

**INTER-LOCAL COOPERATION AGREEMENT  
SOUTHEAST REGION  
911 EMERGENCY COMMUNICATIONS STUDY AGREEMENT  
ADDENDUM**

This Addendum to an Inter-local Cooperation Agreement hereinafter referred to as the "Addendum", is made pursuant to Neb. Rev. Stat. sections 13-801 through 13-827 (and any subsequent amendments thereto), and is entered into by, between and among the governing boards of Public Safety Answering Points (PSAPs) located within the counties of Cass, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Richardson, Saline, Seward, Thayer and York, hereafter collectively referred to as the "Southeast 911", and shall become effect upon the day the latest signature is dated.

**WHEREAS**, the political subdivisions signing below, known as the Southeast 911, have previously joined in an Inter-local Cooperation Agreement, dated March 3, 2014 through April 22, 2014, (hereinafter "Original Inter-local Agreement") to finance the hiring of a consultant to draft a request for proposals (hereinafter "RFP") for equipment, hardware, and software related to a Southeast Regional 911 System;

**WHEREAS**, the Southeast 911 recognize the need for coordinated regional 911 communications capabilities;

**WHEREAS**, upon completion of the study the Regional Governing Committee (hereinafter "the Committee") desires to designate a mechanism for funding the creation and implementation of the Southeast Regional 911 system pursuant to responses sent to the Committee based upon RFPs sent out by the Committee on October 31, 2014;

**WHEREAS**, the Committee desires to review submitted RFPs, designate a funding mechanism, query member political subdivisions signed hereto, allow said political subdivision to opt out of any further obligation, and ultimately award a contract based upon RFPs submitted and the political subdivisions which remain a party to this Agreement;

**WHEREAS**, a system to handle funds has be created through the County of Nemaha as the Southeast 911 fiscal agent, creating a separate account allowing for carryover of funds and a flexible budgeting system; and

**WHEREAS**, the governing bodies of the counties and municipalities signed below wish to enter into this Addendum to the original Interlocal Agreement previously signed, to provide for their respective responsibilities for the payment of fees and costs associated with creating a regional Southeast Nebraska 911 system.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the governing bodies of the Southeast 911 PSAPs, by and through their governing boards, agree as follows:

1. **Original Interlocal Agreement:** The original Interlocal Agreement as signed and agreed thereto, a copy of which is attached hereto as Exhibit A and incorporated by this reference, shall remain in effect except for any terms which are contrary to this addendum. The payment/cost obligations of the original agreement have been completed and such accounting has been acknowledged by the County of Nemaha.
2. **DURATION:** The original Interlocal Agreement and this Addendum thereto shall continue for the duration of two (2) years or for the length of the contract awarded pursuant to the terms of this agreement, whichever is longer.
3. **RFP:** The Regional Governing Committee has previously sent out an RFP for services, software, and hardware to implement a Southeast Regional 911 System pursuant to the study which was completed in October of 2014. Upon receipt of all responses to the RFP by the deadline outlined therein the Regional Governing Committee shall review such responses and develop a funding method by which the political subdivisions signed hereto shall share in and apportion the costs of creation of the Southeast Regional 911 system. The funding method shall be approved by a majority of the Regional Governing Committee.
4. **OPTION OUT:** After the development and approval of the funding method outline in the previous paragraph each political subdivision signed hereto shall be given sixty (60) days to opt out of this agreement. Such option will be without penalty and shall be in writing signed by the political subdivision's representative to the Regional Governing Committee. Such option shall be submitted to the Chair of the Regional Governing Committee and the representative of Nemaha County.
5. **FUNDING ADDENDUM:** After the sixty (60) day deadline has passed the remaining parties to the Interlocal Agreement shall develop and sign a Funding Addendum which shall lay out in writing the funding method developed by the Regional Governing Committee and approved by said Committee. Such Addendum shall be signed by the remaining parties and the Contract, pursuant to any required amendments, addendums, adjustments, or other related matters shall then be awarded.
6. **SIGNATURES:** The parties agree that this Addendum may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

The parties hereto agree to adopt this Addendum by resolution and shall file the same with their respective County or City Clerks.

Dated this \_\_\_ day of \_\_\_\_\_, 2014

CASS COUNTY BOARD OF  
COMMISSIONERS  
PLATTSMOUTH, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2014

OTOE COUNTY BOARD OF  
COMMISSIONERS  
NEBRASKA CITY, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2014

FILLMORE COUNTY BOARD OF  
SUPERVISORS  
GENEVA, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2014

PAWNEE COUNTY BOARD OF  
COMMISSIONERS  
PAWNEE CITY, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2014

MAYOR OF THE CITY OF  
BEATRICE  
BEATRICE, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

Dated this \_\_\_ day of \_\_\_\_\_, 2014

MAYOR OF THE CITY OF  
FALLS CITY  
FALLS CITY, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

Dated this \_\_\_ day of \_\_\_\_\_, 2014

JEFFERSON COUNTY BOARD OF  
COMMISSIONERS  
FAIRBURY, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2014

SALINE COUNTY BOARD OF  
COMMISSIONERS  
WILBER, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2014

JOHNSON COUNTY BOARD OF  
COMMISSIONERS

Dated this \_\_\_ day of \_\_\_\_\_, 2014

MAYOR OF THE CITY OF  
SEWARD

TECUMSSEH, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2014

MAYOR OF THE CITY OF  
LINCOLN  
LINCOLN, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

Dated this \_\_\_ day of \_\_\_\_\_, 2014

NEMAHA COUNTY BOARD OF  
COMMISSIONERS  
AUBURN, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2014

MAYOR OF THE CITY OF  
CRETE  
CRETE, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

Dated this \_\_\_ day of \_\_\_\_\_, 2014

NUCKOLLS COUNTY BOARD OF  
COMMISSIONERS  
NELSON, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

SEWARD, NEBRASKA

BY: \_\_\_\_\_  
MAYOR

Dated this \_\_\_ day of \_\_\_\_\_, 2014

THAYER COUNTY BOARD OF  
COMMISSIONERS  
HEBRON, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON

Dated this \_\_\_ day of \_\_\_\_\_, 2014

YORK COUNTY BOARD OF  
COMMISSIONERS  
YORK, NEBRASKA

BY: \_\_\_\_\_  
CHAIRPERSON