EMERGENCY DISPATCH SERVICES INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2025, by and between Saline County, Nebraska, a body corporate and politic, hereinafter referred to as "Saline County", and the City of Crete, Nebraska, a Municipal Corporation, hereinafter referred to as "Crete".

WITNESSETH:

WHEREAS, Neb. Rev. Stat. Section 18-1707 authorizes Crete to contract with Saline County for services provided by Saline County of a type which Saline County is empowered to perform; and Neb. Rev. Stat. Section 86-440 authorizes a governing body as provided by law to contract with any political subdivision for the administration of 911 services; and

WHEREAS, an Interlocal Cooperation Act Agreement pursuant to neb. Rev. Stat. Section 13-801 et. seq. (1997) is in the best interest of Crete and Saline County; and

WHEREAS, Saline County operates and maintains a 911 System for Saline County for the telephone exchanges also known as Saline County 911 System; and

WHEREAS, Crete desires to contract with Saline County for the operation of an Enhanced 911 System for telephone exchanges within the jurisdiction of the City of Crete, including any relevant interlocal agreements; and,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term. The term of this Agreement shall begin on March 1, 2025 and end on February 28, 2027. This Agreement shall automatically renew for additional two year terms, hereinafter, unless either Party gives notice of termination as outlined in Section 9 below.

2. Enhanced 911 System, Radio Dispatch System, and Computer Aided Dispatch (CAD), Records Management System (RMS) and Mobile (systems contained in field unit vehicles). Saline County agrees to operate and maintain primary Enhanced 911 and radio dispatch systems at 911 S Main St, Wilber, NE 68465 ("Center") and to arrange redundant off-site capabilities. Saline County will also operate CAD and allow Crete access to the information through the Mobile Application. Crete will maintain its own licenses for Central Square Suite RMS and Central Square Mobile. Saline County agrees to utilize these systems to monitor, record, document and receive emergency and non-emergency calls for service originating from Crete's telephone exchanges. Saline County agrees to dispatch appropriate personnel from the Crete Police Department, the Crete Volunteer Fire and Rescue Department, and/or emergency medical services that are located within the corporate limits of Crete and further agrees to maintain associated records and recordings. Saline County agrees to notify other agencies outside of the corporate City limits of Crete (e.g. law enforcement, medical, fire, emergency management and other mutual aid services) as requested.

Crete shall provide at its cost all necessary receiving radio towers and radio equipment for personnel and volunteers in the direct employ or under the direct supervision of Crete, including portable and mobile radios, mobile data computers and pager units, in order for Crete personnel to communicate with the Center. It is understood by Crete that periodic upgrades of such equipment will be necessary in order for such equipment to be compatible with the systems within the Center. It is understood by both parties that the radio traffic from dispatch, fire, and law enforcement shall not be rebroadcast on applications, radios or computers without the consent of both the Saline County Sheriff and City Administrator.

Each agency is to maintain an inventory list to be reviewed and updated annually. Any equipment additions or upgrades would initially be presented to both agencies for discussion to be included in the County's future planning.

3. IT Duties. Saline County agrees to perform technical services necessary to ensure that the Communication Center functions fully and efficiently, including services related to the CAD, RMS, and Mobile Systems as utilized by the City of Crete. Furthermore, Saline County agrees to perform said services with the standard of care and skill customarily provided in the industry for performance of such services.

- 4. **Other Services.** Saline County shall also:
- (a) Receive and process telephone calls transferred from Crete via administrative lines.
- (b) Make the NCIC/NCIS service located at the Center available to Crete law enforcement officials so long as the requirements for access to this service are complied with.
- (c) Activate Crete's tornado sirens during monthly tests and when tornado warnings are warranted.
- (d) Inform Crete Police Department and/or Crete Volunteer Fire and Rescue Department command officer(s) of significant incidents, pursuant to mutually agreed upon procedures.
- (e) Conduct pager testing pursuant to mutually agreed upon procedures.
- (f) Page members of the Crete Volunteer Fire and Rescue Department and ambulance attendants for the Crete Transfer Ambulance.
- (g) Provide Crete with available copies of audio recordings of radio and telephone communications upon request.
- Permit Crete to interface with Saline County's RMS (Currently Central Square Suite) and Central Square Mobile through appropriate permissions and mutually agreed upon procedures. Crete will grant the same permissions to Saline County.
- (i) Crete will maintain its own licensing for Central Square RMS and Mobile.

5. Crete Fee. Crete agrees to pay the following amounts for services described in Paragraphs 2 and 3:

(a) Crete agrees to pay a fee to Saline County for the period beginning on April 1, 2025 of \$62,500.00, to be paid in two installments of \$31,250 on or before April 1, and July 1, 2025.

(b) After Crete parts with Southeast 911 on September 30, 2025, Crete agrees to pay the annual sum of \$200,000 to Saline County for services outlined in this agreement. This sum will be paid in quarterly installments of \$50,000 on or before October 1st, January 1st, April 1st and July 1st. Upon renewal either party can request to negotiate a new annual fee.

(c) If at the end of two years, the parties decide to terminate this agreement, Crete agrees to pay an additional Two Hundred Thousand Dollars (\$200,000) to reimburse Saline County for costs incurred in the agreement.

6. No Joint Property. Saline County and Crete agree that there will be no property jointly owned between them to be disposed of at the termination of this agreement.

7. **Procedures.** Having direct managerial control of the Center, the Saline County Sheriff shall establish policies and procedures for dispatch services and oversee personnel employed within the Center, with consideration given to recommendations of the Crete Police Chief and City Administrator. The Saline County Sheriff shall provide written notice of changes which will impact the operation of the City's systems.

8. Liability. Crete shall save and hold harmless Saline County from all losses, claims, and damages arising out of the negligent or intentional acts or omissions of Crete or its agents or employees in the performance of this Agreement. Likewise, Saline County shall save and hold harmless Crete from all losses, claims, and damages arising out of the negligent or intentional acts or omissions of Saline County or its agents or employees in the performance of this Agreement.

9. Alterations. This agreement may be terminated by either Saline County or Crete by giving the other party notice thereof one hundred and eighty (180) calendar days before the beginning of the next two-year term. Such notice shall be in writing and shall reference a resolution duly passed by the respective governing body requesting such termination. This agreement may be amended at any time with the written authority of the local governing bodies of both Saline County and Crete.

Attest:

SALINE COUNTY, NEBRASKA

County Clerk

Saline County Commissioner Chair

City of Crete, Nebraska

City Clerk

Mayor, Crete, Nebraska