

**INTER-LOCAL COOPERATION  
911 EMERGENCY COMMUNICATIONS EQUIPMENT SHARING  
AGREEMENT**

This Inter-Local Cooperation Agreement hereinafter referred to as the "Agreement", is made pursuant to Neb. Rev. Stat. sections §13-801 through §13-827 (and any subsequent amendments thereto), and is entered into by the Boone County Board of Commissioners on behalf of the Boone County Sheriff's Office; the Butler County Board of Supervisors on behalf of the Butler County Sheriff's Office; the Columbus City Council and the Platte County Board of Supervisors Committee on behalf of the Columbus/Platte County Joint Communications Center; the Custer County Board of Supervisors on behalf of the Custer County Sheriff's Office; the Hamilton County Board of Supervisors on behalf of the Hamilton County Sheriff's Office; the Hall County Board of Supervisors and the Grand Island City Council on behalf of the Grand Island/Hall County Emergency Communications Center; the Region 26 Council on behalf of Region 26; and, the Saunders County Board of Supervisors on behalf of the Saunders County Sheriff's Office, hereafter collectively referred to as the "East Central 911", this 31<sup>st</sup> day of January, 2022.

**WHEREAS**, the East Central 911 Agencies recognize the benefit of shared E9-1-1 customer premise equipment (CPE) based on the requirement to connect CPE equipment to the ESI Net; and,

**WHEREAS**, the East Central 911 agencies have determined a method to share equipment through the creation of an East Central 911 equipment sharing governance board to monitor and maintain E9-1-1 CPE in the region, and,

**WHEREAS**, additional funding may become available through grants and subsidies to the system; and,

**WHEREAS**, a system to handle funds through the City of Columbus as the East Central 911 Fiscal Agent is established creating a separate account allowing for carryover of funds and a flexible budgeting system.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the East Central Region 911 counties and cities, by and through their governing boards, agree as follows:

1. **DURATION:** This Agreement shall continue for the duration of five (5) years from the date of execution by the parties. This does not preclude other Counties or PSAPs from buying in during this agreement.
  
2. **SEPARATE LEGAL OR ADMINISTRATIVE ENTITY; DELEGATION:** This Agreement will establish an East Central 911 governing committee (hereinafter referred to as the "Governing Regional Committee"). The Governing

Regional Committee will be comprised of one representative from each of the eight (8) agencies making up the East Central 911 Region. Each agency's respective representative will be appointed by their representative City Council, or the County Board of Supervisors/Commissioners or Region for that County or Region. The Clerk of each appointing authority will maintain a letter of appointment designating that representative. The Columbus/Platte County Joint Communications Center is governed by a joint committee, therefore the Clerk for the City of Columbus will maintain a letter of appointment designating the Columbus/Platte County Joint Communications Center representative. The City of Columbus, serving as fiscal agent by execution of this agreement, will maintain a copy of each letter of appointment for each representative appointed to serve on the Governing Regional Committee. The Governing Regional Committee shall administer this Agreement. If any other PSAP should join the group at a later time, their governing entity will appoint a similar representative to the Board for their County/PSAP or Region.

3. **POLICY:** It shall be the policy of the Governing Regional Committee for the East Central 911 Counties established by this Agreement to align with the rules and regulations of the Nebraska Public Service Commission as well as the statutes of the State of Nebraska as they pertain to the operation of E911 call processing equipment.
4. **OVERSIGHT:** The Governing Regional Committee shall oversee and administer the E9-1-1 call processing system. The Governing Regional Committee will be chaired by a committee representative elected by the committee representatives at their first meeting by a simple majority vote. Any decisions affecting policy, recommendation, and/or subsequent change that alter the purpose of the Agreement will be implemented only after the Governing Regional Committee reaches a majority respectively. Other agency participants can request to become party to this interlocal agreement, and such costs and requirements will be determined at the time of the request. The Governing Regional Committee shall prepare and adhere to bylaws governing the procedures which shall be used in making determinations and conducting its affairs.
5. **COST:** Member agencies will share the equipment and support costs of each Host site, as well as the initial alternate connection cost. The determining share is dependent upon the number of positions at each agency. Positions added after the execution of this contract will not affect the share cost for the duration of the contract. Member agencies are responsible the cost of equipment at individual agency sites, which are referred to as remote sites, and annual alternate connection fees. Each member agency shall agree to pay the projected costs listed on the "Projected Agency Costs" table included as part of this agreement. The maximum annual cost for each agency shall not exceed an additional 8% of the projected cost for each agency. Any agency whose cost goes beyond the maximum cost has the option to renegotiate or challenge this agreement.

There are some re-occurring costs that all public service answering points incur in their day-to-day operations (i.e. telephone usage bills, data transport, dispatcher salaries); these costs are not figured into the projected costs, and will be the responsibility of each individual agency, however the EC911 group may negotiate for group pricing of these items if beneficial to the agencies involved. These costs listed shall include equipment costs, provider services, system upgrades, warranties and enhancements related to central or common components or services. Each member agency shall be required to keep a current Software System Support and Extended Hardware Warranty agreement for remote sites. Additions of equipment or services used by each participating agency, including the required support and warranty agreement, will be the responsibility of that agency and is not included in the projected costs. When serving on the Governing Regional Committee, expenses incurred by a jurisdiction are the sole responsibility of the jurisdiction.

6. **Separation:** This agreement may be terminated by any of the parties providing one hundred and eighty (180) days prior written notice to the governance committee. Because of the nature of E9-1-1 call processing equipment, all East Central 911 Region member counties understand there is no buyout to this agreement. Any equipment purchased by a party to this agreement will remain with that agency. Host equipment will remain as property of all parties of this agreement.
7. **Severability:** If it shall be determined by a court or other governmental body of competent jurisdiction that any provision of this interlocal agreement shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not invalidate the entire agreement and shall not affect the other terms and provisions of this Agreement. To the extent legally possible, any invalid or unenforceable provision will be modified to reflect the parties' original intention
8. This agreement shall replace the Interlocal Cooperation Agreement between the parties dated on or about September, 2013, as may have been amended from time to time.

**Projected Agency Costs**

<b>Agency</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Boone County	\$33,762.36	\$1,178.92	\$1,192.98	\$1,207.42	\$1,220.20
Butler County	\$37,940.47	\$1,178.92	\$1,192.98	\$1,207.42	\$1,220.20
Columbus/Platte County JCC	\$26,003.93	\$1,741.84	\$1,769.96	\$1,798.84	\$1,828.41
Custer County	\$51,267.99	\$1,460.38	\$1,481.47	\$1,503.13	\$1,525.31
Grand Island/Hall County ECC	\$34,408.41	\$2,2023.31	\$2,058.45	\$2,094.55	\$2,131.51
Hamilton County	\$59,467.81	\$1,741.84	\$1,769.96	\$1,798.84	\$1,828.41
Region 26	\$26,597.36	\$1,460.38	\$1,481.47	\$1,503.13	\$1,525.31
Saunders County	\$50,986.85	\$1,178.92	\$1,192.98	\$1,207.42	\$1,220.20

The parties hereto agree to adopt this Agreement by resolution and shall file the same with their respective Clerks.

BOONE COUNTY BOARD OF COMMISSIONERS  
ALBION, NEBRASKA  
BY: \_\_\_\_\_  
CHAIRPERSON  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

HALL COUNTY BOARD OF SUPERVISORS  
GRAND ISLAND, NEBRASKA  
BY: \_\_\_\_\_  
CHAIRPERSON  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

BUTLER COUNTY BOARD OF SUPERVISORS  
DAVID CITY, NEBRASKA  
BY: \_\_\_\_\_  
CHAIRPERSON  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

PLATTE COUNTY BOARD OF SUPERVISORS  
COLUMBUS, NEBRASKA  
BY: \_\_\_\_\_  
CHAIRPERSON  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

COLUMBUS CITY COUNCIL  
COLUMBUS, NEBRASKA  
BY: \_\_\_\_\_  
MAYOR  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

SAUNDERS COUNTY BOARD OF SUPERVISORS  
WAHOO, NEBRASKA  
BY: \_\_\_\_\_  
CHAIRPERSON  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

HAMILTON COUNTY BOARD OF SUPERVISORS  
CENTRAL CITY, NEBRASKA  
BY: \_\_\_\_\_  
CHAIRPERSON  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

REGION 26 COUNCIL  
TAYLOR, NEBRASKA  
BY: \_\_\_\_\_  
CHAIRPERSON  
Dated this \_\_\_ Day of \_\_\_\_\_, 202\_

CUSTER COUNTY BOARD OF SUPERVISORS  
BROKEN BOW, NEBRASKA  
BY: \_\_\_\_\_  
CHAIRPERSON  
Dated this \_\_\_ day of \_\_\_\_\_, 202\_

GRAND ISLAND CITY COUNCIL  
GRAND ISLAND, NEBRASKA  
BY: Roger H. Steele  
MAYOR  
Dated this 31<sup>st</sup> day of Jan., 2022