

**SECOND AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
SOUTHEAST REGION 911 COMMUNICATION SERVICES
PROCUREMENT AND DELIVERY**

This Interlocal Cooperation Agreement, hereinafter referred to as the "Agreement", is made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827 as amended, and is entered into by, between and among the governing boards of Public Safety Answering Points (PSAPs) of City of Lincoln, City of Beatrice, on behalf of itself and the City of Crete, City of Falls City, Cass County, Clay County, Fillmore County, Jefferson County, Johnson County, on behalf of itself and Pawnee County, Nemaha County, Nuckolls County, Otoe County, Seward County, Thayer County, York County, hereinafter collectively referred to as "Southeast 911, a Nebraska Joint Entity" (SE 911). The individual political subdivisions comprising SE 911 shall be referred to as "the Members." Each Member owns and operates a Public Safety Answering Point ("PSAP").

WITNESSETH:

WHEREAS, the Members signing below, known as SE 911, previously joined in an Interlocal Cooperation Agreement, dated March 3, 2014 through April 22, 2014, (hereinafter "Original Interlocal Agreement") to finance the hiring of a consultant to draft a request for proposals (hereinafter "RFP") for equipment, hardware, and software related to a 911 system for the southeast region of the State of Nebraska; and

WHEREAS, the Members amended the Original Interlocal Agreement through an addendum, dated January 20, 2015 through February 24, 2015, to review the responses to the RFP and create a funding mechanism for the creation and implementation of the Southeast Regional 911 system; and

WHEREAS, a Regional Governing Committee ("the Committee") made up of a representative from each Member was established to facilitate the planning and coordinate the delivery of emergency communications services including Enhanced 911 (E 911) and emerging services such as next generation 911 (NG 911); and

WHEREAS, the Committee has been investigating and evaluating suitable strategies to support regional public safety applications and their integration among PSAPs; and

WHEREAS, the PSAPs require emergency communications services equipment and/or significant software upgrades; and

WHEREAS, the Committee has identified financial and/or operational benefits from common ownership and management of a shared/hosted (Common) 911 call handling system; and

WHEREAS, there are opportunities, through shared procurements, to contain aggregate costs, enhance PSAP interoperability, improve intra-PSAP and inter-PSAP backup processes, and offer best value; and

WHEREAS, for a cooperative approach to work, SE 911 needs the power to contract from the political subdivisions signing below in order to contract with Vendors; and

WHEREAS, the Committee has the expertise to serve as a contract manager and fiscal agent, on behalf of the Members, who own and operate the PSAPs, and engage in shared procurements.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Members agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 **“Regional Governing Committee”** means the organized representatives or designees of the Members to this Agreement and hereinafter referred to as “the Committee.”
- 1.02 **“Group Procurement”** shall mean two or more PSAPs making a joint procurement of a Shared/Hosted emergency communications services system.
- 1.03 **“Individual Procurement”** means a PSAP in making an emergency communications services procurement pursuant to this Agreement.
- 1.04 **“Interlocal Agreement or Agreement”** means this document and any amendments hereto that establishes and confirms the governance relationship among the Members, powers of Southeast 911 and the duties and authority of the Committee.
- 1.05 **“Ownership Percentage”** means the percentage of each Member’s indivisible ownership of any Common Equipment.
- 1.06 **“Public Safety Answering Point (PSAP)”** means a communications facility operated on a 24-hour basis, which first receives 911 calls from persons in a 911 service area and which may, as appropriate, directly dispatch public safety services or extend, transfer, or relay 911 calls to appropriate public safety agencies.

- 1.07 **“Vendor”** means an equipment, software, license, and/or service provider for procurement of products or services, including maintenance services, under this Agreement.
- 1.08 **“Common Equipment”** means 911 Call Handling System control equipment provided by vendor(s) which will be located at two or more Data Centers and will facilitate call processing for local and remote PSAP client workstations.
- 1.09 **“Data Center”** means the specific location(s) housing the Common Equipment. The Data Center(s) may or may not be located on a PSAP premises.
- 1.10 **“Equal Voting”** means each Member to the Interlocal Agreement has one vote. Equal Voting requires a Simple Majority Quorum of the Committee to vote, and a majority vote of the Committee members present to adopt a resolution.
- 1.11 **“Equipment Room”** means the location in a PSAP which houses the local system central processing units, gateways, routers, switches and other peripherals required to allow interoperability between the Common Equipment and the PSAP client workstations.
- 1.12 **“Ownership Percentage”** means the percentage of each Member’s indivisible ownership of the Common Equipment, and is also equal to the percentage of each Member’s payments for the Common Equipment as well as each Member’s value for purposes of Weighted Voting. The following formula will be used to determine Ownership Percentage (OP) for each Member:
- $$OP = [(1/2 * C_T) * (P_J / P_T)] + [(1/2 * C_T) * (T_J / T_T)]$$
- "C_T" represents the cost of shared equipment
 "P_J" represents the total population within the jurisdiction/area served by the PSAP.
 "P_T" represents the total population of the jurisdictions/areas covered by all involved PSAP's
 "T_J" represents the number of 911 trunks maintained by the individual PSAP
 "T_T" represents the total number of 911 trunks running to all involved PSAP's
- 1.13 **“PSAP Equipment”** means client workstation monitors, dispatch area central processing units, and other peripherals located in the dispatch area of the PSAPs that are required under the agreement with the Vendor to facilitate the processing of 9-1-1 calls routed from the Common Equipment.
- 1.14 **“Member’s Local Equipment Cost”** means the aggregate costs for each Member, including Equipment Room equipment and PSAP Equipment, as represented in the agreements with the Vendor. This aggregate cost will include a PSAP’s related back-up center costs as determined to be necessary by the participating PSAP organization, where applicable.
- 1.15 **“Phased Project”** means the Members will implement services at differing time intervals as determined by the Members and the Vendor(s).

- 1.16 **“Reserve Fund”** means the fund established by the Members, pursuant to Article 12, for the purpose of emergency expenditures, service related costs not otherwise provided for herein, or for future planning of emerging services.
- 1.17 **“Simple Majority Quorum”** means a majority of the Committee members regardless of presence at a meeting.
- 1.18 **“Shared/Hosted System”** or **“System”** means a 911 Call Handling System that has Common Equipment at one or more Data Centers providing shared call distribution services to remote client workstations at PSAPs.
- 1.19 **“Wide Area Network (WAN)”** means the data connectivity media and equipment (including fiber, copper, and other suitable transport modes) which delivers information between and among the Data Centers and Equipment Rooms.

ARTICLE 2 PURPOSE AND POWERS

- 2.01 The purpose of this Agreement is to define the rights and obligations of the Members, the powers of Joint Entity and the role of the Committee, with respect to the cooperative and coordinated procurement, construction, implementation, operation, and maintenance of emergency communications services and to provide for the inclusion of other PSAPs in the future. The powers of the Joint Entity shall be all those granted to a separate entity pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827 as amended from time to time.

ARTICLE 3 COOPERATION

- 3.01 The Members will cooperate and use reasonable efforts to ensure that the various provisions of this Agreement are fulfilled. The Members, through the use of the Committee, agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

ARTICLE 4 ANCILLARY AGREEMENTS TO THIS INTERLOCAL AGREEMENT

- 4.01 There may be Ancillary Agreements to this Interlocal Agreement that represent group procurements of PSAP equipment, hardware, software, licenses, and/or other related services between Members and/or Vendors or may represent other agreements related to this Joint Entity between Members, but are not a part of this Interlocal Agreement.

- 4.02 Each Ancillary Agreement shall include the Members making the procurement or agreement.
- 4.03 Each Ancillary Agreement shall include additional terms and conditions as well as cost allocations between the Members and ongoing maintenance related to the equipment and/or services being procured and shall not be an obligation of the Joint Entity or any Member not a party to such ancillary agreement.
- 4.04 This Interlocal Agreement shall not be amended or altered by any Ancillary Agreements.
- 4.05 The Members are prohibited from entering into Ancillary Agreements that conflict with the intent of this Interlocal Agreement, or attempt to bind SE 911 or Members not participating in the Ancillary Agreement.

ARTICLE 5 TERM

- 5.01 This Agreement shall take effect upon execution by all the Members, and shall continue in perpetuity unless dissolved or terminated by the Members, a final court order requiring dissolution or termination, or applicable law.

ARTICLE 6 ROLES AND RESPONSIBILITIES OF REGIONAL GOVERNING COMMITTEE

- 6.01 The Committee, consisting of one representative designated by each Member's governing body, or that person's designee, shall meet quarterly, and at such other times as deemed necessary by the Committee Chairperson or a call for a meeting by 1/3 or more of the Members.
- 6.02 Each Member may designate one or more alternates or designees. Each Member shall provide a resolution or appropriate letter which identifies the representative and designees, by title or name, and authorizes their participation in the Committee. The representative and/or designee must be a person familiar with the Member's PSAP operations as a supervisor or manager. Such a designation of a representative and designee must be sufficient to constitute a grant of authorization to purchase products and services on behalf of the Member and otherwise bind the Member to obligations under this Agreement.
- 6.03 The Committee duties shall include, but not be limited to:
 - 6.03.1 Selection of officers for SE 911 including but not limited to a Chairperson, Vice-Chairperson, and Secretary for the Joint Entity; setting forth the duties of each officer; hiring and termination of employees, consultants, and other agents of the Joint Entity; delegating such authority to individuals or entities as may be permitted under

applicable law and as may be deemed necessary by the Committee; approving payment of legally binding obligations of SE 911; drafting and implementing such bylaws or other internal operation policies and procedures as may be deemed appropriate; authorizing contracts, agreements, and other documents legally permissible and necessary for the operation of the Joint Entity; and carry out or execute such other powers as may be granted by the Interlocal Cooperation Act.

- 6.03.2 Following implementation of the NG 911 Call Handling System, the Committee shall be responsible for developing plans for implementation of future System moves, expansions, upgrades, additions, and changes.
- 6.03.3 Following implementation of the Wide Area Network connectivity, the Committee shall be responsible for developing plans implementation of future WAN moves, expansions, upgrades, additions and changes.
- 6.03.4 Following implementation of the Data Center, the Committee shall be responsible for developing plans for implementation of future usage, moves, expansions, additions, and changes.
- 6.04 The Committee shall elect a five person Executive Board. The Executive Board shall select a Chief Executive Officer (CEO), who shall chair the Executive Board and an Alternate Chief Executive Officer (Alternate CEO), who shall serve as the CEO in the absence of the CEO. Members of the Executive Board shall be a representative from a city of the primary class; a city of the first or second class, or village; member of a county of 15,000 or more persons; a member of a county of less than 15,000 persons; and a member at large. The CEO and the Alternate CEO shall exercise such powers and authority as may be granted by the Committee to the extent not set forth in this Agreement.
- 6.05 The Committee and its Executive Board shall comply with the Open Meetings Act for Nebraska.
- 6.06 Equal Voting shall be used by the Committee and Executive Board.
- 6.07 The Committee shall approve no contract or incur any financial obligation requiring funding without first determining that all Members have secured sufficient funding to pay for the contract or financial obligation from their respective governing boards.
- 6.08 The Executive Board duties shall include, but not be limited to:
 - 6.08.1 Assist the CEO with the creation and configuration of the NG 911 Call Handling System's global settings, set standards, and provide the information to the CEO.

Assist the CEO with the design and implementation of the Shared Wide Area Network.

Assist the CEO with the determination of Data Center Usage costs, and allocation of those costs to the Members.

- 6.08.2 Develop the NG 911 Call Handling System technical, operational and maintenance standards and provide those to the CEO.

Develop the Wide Area Network technical, operational and maintenance standards, as well as Service Level Agreements and Network Monitoring plans for the Wide Area Network, and provide those to the CEO.

Develop the Data Center Service Level Agreements and provide those to the CEO.

- 6.08.3 Maintain ongoing communications with, and provide assistance to, the CEO on an ongoing basis regarding the status of contract issues with the Vendors, Wide Area Network and its operation, and of the Data Center Usage.

- 6.08.4 The Executive Board shall convene on an as needed basis as determined by the three members of the Executive Board, or the CEO or Alternate CEO in the event of the CEO's absence.

- 6.08.5 The Executive Board shall have authority to negotiate agreements with Vendors on behalf of SE 911.

- 6.08.6 With the approval of the Committee, prepare and solicit such bids, requests for proposals, requests for qualifications, or such other competitive procurement procedures as may be allowed by the County Purchasing Act for products and services deemed necessary carry out the purpose of the Joint Entity.

- 6.09 The CEO or Alternate CEO shall have the following responsibilities:

- 6.09.1 Investigate and research current technologies and needs for the Members;

- 6.09.2 Prepare proposals for review by the Executive Board or Committee;

- 6.09.3 The CEO shall have authority to sign contracts and other agreements behalf of the Joint Entity as approved by the Committee. Such contracts or agreements shall include contracts or agreements intended to allow Members to purchase equipment through an Individual Procurement that is not part of the purchase of Common Equipment. Individual

Procurement contracts or agreements shall clearly state that SE 911 and Members not associated with an Individual Procurement are not an owner of the PSAP services, equipment, software, or licenses purchased under the Individual Procurement and not obligated thereby for any liability under such Individual Procurement.

- 6.09.4 The CEO shall act on behalf of the Members in communicating with Vendor(s) regarding contracting issues, consistent with the direction of the Committee.
- 6.09.5 The CEO may expend funds on behalf of the Members, at the direction of the Committee, if the governing bodies of the Members appropriate funds for such purposes. No expenditures of SE 911 funds shall occur for any reason without the approval of the Committee.
- 6.09.6 The CEO and the Members shall execute, as necessary, a single Master Purchase Agreement with the Vendor for the procurement, construction, implementation, and maintenance of the Common Equipment, PSAP Equipment, and related software, including licenses and services.
- 6.09.7 Handle day to day inquiries and transactions that do not include or result in expenditures without the approval of the Committee. These duties shall also include arranging meetings, publishing notice of meetings, arranging for the taking of minutes, compliance with public records requests, and such other duties as may be assigned by the Committee or Executive Board.

**ARTICLE 7
ROLES AND RESPONSIBILITIES OF THE
MEMBERS FOR THE COMMON EQUIPMENT AND PSAP EQUIPMENT**

- 7.01 Each Member will assume the roles and responsibilities as described herein.
- 7.02 Each Member authorizes the CEO to sign agreements with the Vendor, as approved by the Committee, for the purchase of the Common Equipment and Common Services, PSAP Equipment, and related software, including licenses and services, maintenance, and amendments to the agreement for future moves, additions and changes to the Common Equipment and/or Commons Services, and related software, including licenses and services.
- 7.03 Each Member shall be responsible for its allocated share of costs of any Common Equipment or Common Services as set forth in this Interlocal Agreement and respective agreements with the Vendor. The allocated share of costs is based on the Ownership Percentage. The Member shall be invoiced directly by the Vendor and shall make payment directly to the Vendor.

- 7.04 Each Member shall own an undivided share of the Common Equipment and any future equipment changes or additions based on its Ownership Percentage at the time of the purchase.
- 7.05 All Common Equipment, PSAP Equipment, and maintenance services shall be purchased solely from the Vendor pursuant to the provisions of the agreements with the Vendor(s) , except as otherwise authorized by the Committee.
- 7.06 Each Member shall be solely responsible for its procurement of PSAP Equipment and related software, licenses and services costs, as set forth in this Interlocal Agreement and respective agreements with the Vendor. SE 911 shall facilitate bidding and procurement procedures, but the Members shall be responsible for paying all costs associated with the procurement of PSAP Equipment. Each Member failing to pay for PSAP Equipment, products, or services ordered from the Vendor herein agrees to fully indemnify SE 911 for any costs or expenses, including attorney fees, for costs and expenses incurred by SE 911 due to non-payment for said PSAP related equipment, products, or services.
- 7.07 Each Member shall solely own its PSAP equipment purchased from the Vendor. Each PSAP shall be responsible for its back-up and disaster recovery strategy, including cost of hardware, software, licenses, and maintenance.

ARTICLE 8
ROLES AND RESPONSIBILITIES OF THE MEMBERS
FOR THE WIDE AREA NETWORK (WAN) CONNECTIVITY

- 8.01 Each Member will assume the roles and responsibilities as described herein.
- 8.02 The Common Equipment require network connectivity. The network(s) shall be a private Wide Area Networks (WAN) which are owned, leased, or a combination of both, by SE 911.
- 8.03 Each Member agrees that the WAN connectivity will be segmented into and addressed in two (2) areas:
- Shared core WAN (“Shared WAN”) connectivity between Data Centers; and
 - Individual segment WAN (“Individual WAN”) connectivity between Data Centers and Equipment Rooms.
- The Members agree that the WAN may be redesigned in accordance with the needs of the Members as approved by the Committee.
- 8.04 The Shared WAN connectivity will be monitored, managed, and provided in whole by Vendor(s) selected by the Committee.

- 8.05 Each Member connected to the Data Centers shall be responsible for its share of the cost for the WAN, which traverses from Data Center to Data Center, including initial acquisition of and any recurring costs, as set forth in agreement(s) with the Network Service Provider(s), based on Ownership Percentage at the time of the purchase, or as amended. Costs include those for initial acquisition of, and any future moves, additions and changes to, Shared WAN connectivity, services, and related software.
- 8.06 The WAN shall provide a fully redundant and diversely routed physical network between the Data Centers and to each PSAP from each Data Center wherever possible.
- 8.07 Each Member shall be solely responsible for its procurement of PSAP Equipment, WAN connectivity, and related software, licenses and services costs for each, as set forth in this Interlocal Agreement and respective agreements with the Vendor. SE 911 shall facilitate bidding and procurement procedures, but the Members shall be responsible for paying all costs associated with the procurement of PSAP Equipment. Each Member failing to pay for PSAP Equipment, products, or services ordered from the Vendor herein agrees to fully indemnify SE 911 for any costs or expenses, including attorney fees, for costs and expenses incurred by SE 911 due to non-payment for said PSAP related equipment, products, or services.
- 8.08 All Individual WAN connectivity, services, and related software shall be purchased solely from the Network Service Provider(s) pursuant to the provisions of the agreements with the Network Service Provider(s), except as otherwise authorized by the Committee's Executive Board.

ARTICLE 9
ROLES AND RESPONSIBILITIES OF
THE MEMBERS FOR THE SHARED DATA CENTER USAGE

- 9.01 Each Member shall assume the roles and responsibilities as described herein.
- 9.02 The Members agree that there shall be at least two (2) Data Centers provided by the Vendor(s).
- 9.03 Each Member shall be responsible for its share of the cost for initial acquisition of, and any future moves, additions and changes to, Shared Data Center Usage, services, and related software, including license, based upon their Ownership Percentage.

ARTICLE 10 PURCHASING

- 10.01 The Members may make purchases jointly or individually. The Committee shall submit, after coordinating with each Member, a Request for Proposals to qualified vendors. Negotiations with vendors shall be done by the Committee and selection of a qualified vendor shall be made by the Committee.
- 10.02 If one of the Members wishes to make an individual purchase of a System enhancement, the Member shall inform the Executive Board of the desired enhancement and request an analysis by the Executive Board of the impact, if any, of the desired enhancement on the respective system. The Member shall not purchase or install the enhancement until any adverse impact on the respective system software, as identified by the Executive Board, has been addressed as part of the purchase and installation of the enhancement.
- 10.03 Nemaha County shall serve as the Fiscal Agent for the projects as authorized by this Interlocal Agreement, and shall perform all duties consistent with those required of a Fiscal Agent, including, but not limited to: accounting for all funding, revenues, invoices, and payments. Further, Nemaha County shall be the custodian of all books and records of the Joint Entity. The Fiscal Agent shall follow the County Purchasing Act, Neb. Rev. Stat. §§ 23-3101 to 23-3115, as amended.
- 10.04 SE 911 shall follow the County Purchasing Act, Neb Rev. Stat. §§ 23-3101 to 23-3115, as amended, in all procurements.

ARTICLE 11 ADDITIONAL MEMBERS

- 11.01 Additional PSAP owners may become Members of this Joint Entity upon approval of a simple majority vote of the Committee.
- 11.02 The formula set forth in section 1.14 shall be used to establish the new Member's Ownership Percentage. The Committee may decide to adjust the Ownership Percentage based on remaining useful life of the Common Equipment.
- 11.03 Additional Members may be added by an amendment to this Agreement which shall be approved by the governing bodies of the Members and shall include a recalculation of the Ownership Percentage for all Members. Membership shall become effective on the date that the New Member pays all fees, costs, and other assessments required by the Committee. The revised Ownership Percentage is to become effective upon the new Member joining the Joint Entity. The amount due from the new Member for its Ownership Percentage share of the initial cost of the Common Equipment, and individual PSAP cost shall be calculated immediately and invoices distributed in accordance with other Articles herein.

ARTICLE 12 RESERVE FUND

- 12.01 The Committee may establish a Reserve Fund. Each Member agrees to pay such assessments as may be needed for operations of the Joint Entity and such funds shall be held in the Reserve Fund until appropriated by the Committee.
- 12.02 Any PSAP Equipment costs collected by SE 911 from new Members shall be deposited into the Reserve Fund.
- 12.03 In the event of dissolution or other termination of this Joint Entity, each Member shall receive funds equal to their Ownership Percentage after all costs and liabilities of the Joint Entity, including all costs and expenses of winding up the Joint Entity, have been fully paid. Such payment shall be made in a reasonable time following completion of the dissolution or other termination. This section shall survive dissolution or other termination.

ARTICLE 13 WITHDRAWAL AND TERMINATION

- 13.01 Members may withdraw from the Interlocal Agreement by giving not less than sixty (60) days' notice to the CEO. No withdrawing Member shall be entitled to any distribution of property or money from the Joint Entity.
- 13.02 In the event of the merger or consolidation of two or more Members, the surviving Member shall be assigned all right, title, and ownership interest, including ownership percentage of the merged or consolidated Member(s), however, the surviving Member shall only have one vote.
- 13.03 Any rights to the Common Equipment purchased pursuant to this Agreement shall be forfeited upon the Member's termination except as set forth in section 13.02. Ownership rights to the Reserve Fund and Common Equipment shall pass to the remaining Members of the Interlocal Agreement and the Ownership Percentages for all remaining Members shall be recalculated.
- 13.04 Any rights to the Reserve Fund shall be forfeited upon the Member's termination. Ownership rights to the Reserve Fund shall pass to the remaining Members of the Interlocal Agreement and the Ownership Percentages for all remaining Members shall be recalculated.
- 13.05 If a two-thirds (2/3) majority of the Committee elects to dissolve or terminate this Interlocal Agreement, this Agreement will terminate upon payment of all outstanding or anticipated obligations of any kind and the sale of the Common Equipment, if not previously sold to pay obligations or liabilities. The CEO shall be authorized to assist the Members in winding up the business of the Members herein, including terminating related agreements entered into pursuant to this Interlocal Agreement. The CEO shall offer the Common Equipment to the

Members for purchase at fair market value. If one or more Members desire to purchase the Common Equipment, then the CEO shall obtain an appraisal and shall negotiate a sale of part or all of the Common Equipment to one or more Members, subject to approval by the Committee. If negotiations are unsuccessful, or if no Members express any interest in buying the Common Equipment, or if the sale is not approved by the Committee, then the CEO shall sell the remaining Common Equipment as directed by the Committee. All such sales shall be at fair market value. Following dissolution or termination procedures herein, each Member shall receive funds remaining after winding up the affairs of the Joint Entity equal to their Ownership Percentage. Such payment shall be made in a reasonable time following completion of the dissolution or other termination. This section shall survive dissolution or other termination.

ARTICLE 14 INDEPENDENT ENTITIES

14.01 Each Member and their Committee representative is, and shall remain, an independent entity with respect to all products and services acquired or performed under this Agreement. Each Member shall select the means, method, and manner of performing their respective roles herein. Each Member represents that it has or will secure at its own expense all personnel required in performing their respective services under this Agreement. Any and all personnel of any Member or other contractors or agents performing services for any Member shall not be considered an employee of the Joint Entity or any Member other than the Member employing such employee, contractor, or agent. Any and all claims that may or might arise under the Unemployment Insurance Act, or any other applicable Federal or State law, rule, or regulation on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against any Member or Committee representative, its officers, agents, contractors, or employees shall in no way be the responsibility of any other Member or the Joint Entity. The Members do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

ARTICLE 15 SEPARATE ENTITY

15.01 To the full extent permitted by law, actions by the Members and the Committee pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they shall be deemed a separate single governmental unit for the purposes of liability, all as set forth in Nebraska Interlocal Cooperation Act; provided further that for purposes of the Act, each Member expressly declines responsibility for the acts or omissions of the other Members.

15.02 The liability of each Member is subject to the applicable statutory limits of liability and to all statutory and common law immunities and defenses.

15.03 This section survives any termination of this Agreement.

ARTICLE 16 DATA PRIVACY

16.01 The Members agree to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and/or data, including but not limited to, information made non-public by such laws or regulations. Public records requests shall be honored pursuant to Nebraska law.

ARTICLE 17 NEBRASKA LAWS GOVERN AND SEVERABILITY

17.01 The laws of the State of Nebraska shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations and performance obligations between the Members herein.

ARTICLE 18 ACCESS TO RECORDS

18.01 The Members agree that each Member, the Committee, the State Auditor, or any of their duly authorized representatives shall, at any time during normal business hours, and as often as they may reasonably deem necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, records, documents, and accounting procedures and practices of the Members and the Committee that are relevant to this Agreement and to transactions relating to this Agreement. The Members and the Committee shall maintain these materials and allow access during the period of this Agreement, as well as for a duration consistent with Nebraska State Statute after its termination or cancellation. In addition, all records and transactions shall be available to the public through a public records request under Nebraska law.

ARTICLE 19 MERGER AND MODIFICATION

19.01 It is understood and agreed that the entire agreement between the Members is contained herein and that this Agreement supersedes all oral agreements and negotiations among the Members in creating this Joint Entity. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Members hereto.

19.02 All prior written agreements between the Members related to this subject matter are hereby incorporated as if fully set forth. In the event of a conflict between this Agreement and any prior agreement, this Agreement shall control.

**ARTICLE 20
COUNTERPARTS**

20.01 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement.

**ARTICLE 21
DISPUTE RESOLUTION**

21.01 The Members and the Committee will cooperate to resolve any disputes. Any disputes that cannot be resolved by the Committee may be referred to the top administrative official for each Member of the Committee. Disputes that remain unresolved may be referred to mediation. The Members shall have the right to commence legal action, individually or jointly, against any other Member that fails to fulfill any financial obligations it commits to under this Agreement.

**ARTICLE 22
SUCCESSORS AND ASSIGNS**

22.01 The terms of this Agreement are binding on all successors and assigns. No Member to this Agreement shall be relieved of its financial liability under this Agreement following a merger, acquisition, or assignment, unless approved by a unanimous vote of all representatives in the Committee.

Executed this ____ day of _____, 2015.

ATTEST:

CITY OF LINCOLN, NEBRASKA, a
municipal corporation,

City Clerk

By: _____
Chris Beutler, Mayor of Lincoln

[SIGNATURE BLOCKS]