

**ADDENDUM #2 ADDING THE CITY OF DAVID CITY, THE CITY
OF CRETE, AND BUTLER COUNTY 911 AS PARTIES TO
THE INTERLOCAL AGREEMENT
FOR COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE, AND
RELATED SERVICES BY AND AMONG
THE COUNTIES OF BUTLER, SALINE, SEWARD AND YORK, AND
THE CITIES OF SEWARD, YORK, AND MILFORD**

THIS AGREEMENT made and entered into by and between the Counties of Butler, Saline, Seward, and York and the participating Cities of Seward, York, and Milford, all being political subdivisions of the State of Nebraska, hereinafter referred to collectively as the “Parties” and individually as a “Party” and the City of David City, the City of Crete, and Butler County 911.

WITNESSETH:

WHEREAS the Interlocal Cooperation Act, *Neb. Rev. Stat. §§13-801 et seq.* (Reissue 2012), permits units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS the *Neb. Rev. Stat. §13-801* provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS the Parties have previously entered into a Interlocal Agreement for a joint law enforcement case management system known as Zuercher Technologies LLC (herein “Zuercher”); and

WHEREAS the Zuercher Interlocal Agreement which was fully executed on January 14, 2020 provides for additional agencies to become part of the Zuercher Interlocal Agreement; Specifically, Paragraph 31 provides:

Additional Counties, Cities or Villages may become Parties to this agreement upon acceptance and execution of this agreement, and upon written approval by the governing bodies of all the Parties to this Agreement. It is understood that the addition of another Party(ies), may not have a financial impact on the current Parties (positive or negative) because Zuercher will bill the new Party directly and individually.

WHEREAS, the City of David City desires to enter into the Zuercher Interlocal Agreement as an additional party and be bound to the conditions in the original Zuercher Interlocal Agreement; and

WHEREAS, the City of Crete desires to enter into the Zuercher Interlocal Agreement as an additional party and be bound to the conditions in the original Zuercher Interlocal Agreement; and

WHEREAS, Butler County 911 desires to enter into the Zuercher Interlocal Agreement as an additional party and be bound to the conditions in the original Zuercher Interlocal Agreement; and

WHEREAS, the Parties agree that the City of David City, the City of Crete, and Butler County 911 may be added as additional parties to the Zuercher Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1) The City of Crete (hereinafter CRETE) shall be added as an Additional Party to the Original Zuercher Interlocal Agreement.

2) CRETE shall be subject to the terms and requirements of the Original Zuercher Interlocal Agreement, Zuercher Software License and Service Agreement (herein "Master Agreement") entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement and all Exhibits and Schedules, consisting of 48 pages, are hereby made part of this Interlocal Agreement and incorporated herein by reference.

3) CRETE shall be responsible for payment and shall receive the quantities of the Software, Hardware and Services in the quantities specified in Exhibit C: attached and incorporated into this Agreement by reference.

4) The City of David City (hereinafter DAVID CITY) shall be added as an Additional Party to the Original Zuercher Interlocal Agreement.

5) DAVID CITY shall be subject to the terms and requirements of the Original Zuercher Interlocal Agreement, Zuercher Software License and Service Agreement (herein "Master Agreement") entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement and all Exhibits and Schedules, consisting of 48 pages, are hereby made part of this Interlocal Agreement and incorporated herein by reference.

6) DAVID CITY shall be responsible for payment and shall receive the quantities of the Software, Hardware and Services in the quantities specified in Exhibit C: attached and incorporated into this Agreement by reference.

7) Butler County 911 (hereinafter BUTLER COUNTY 911) shall be added as an Additional Party to the Original Zuercher Interlocal Agreement.

8) BUTLER COUNTY 911 shall be subject to the terms and requirements of the Original Zuercher Interlocal Agreement, Zuercher Software License

and Service Agreement (herein “Master Agreement”) entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement and all Exhibits and Schedules, consisting of 48 pages, are hereby made part of this Interlocal Agreement and incorporated herein by reference.

9) BUTLER COUNTY 911 shall be responsible for payment and shall receive the quantities of the Software, Hardware and Services in the quantities specified in Exhibit C: attached and incorporated into this Agreement by reference.

10) No other parts of the Original Zuercher Interlocal shall be modified by this Addendum #2 to the Interlocal.

Dated this ____ day of _____, 2025

SEWARD COUNTY BOARD OF COMMISSIONERS
Seward, Nebraska

BY: _____
CHAIRPERSON

APPROVED AS TO FORM this ____ day of _____, 2025

(Deputy) Seward County Attorney

Dated this ____ day of _____, 2025

SALINE COUNTY BOARD OF COMMISSIONERS
Wilber, Nebraska

BY: _____
CHAIRPERSON

APPROVED AS TO FORM this ____ day of _____, 2025

Saline County Attorney

Dated this ____ day of _____, 2025

BUTLER COUNTY BOARD OF SUPERVISORS
Wilber, Nebraska

BY: _____
CHAIRPERSON

APPROVED AS TO FORM this ____ day of _____, 2025

Butler County Attorney

Dated this ____ day of _____, 2025

YORK COUNTY BOARD OF COMMISSIONERS
York, Nebraska

BY: _____
CHAIRPERSON

APPROVED AS TO FORM this ____ day of _____, 2025

York County Attorney

Dated this ____ day of _____, 2025

MAYOR OF THE CITY OF YORK
York, Nebraska

BY: _____
MAYOR

APPROVED AS TO FORM this ____ day of _____, 2025

York City Attorney

Dated this ____ day of _____, 2025

MAYOR OF THE CITY OF SEWARD
Seward, Nebraska

BY: _____
MAYOR

APPROVED AS TO FORM this ____ day of _____, 2025

Seward City Attorney

Dated this ____ day of _____, 2025

MAYOR OF THE CITY OF MILFORD
Milford, Nebraska

BY: _____
MAYOR

APPROVED AS TO FORM this ____ day of
_____, 2025

Milford City Attorney

Dated this ____ day of _____, 2025

BUTLER COUNTY 911

BY: _____
CHAIR, BOARD OF SUPERVISORS

APPROVED AS TO FORM this ____ day of
_____, 2025

Butler County Attorney

Dated this ____ day of _____, 2025

MAYOR OF THE CITY OF DAVID CITY
David City, Nebraska

BY: _____
MAYOR

APPROVED AS TO FORM this ____ day of
_____, 2025

David City, City Attorney

Dated this ____ day of _____, 2025

MAYOR OF THE CITY OF CRETE
Crete, Nebraska

BY: _____
MAYOR

APPROVED AS TO FORM this ____ day of
_____, 2025

Crete City Attorney

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