

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL**  
**COOPERATION AGREEMENT FOR THE COOPERATIVE USE AND UPGRADE OF**  
**THE COMPUTER AIDED DISPATCH SYSTEM**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (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 pursuant to the Interlocal Cooperation Act with the Douglas County, Nebraska for the cooperative use and upgrade of the computer aided dispatch system used by both counties; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an agreement, with the Douglas County, Nebraska for the cooperative use and upgrade of the computer aided dispatch system, a copy of which is attached hereto.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 13<sup>th</sup> day of December, 2011.

Tom Richard  
Chairman, Sarpy County Board



Debra J. Houghtaling  
Sarpy County Clerk

**DOUGLAS COUNTY COMMISSIONERS  
DOUGLAS COUNTY, NEBRASKA**

**Whereas**, pursuant to the Interlocal Cooperation Act set out in state statute, Douglas County, Nebraska, a political subdivision of the State of Nebraska and Sarpy County, Nebraska a public corporation and political subdivision of the State of Nebraska desire to enter into an Interlocal Agreement to share their Computer Aided Dispatch System.

**Whereas**, the Board recognizes that by sharing the CAD system a costs savings for all parties can be achieved through joint operation, maintenance, and upgrades as well as laying the foundation for future expansion and growth.

**Whereas**, the Board recognizes that by sharing and expanding the systems a level of multi-jurisdictional interoperability can be maintained that serves the best interest of its citizens in the time of crisis or emergency.

**Whereas**, the Board recognizes that Sarpy County has been part of a sharing agreement for CAD in the past and this Interlocal solidifies that agreement and specifies a new measurable financial agreement based on use of the system as well as on-going maintenance.

**Whereas, NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY NEBRASKA**, that the attached Interlocal Agreement between Douglas County, and Sarpy County relating to the Computer Aid Dispatch System Sharing Agreement, is hereby approved and adopted and the Chair of this Board is authorized and directed to execute said agreement.

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

Adopted: December 13, 2011

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

(CERTIFIED COPY)



Thomas F. Cavanaugh  
DOUGLAS COUNTY CLERK

**INTERLOCAL AGREEMENT  
FOR  
COOPERATIVE USE AND  
UPGRADE OF THE COMPUTER AIDED DISPATCH SYSTEM**

THIS INTERLOCAL AGREEMENT ("Agreement") is hereby made and entered into this \_\_\_ day of December, 2011, between 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.

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, being specifically § 13-801 et seq. (N.R.S. Reissue 2007), allows 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, both counties share the same Computer Aided Dispatch ("CAD") system which was originally purchased in 1995 and has reached an announced end of material lifecycle;

WHEREAS, the public safety agencies in both counties have configured the CAD system to meet their agencies day to day response practices, as well as automatic mutual aid and regional disaster responses. These systems connect parties and leverages regional capabilities to provide optimized response capabilities;

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 response tools 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 sharing of a CAD system 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 CAD governance committee to collectively determine and prioritize the usage of the system, de-conflict any configuration variances and to determine future upgrade requirements. The committee will meet at least quarterly or as needed as determined by the Chair.

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

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 CAD system will be used to support public safety responses 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 and to delineate the Cost Sharing Formula for the purchase and upgrade of the CAD system.
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 to coordinate all budgetary requirements of the CAD.
  - a. Each member of the governing body will have an equal vote.
  - b. Members of the joint governing body shall be as follows: representative of each County Sheriff agency as selected by such County Sheriff; one representative in each County representing the local law enforcement agencies in said County as chosen by the leaders of said local law enforcement agencies; a representative in each County from an urban (paid) fire agency and a rural (volunteer) fire agency as chosen by the County Boards of Douglas and Sarpy County, respectively, and a technical IT representative from the 911 department of each County.

- c. The chair of the committee ("CHAIR") will be the 911 Director from one of the county's. The chairmanship will alternate between counties with the Sarpy County Director serving in year one. The other 911 director will be an ad hoc member with no voting rights during the year that they are not serving as Chair.
- d. Cost of the CAD system maintenance will be shared by the percentage of CAD licenses owned by each county ("Cost Sharing Formula"). For Sarpy County, the number of Sarpy licenses divided by the total of Douglas licenses plus Sarpy licenses. And for Douglas County, the number of Douglas licenses divided by the total of Douglas licenses plus Sarpy licenses. In June 2012, Sarpy County must declare and migrate additional licenses. The Cost Sharing Formula will be immediately recalculated based upon Sarpy County's declaration. Thereafter, if the number of licenses maintained by either County is changed during the term of this agreement, the Cost Share Formula will be recalculated as provided herein. After June 2012, each County shall provide the other with immediate notice of a change in the number of licenses, and said change shall not be effective or be allowed until at least 180 days after the delivery of said notice. The Cost Sharing Formula will be recalculated 180 days after the delivery of said notice, or later if agreed to in written by the parties.
- e. Each County will be responsible for the maintenance costs of their workstations, the costs associated with their respective CAD licenses and any unique interface costs as well as the costs of third party mapping software. If the parties share an interface, the cost will be shared per the Cost Sharing Formula identified in paragraph d above.
- f. Any system hardware or software bought to support the CAD system as specified in the Motorola Addendum to Maintenance and Support Agreement will be subject to the Cost Sharing Formula identified in paragraph d above. The Motorola Addendum to Maintenance and Support Agreement which is further identified herein, will be executed separately and upon its execution will become a part of this Agreement and is incorporated by reference. In the event of a conflict between this Agreement and the Addendum this Agreement controls.
- g. The CAD system maintenance upgrade will be done under an existing contract between Douglas County and Motorola. Under the terms of that contract, Maintenance and Support Agreement 531/0001642-000, Douglas County has the

contract right to request new Product Releases offered by Motorola. Under that contract, Douglas County has requested that Motorola provide a Product Release referred to as a PremierOne CAD. This request will be done via an Addendum to that contract. Douglas County in turn will invoice Sarpy County for its portion of the costs in accordance with paragraph d above. Sarpy County shall pay these costs in accordance with the Cost Sharing Formula identified in paragraph 2.d. and this Agreement. Sarpy County shall pay these costs within 30 days of receipt of the invoice.

- h. Pursuant to Neb.Rev.Stat. §13-804(3)(e), the parties must specify the methods of termination and the division of property in the event of termination of this Agreement. The methods for termination as specified later herein. In the event of termination for any reason, any remaining assets shall be divided between the Parties based upon the ratio of initial payments or the current ratio of payments under paragraph 2.d. (Cost Sharing Formula), whichever is less favorable for the Terminating Party. Such division shall be based upon the property's market value as estimated by Motorola or the salvage value at the time of the division.
3. The governing body will be responsible for establishing the following:
- a. De-conflicting any configuration differences that prevent a party from implementing a response configuration.
  - b. Determine the implementation priority for all third party interfaces.
  - c. Determine the impact and the priority for any additional hardware and software acquisitions.
  - d. Providing guidance on any mutual and regional response protocols.
  - e. Assist in developing mutual aid operating procedures as required by the users.
  - f. Determine and approve any change to the CAD system including but not limited to upgrades. Based on the governing body's recommendation, the 911 directors will collectively work to arrange for the funding for the recommended changes. The costs will be allocated pursuant to the Cost Sharing Formula identified in paragraph 2.d. herein.
  - g. The shared hardware and software configuration will be connected using the Microwave WAN under terms of that existing interlocal agreement.

h. Both parties will maintain the ability to directly report problems and outages to the vendor in accordance with the maintenance agreement.

4. **Term and Termination.** This Agreement shall become effective upon December 15, 2011.

This Agreement will terminate on December 14, 2021. Prior to the natural expiration of this Agreement on December 14, 2021, any Party may give the other Party 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 Party one (1) year's written notice. Each Party shall be liable for its share of the CAD maintenance costs incurred until the effective date of the termination as per the Cost Sharing Formula.

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 material 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 not be less than 30 days. Following a failure to cure, the breaching Party may notify the nonbreaching Party in writing that the Agreement is terminated as to the breaching Party effective in one year following the receipt of such notice. Each Party shall be liable for its share of the CAD maintenance costs incurred until the effective date of the termination as per the Cost Sharing Formula.

5. **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.

6. 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 a Party which is it 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.
7. 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.
8. 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.
9. Third Party Rights. This Agreement does not create any third-party rights for those who are not a Party to this Agreement.
10. 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 the non-assigning Party.

11. Amendment. The Parties herein reserve the right to amend this Agreement. This Agreement may be amended only by a written, signed and dated agreement of all Parties to the Agreement.

The process for amending this Agreement shall be the following: the notifying Party shall send a written request by registered mail to the other Party. Following receipt of this notification, amendment negotiations shall begin. If on or after 180 days of such amendment notice, amendment negotiations fail, then a Party may notify the other Party in writing of that Party's intent to withdraw and that the notifying Party's participation in this Agreement will be terminated following 180 days after the withdrawal notice. All such notices, provided for in this section, shall be sent by registered mail as follows:

For each Party, to the County Clerk, to the Director of the 911 Communications Department, and to the CAO of County.

12. Entire Agreement. This Agreement contains the whole understanding of the Parties and supersedes all prior oral or written representations and statements among the Parties.

13. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Parties hereto.

14. Indemnification. Each Party will indemnify, defend and hold harmless the other Party 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.

This Indemnification provision is not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Political Subdivision Tort Claims Act or other applicable provisions of law.

15. 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 or contractors 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 or contractors 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.

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

17. 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 Party in writing of the existence of the event relied on and then cessation or termination of said event.

18. 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.

19. 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.

20. Authorized Representatives and Notice. Except as provided in paragraph 11, 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:

1. For Douglas County, Nebraska:

Mark S. Conrey  
911 Director

2. For Sarpy County, Nebraska:

Lawrence Lavelle  
911 Director

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.

21. 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.

22. 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.

23. 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.

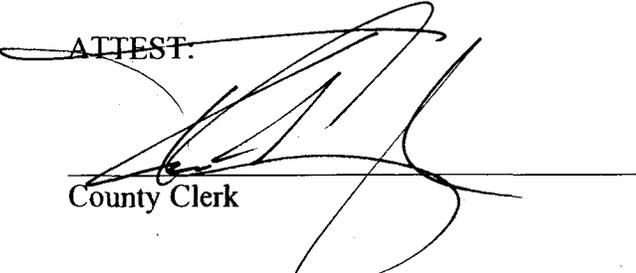
24. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable to a Party either in full or in part due to such reductions in appropriations, the notifying Party will notify the other Party 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. The notifying Party shall be liable for its share of the CAD maintenance costs incurred until the effective date of the termination. Each Party shall be the final authority as to the availability of its funds.

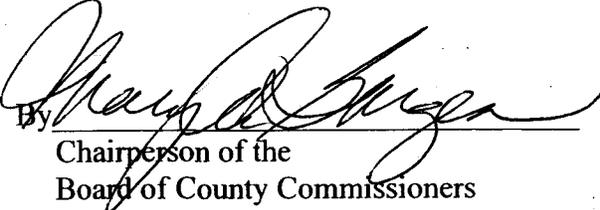
*IN WITNESS WHERE OF*, the parties hereto set their hands to this Agreement upon the day and year hereinafter indicated.

EXECUTED this 13<sup>th</sup> day of December, 2011.

COUNTY OF DOUGLAS, NEBRASKA a  
political subdivision

ATTEST:

  
County Clerk

By   
Chairperson of the  
Board of County Commissioners

APPROVED AS TO FORM:

  
Deputy County Attorney

EXECUTED this 13<sup>th</sup> day of December, 2011.

COUNTY OF SARPY, NEBRASKA a  
political subdivision

ATTEST:

  
  
County Clerk

By   
Chairperson of the  
Board of County Commissioners

APPROVED AS TO FORM:

  
Deputy County Attorney



**THOMAS F. CAVANAUGH**

DOUGLAS COUNTY CLERK / COMPTROLLER

**KATHLEEN A. HALL**

CHIEF DEPUTY DOUGLAS COUNTY CLERK

December 13, 2011

To: Mark Conrey,  
911 Communications

From: Ellen M. Sechser   
Administrative Assistant  
Douglas County Clerks Office

Re: Approve the Interlocal Agreement for the joint use, upgrade, and maintenance of the computer Aid Dispatch ("CAD") System by Douglas and Sarpy Counties.

Enclosed are (2) originals of the above-described document, which have been executed by the Chair of the Douglas County Board of Commissioners. After obtaining the appropriate signature(s) please return the fully executed document marked "**County of Douglas – Official Record**" to this office for filing.

Thank you for your cooperation with this matter. If you have any questions regarding this please call me at 402-444-6764.

# Deb Houghtaling

Fred Uhe  
Chief Deputy

# Sarpy County Clerk

Renee Lansman  
Assistant Chief Deputy

---

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895  
Phone: 402-593-2105 • Fax: 402-593-4471 • Website [www.Sarpy.com](http://www.Sarpy.com) • Email: [Clerk@sarpy.com](mailto:Clerk@sarpy.com)

---

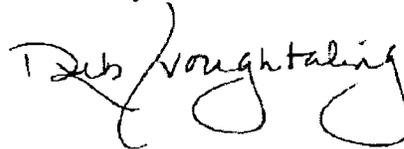
December 22, 2011

Ellen Sechser  
Douglas County Clerk's Office  
1819 Farnam Street, HO8  
Omaha NE 68183-0008

RE: Interlocal Agreement Computer Aided Dispatch ("CAD")

Please find enclosed one fully executed agreement which has been approved and signed by the Chairman of the Board on December 13, 2011 for your records.

Sincerely,



Deb Houghtaling  
Sarpy County Clerk

Enclosures (1)  
DH/kk