own workstations and any unique interface costs as well as the costs of third party mapping software and connectivity costs.
6. Any required Maintenance or upgrades will be done under the contract that the Fremont/Dodge County PSAP and the Colfax County PSAP have with Century Link.

- B. For the Sharing of the 911 Infrastructure known as Positron Viper, it is the intent of the parties that Fremont/Dodge County and Colfax County will:
  - A. Configure the Viper to allow for the remote operation of the Positron Power positions utilized by Parties
  - B. Configure the Viper so that in the event of a loss of connectivity with parties that calls can be immediately answered in one of the other remote sites as well as locally on administrative lines.
  - C. Ensure that Parties redundancy with Fremont/Dodge County 911's and Colfax County's Viper and is configured so that there should not be a loss of service in the event that the Fremont/Dodge County 911's or Colfax County's Viper is rendered un-useable or is off line for maintenance.
  - D. Any Viper maintenance upgrades will be done under the contracts that Fremont/Dodge County 911 and Colfax County have with CenturyLink. Fremont/Dodge County 911 will then invoice any other Parties for their portion of the costs in accordance with A(1) above.
  
- II. Authority: The authority for this Agreement is that authority granted by law, including without limitation the general powers of each Party, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat § (1943);
  
- III. Cost Sharing/Budget and Finance:  
 This agreement shall also allow for sharing of costs of the 911 Mapping Software Geocomm's GeoLynx Software Solutions. The cost of map sharing will be paid in accordance with the provisions of I(A)(1) above. The costs associated with any other 911 mapping software will be the responsibility of the respective agency.
  
- IV. Terms of Agreement. This Agreement shall be effective beginning on \_\_\_\_\_, 2020, and shall automatically renew yearly thereafter every \_\_\_\_\_ ("Renewal Term"). Prior to the expiration of this Agreement, any Party may give the other Parties thirty (30) days written notice of the notifying Party's desire to renegotiate this Agreement. During the pendency of these negotiations this Agreement will remain in full force and effect.
  
- V. Withdraw and/or Termination:
  - A. A party may terminate this Agreement for convenience at any time for any reason by giving the other Party one year's written notice. Each party shall be liable for its share of all cost specified herein until the effective date of the termination.
  - B. This Agreement may be terminated for a material breach not cured within a reasonable time following written notice. Such notice, to be effective must describe the breach or breaches complained of and provide a reasonable time to cure, not less than 45 days from receipt of notice, only the payment of money, in which case such time may be 30 days. Following a failure to cure the non-breaching Party may notify the remaining Parties in writing that the Agreement is terminated as to the breaching Party effective in ninety (90) days following the receipt of such notice. Each Party shall be liable for its share of all costs specified herein until the effective date of the termination.
  - C. The Parties herein reserve the right, by written request sent by certified mail from the notifying Party to the other parties, to amend as provided herein any provision of this

Agreement. If on or after 180 days of such amendment notice, amendment negotiations fail, then a Party may notify the others in writing of that Party's intent to withdraw and that the notifying Party's participation in this agreement is terminated following ninety (90) days after the withdrawal notice. All such notices provided for in this section shall be sent by certified mail as identified in Paragraph \_\_\_\_\_.

- VI. Liability Insurance: The Parties agree to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement and/or communication center personnel/equipment assigned by each Party and insuring against liability for negligence, bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Party under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any other Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.
- VII. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
- VIII. Amendments/Modification. This Agreement may be modified for any reason, including but not limited to adding another Party. Said modification shall be made by written addendum, approved and executed by the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made pursuant to an addendum. Every addendum shall specify the date on which its provisions shall be effective.
- IX. Assignment. None of the Parties may assign its rights under this Agreement.
- X. Successors and Assigns Bound by Covenants. All covenants, stipulations, and agreements herein shall inure to the benefit of the Parties and extend to and bind the legal representatives, successors, and assigns of the Parties
- XI. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by 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.

- XII. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
- XIII. Indemnification/Liability. To the extent permitted by law, each Party (as “indemnitor”) agrees to indemnify, defend, and hold harmless each of the other Parties (as “indemnitee(s)”) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney’s fees (hereinafter collectively referred to as “claims”) arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. These indemnification provisions are not intended to waive a Party’s sovereign immunity. A Party’s liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.
- XIV. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.
- XV. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.
- XVI. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement’s indemnification provision shall also inure to the benefit of a Party’s employees, officers, agents and servants.
- XVII. Applicable Law/Venue. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Nebraska. Venue for any action under this Agreement shall be in Fremont, Nebraska, Dodge County District Court or for any federal action, it shall be in United States District Court for the State of Nebraska.
- XVIII. Nondiscrimination. The Parties, in the performance of this Agreement, shall not discriminate in violation of the Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.

XIX. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

DODGE COUNTY

County Sheriff	&	Director of Communications/911
Dodge County Sheriff's Office		725 N Park Ave
428 N. Broad St.		Fremont, NE 68025
Fremont, NE 68025		
(402) 727-2702		(402) 727-2677

COLFAX COUNTY

Sheriff of Colfax County	&	Director of Communications/911
411 E. 11 <sup>th</sup> St.		411 E. 11 <sup>th</sup> St.
Schuyler, NE 68661		Schuyler, NE 68661
(402) 352-8526		(402) 352-8526

- XX. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
- XXI. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.
- XXII. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Parties shall govern.
- XXIII. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the parties or their personnel, employees, agents contractors or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or constructed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement

nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

- XXIV. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
- XXV. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- XXVI. Dispute Resolution. Any Dispute which, in the judgement of a Party to his Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Parties. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting shall take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties may commence a legal action against the other Party.
- XXVII. Public Employer Contract Provision (Ne Rev. Stat. 4-114(2)). Pursuant to and in order to bin compliance with Neb. Rev. Stat. §4-114(2), each Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee physically performing services within the State of Nebraska.
- XXVIII. Public Benefits – Neb. Rev. Stat. §§4-108 – 113. No party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

COUNTY OF DODGE, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Dodge County Board Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Fred Mytty, County Clerk

Approved as to Form:

\_\_\_\_\_  
Dodge County Attorney

DRAFT

COUNTY OF COLFAX, NEBRASKA,  
A Nebraska Political Subdivision

By: \_\_\_\_\_  
Colfax County Board Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Rita M. Mundil, County Clerk

Approved as to Form:

\_\_\_\_\_  
Dodge County Attorney

DRAFT