

10/011899

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT FOR COOPERATIVE USE OF THE WIRELESS AREA NETWORK.

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed between the Omaha Public Power District ("OPPD"), the County of Douglas, Nebraska, the County of Sarpy, Nebraska, the County of Washington, Nebraska, the County of Pottawattamie, Iowa, and the Douglas Omaha Technology Commission ("DOTComm") for the cooperative use of the Wireless Area Network; and,

WHEREAS, said agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached Interlocal Agreement for cooperative use of the Wireless Area Network.

BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Interlocal Agreement attached hereto and any other related documents.

Dated this 14th day of September, 2010.

Moved by Tom Richards seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Hike

none

none

Rich Jones

Donna Borchert

Tom Richards

Patrick J. Thomas

ABSTAIN:

none



County Clerk

Approved as to form:

County Attorney

**DOUGLAS COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

Whereas, the Interlocal Cooperation Act of the State of Nebraska, being specifically § 13-801 et seq. (N.R.S. Reissue 2007), and Iowa Code Chapter 28E, Joint Exercise of Governmental Powers, enables separate political subdivisions of any state to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities;

Whereas, pursuant to the Interlocal Cooperation Act set out in state statute, Douglas County, Nebraska ("Douglas County"), Sarpy County, Nebraska and Washington County Nebraska, all political subdivisions of the State of Nebraska and Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska and Pottawattamie County, Iowa a political subdivision of the State of Iowa, and the DOTComm a joint commission established by the City Of Omaha, and the County of Douglas known as the Douglas Omaha Technology Commission (hereinafter referred to as "DOTComm") desire to enter into the attached Interlocal Agreement to share in the operation and maintenance of a regional microwave system hereafter referred to as the Wireless Area Network ("WAN");

Whereas, the Board recognizes the importance of connecting the parties and leveraging regional interests in order to prioritize regional public safety objectives and responses;

Whereas, the Board recognizes that the WAN will help achieve regional collaboration, information sharing and real time access to command posts when a response exists. It will allow emergency centers to be connected so that in real time they could share information, make area and regional command and control decisions and seamlessly communicate during any emergency;

Whereas, the Board recognizes that by providing the methodology to share information on a daily basis which focuses on multi-jurisdictional, multi-disciplinary interoperability to insure a competent level of regional prevention, communication, cooperation, and coordination for an all-hazards incident, this will provide better overall incident management; and

Whereas, the Board originally approved the agreement on June 8, 2010 and since then a change was made by OPPD which limits the work they would do to only towers located in Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY NEBRASKA, that the attached Interlocal Agreement between Douglas County, State of Iowa and the State of Nebraska relating to sharing information, is hereby approved and adopted and the Chair of this Board is authorized and directed to execute said Agreement.

Motion by Duda, second by Tusa to approve. I move the adoption of the resolution.

Adopted: September 28, 2010

Yeas: Boyle, Duda, Hutchings, Kraft, Rodgers, Tusa, Borgeson

(CERTIFIED COPY)



Thomas F. Cavanaugh
Douglas County Clerk

Resolution No. 778
ADOPTED: September 28, 2010

**INTERLOCAL AGREEMENT
FOR
COOPERATIVE USE OF THE
WIRELESS AREA NETWORK**

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby made and entered into this 29th day of July, 2010, between the OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska (“OPPD”); and the County of Douglas, a political subdivision organized and existing under the laws of the state of Nebraska located in Douglas County, Nebraska, and the County of Sarpy, a political subdivision organized and existing under the laws of the State of Nebraska located in Sarpy County Nebraska, and the County of Washington, a political subdivision organized and existing under the laws of the state of Nebraska located in Washington county Nebraska and County Of Pottawattamie, a political subdivision organized and existing under the laws of the State of Iowa and (hereinafter referred to as “County” together); hereinafter referred to collectively as “Parties” or individually as “Party, and, the Douglas Omaha Technology Commission a joint commission established by the City Of Omaha and the County of Douglas,, hereinafter referred to as “DOTComm”.

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, being specifically § 13-801 et seq. (N.R.S. Reissue 2007), and Iowa Code Chapter 28E, Joint Exercise of Governmental Powers, enables separate political subdivisions of any state to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities;

WHEREAS, using the Urban Areas Security Initiative (hereinafter “UASI”) grant program for funding a Wireless Area Network (hereinafter “WAN”) comprised of microwave has been procured, installed and provisioned throughout the four county region for the sole purpose to connect the Parties and leverage regional interests in order to prioritize regional public safety objectives and responses;

WHEREAS, one of the primary public safety priorities in the region is to be able to share information on a real time, on demand, basis to help mitigate an emergency that threatens the region;

WHEREAS, by providing the methodology to share information on a daily basis which focuses on multi-jurisdictional, multi-disciplinary interoperability to insure a competent level of regional prevention, communication, cooperation, and coordination for an all-hazards incident necessary to execute a wide range of incident management operations;

WHEREAS, the WAN will help achieve regional collaboration, information sharing and real time access to command posts when a response exists. It will allow emergency centers to be connected so that in real time they could share information, make area and regional command and control decisions and seamlessly communicate during any emergency;

WHEREAS, Parties agree that it will be necessary to form a WAN governance committee to collectively determine and prioritize the usage of the network and that each Party has an equal vote in governance of the network;

WHEREAS, Douglas County will arrange with DOTComm to oversee the network;

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

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, PARTIES DO HEREBY MUTUALLY UNDERTAKE, PROMISE, AGREE AS FOLLOWS:

1. The purpose of this Agreement is to delineate how the WAN will be used to support public safety to achieve a competent level of regional prevention, communication, cooperation and

coordination of information and data used to execute a wide range of incident management operations.

2. It is the intent of the Parties that a joint governing body with a representative from each Party be established to provide direction on the management and coordinate all budgetary requirements of the WAN.
 - a. Each member of the governing body will have an equal vote. In order for a proposed measure to be passed and adopted, it must receive a majority vote of the governing members.
 - b. Each Party to this Agreement will designate a governing member who will represent all possible users in the jurisdiction of that Party.
 - c. Cost of WAN system maintenance will be shared equally among the Counties of Douglas, Sarpy, and Washington in Nebraska and Pottawattamie in Iowa. "WAN system maintenance" includes ongoing service agreements with Alcatel for technical support, equipment replacements and security updates. Presently, the overall cost of WAN system maintenance is estimated at \$30,000 a year, after warranty.
 - d. The labor for the maintenance of the microwave radios in the WAN system, for Nebraska sites only see appendix B for system map, will be provided by OPPD. For Nebraska sites only, OPPD will be responsible for the labor to diagnose and replace and repair, as necessary, any failed components in the microwave radio with a spare component located in the designated spare component storage location. The Counties are responsible for the purchase of all replacement components. OPPD handles all repairs during OPPD regular business hours unless both Side A & B of the microwave radio shelf are in alarm or out of service or the governing body determines otherwise in section 3. OPPD will not be responsible for repair or replacement of waveguide or dishes or for the any maintenance, repair or replacement of any kind for sites in Iowa. Each County will be responsible for the cost of waveguide or dish repair for towers located in their county. OPPD is not responsible for network equipment repair (routers, etc).
 - e. Approve equipment and budgetary plans for upgrading links and reconfiguration of the WAN if needed.

- f. All Parties will be responsible for ensuring that the equipment located in their counties is either insured against damage or theft, or that the county is financially responsible for the equipment if it is damaged or stolen.
3. The WAN governing body will be responsible for establishing the following:
 - a. The priority of service of the following :
 - i. Transmitting Voice over the network;
 - ii. Real time mission critical data;
 - iii. Data replication and back up services; and
 - iv. Time Division Multiplexing (hereinafter "TDM") circuits.
 - b. Each Party is allocated 50 Mbps high priority bandwidth in the regional system. All other bandwidth requests must be approved by the governance committee.
 - c. Priority of Emergency Operation Centers (hereinafter "EOC") connectivity in time of emergency
 - d. Establish criteria for creating circuits;
 - e. Review of all services on the WAN on a quarterly basis;
 - f. Establish Service Level agreements with both DOTComm and OPPD, and determine which components require 24 hour repair vs. normal working hour repair timelines; and
 - g. On a quarterly basis, review the traffic flow, usage patterns and outages of the WAN. If configuration adjustments are needed, they will be identified and implemented. If outages indicate that maintenance schedules need to be adjusted, they will be identified and implemented. If a change in maintenance procedures are indicated, they will be evaluated and implemented as needed.
 - h. Any other procedures necessary for the ongoing use of the WAN.
4. All spare parts for the system have been purchased and will be centrally stored at a location determined by the governing body. If an outage (other than microwave radio equipment) occurs in the jurisdiction of one of the Counties, that County is responsible for obtaining a replacement part from the central location, swapping the equipment, and returning the replaced part to the central location. The agency responsible for the central location will be responsible for the Return Material Authorization (hereinafter "RMA") (shipping the broken/replaced equipment) to Alcatel.

5. The Parties agree that Douglas County will arrange with DOTComm to oversee the network. In return, DOTComm will be allowed to utilize a portion of the network and will become a non-voting member of the governing body. DOTComm's agreement to this arrangement is hereby evidenced in Appendix A.
6. Term and Termination. This Agreement shall become effective upon August 1, 2010. This Agreement will terminate on July 31, 2020. Prior to the natural expiration of this Agreement July 31, 2020, 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.

A Party may terminate this Agreement for convenience at any time for any reason by giving the other Parties one year's written notice. Each County shall be liable for its share of the WAN system maintenance costs incurred until the effective date of the termination.

This Agreement may be terminated for a material breach not cured within a reasonable time following written notice. Such notice, to be effective must describe the breach or breaches complained of and provide a reasonable time to cure which time may not be less than 45 days following receipt, unless the cure is only the payment of money, in which case such time may be 30 days. Following a failure to cure, the breaching Party may notify the remaining Parties in writing that the Agreement is terminated as to the breaching Party effective in one year following the receipt of such notice. Each Party County shall be liable for its share of the WAN system maintenance costs incurred until the effective date of the termination.

Following a Party's failure to cure, the governing body may elect to terminate that breaching Party's participation in the WAN and that Party's voting power under this Agreement, while maintaining the remainder of this Agreement in full force and effect. A majority of non-breaching governing members is required to remove a Party. Following a failure to cure and majority vote to remove a breaching Party, the remaining (non-breaching) Parties shall notify the breaching Party in writing that the Agreement is terminated with respect to that breaching Party effective in one year following the removal vote. Each breaching/removed Party

County shall be liable for its share of the WAN system maintenance costs incurred until the effective date of the termination.

The Parties herein reserve the right, by written request sent by registered mail from the notifying Party to each other Party, to amend as provided herein any provision of this Agreement. If on or after 180 days of such amendment notice, amendment 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 180 days after the withdrawal notice. All such notices, provided for in this section, shall be sent by registered mail as follows:

to a County-to the County Clerk, to the Manager of the Communications Department for OPPD, and to the CIO for DOTComm.

In the event of the exercise of termination pursuant to this section, the remaining Counties hereby agree that an equitable division of the continued operational costs of the WAN will be negotiated.

7. Nondiscrimination. The Parties, in the performance of this Agreement, shall not discriminate in violation of 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.
8. Nonwaiver. The failure of any Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party which is not obligated to do hereunder shall not be deemed to impose any obligation upon any Party to

do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

9. 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 Omaha, Nebraska, Douglas County District Court or for any federal action, it shall be in Omaha, Nebraska, the United States District Court for the State of Nebraska.
10. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. The Parties further recognize that this Agreement shall be subject to amendments in laws and regulations and to new laws and regulations. Any law or regulation that invalidates, or is otherwise inconsistent with the terms of this Agreement or that would cause one or both Parties to be in violation of the law or regulation, shall be deemed to have superseded the terms of this Agreement, provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible.
11. Third Party Rights. This Agreement does not create any third-party rights for those who are not a Party to this Agreement.
12. Assignment. This Agreement may not be assigned or transferred, whether voluntarily or by operation of law, nor may any of the duties and responsibilities be assigned or transferred, whether voluntarily or by operation of law, without prior written consent of each non-assigning Party.
13. Amendment. This Agreement may be amended only by a written, signed and dated agreement of all Parties to the Agreement.
14. Entire Agreement. This Agreement contains the whole understanding of the Parties and supersedes all prior oral or written representations and statements among the Parties, including any prior version of the Agreement executed by some but not all of the Parties.
15. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Parties hereto.
16. Indemnification. Each Party will indemnify, defend and hold harmless the other Parties from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action

(whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action.

17. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the Parties or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. No Party shall have any authority to bind any other by or with any contract or agreement, nor to impose any liability upon any other Party. All acts and contracts of each shall be in its own name and not in the name of any other.

18. Captions. The captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

19. Force Majeure. Except as may be otherwise specifically provided in this Agreement, no Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit

or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; changes to any of the following: government codes, ordinances, laws, rules, regulations or restrictions, as to which either 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 shall promptly notify the other Parties in writing of the existence of the event relied on and the cessation or termination of said event.

20. Joint Work Product. This Agreement is the joint work product of all Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

21. Dispute Resolution. Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Parties. As soon as possible thereafter, the Parties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties may commence a legal action against the other Party.

22. Authorized Representatives and Notice. Except as provided in paragraph 6, the following named authorized representatives for each Party are available as a point of contact for any inquiries related to the performance of this Agreement. The Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and thereafter, the following named individuals shall be the authorized points of contact of the Parties:

A. For Douglas County, Nebraska:

Mark S. Conrey
Chief of Communications
Douglas County Ne 68116
402-444-5800

B. For Sarpy County, Nebraska:

Larry Lavelle
Sarpy County Emergency Mgr
1210 Golden Gate Dr
Papillion 68046
402-593-2283

C. For Washington County, Nebraska:

Captain Phil Brazelton
Communications Division
1535 Colfax Street
Blair Ne 68008
402-426-6866

D. For Pottawattamie County, Iowa:

Curtis Edwards
227 South 6th St
Council Bluffs IA 51501
712-328-4806

E. For OPPD:

Diane Kremlacek
Manager – Communications Dept
Omaha Public Power District
4302 Jones Plaza
Omaha Ne 68105
402-552-5458

F. Although not a Party or voting member of the WAN governing body, for DotComm:

Tracy Svevad
Director Client Services
408 S 18th Street
Omaha Ne 68102
402-444-5325.

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

23. Confidentiality. Each Party will take reasonable precautions to protect the other Parties' Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent. In addition and notwithstanding any provision to the contrary, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; (v) is explicitly approved for release by written authorization of the disclosing party or (vi) receiving party may disclose information as necessary to comply with state public records laws. The receiving party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure.

24. Drug Free Workplace Policy. Each Party agrees that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy.

24. Public Employer Contract Provision – Neb.Rev.Stat. §4-114(2). Pursuant to and in order to be in compliance with Neb.Rev.Stat. §4-114(2), each Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work

eligibility status of a newly hired employee physically performing services within the State of Nebraska.

25. 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.

26. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable to a Party either in full or in part due to such reductions in appropriations, that Party will notify the remaining Parties in writing giving at least 180 days notice. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. Such written notification will also serve as the notifying Party's notice of termination. The notifying Party will cease to be a member of the governing body as of the date of termination. Each notifying Party County shall be liable for its share of the WAN system maintenance costs incurred until the effective date of the termination. Each Party shall be the final authority as to the availability of its funds.

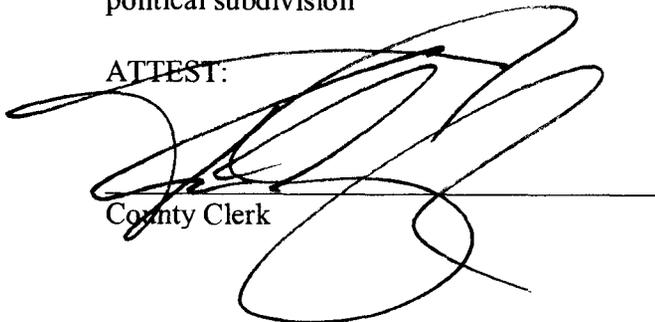
IN WITNESS WHERE OF, the parties hereto set their hands to this Agreement upon the day and year hereinafter indicated.

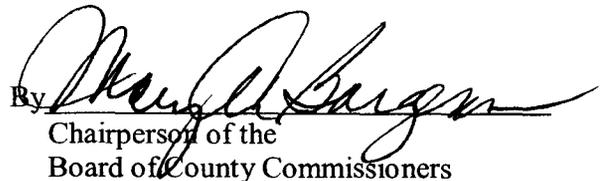
EXECUTED this 28th day of September 2010.

political subdivision

COUNTY OF DOUGLAS, NEBRASKA a

ATTEST:


County Clerk

By 
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

Deane M. Cals
Deputy County Attorney

EXECUTED this 14th day of September, 2010.

political

COUNTY OF SARPY, NEBRASKA a

subdivision

ATTEST:



Debra L. Houghtaling
County Clerk

By Joni Albrecht
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

Deane M. Cals
Deputy County Attorney

EXECUTED this 24 day of August, 2010.

NEBRASKA a political

COUNTY OF WASHINGTON,

subdivision

ATTEST:



Tracy A. Frubben
County Clerk

By Sharon Wiley
Chairperson of the
Board of County Commissioners

APPROVED AS TO FORM:

Edward Turner
Deputy County Attorney

EXECUTED this 9 day of June, 2010.

a political

COUNTY OF POTTAWATTAMIE, IOWA

subdivision

ATTEST:

Marilyn G. Drake
County Auditor

By *Mary Ann*
Chairperson of the
Board of County Supervisors

APPROVED AS TO FORM:

Margaret Reyes
County Attorney

EXECUTED this ___ day of _____, 2010.

NEBRASKA a political

OMAHA PUBLIC POWER DISTRICT,

subdivision

ATTEST:

By *Mohamad Doghri*

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "John B. ...", is written over a solid horizontal line.

Appendix A

Although not a Party to the Agreement or a voting member of the governing body, the Douglas County Technology Commission (hereinafter "DOTComm") in exchange for use of the WAN, agrees to its duties as delineated in the Agreement. DOTComm further agrees to abide by the terms and conditions of the Agreement. DOTComm expressly agrees to the indemnification provisions set forth in the Agreement.

EXECUTED this 22 day of Nov., 2010.

Douglas Omaha Technology Commission

ATTEST:

By 

APPROVED AS TO FORM:

544264.2

Appendix B

