RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING AMONG DOUGLAS COUNTY NEBRASKA, WASHINGTON COUNTY NEBRASKA, SARPY COUNTY NEBRASKA, OMAHA PUBLIC POWER DISTRICT, AND POTTAWATTAMIE COUNTY IOWA TO PROVIDE FOR DUAL SERVICE REDUNDANCIES

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. § 13-801 et seq., enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services, and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities; and,

WHEREAS, Douglas County, Nebraska, Washington County, Nebraska, the Omaha Public Power District, and Pottawattamie County, Iowa have previously entered into an Interlocal Agreement dated January 9, 2018, for the purposes of sharing certain master site equipment, maintenance services, and land mobile communication systems; and,

WHEREAS, participating in such sharing agreement will provide for dual service redundancies for Sarpy County’s mobile radio systems and will be consistent with Sarpy County Resolution 2014-103, Intent Regarding Joint and Cooperative Communications; and,

WHEREAS, in order to participate within the such sharing agreement, certain upgrades will be required to Sarpy County’s current radio core; and,

WHEREAS, it is in the best interests of the citizens of Sarpy County to enter into a Memorandum of Understanding outlining the terms and conditions of such sharing agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves the Memorandum of Understanding among Douglas County, Nebraska, Washington County, Nebraska, Sarpy County, Nebraska, Omaha Public Power District, and Pottawattamie County, Iowa to Provide for Dual Service Redundancies.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 17th day of July, 2018.

Attest

Sarpy County Board Chairman

County Clerk Chief Deputy
MEMO

To: Chairman Don Kelly and the Sarpy County Board
From: William Muldoon, Director
cc: Deb Houghtaling, Dan Hoins, Brian Hanson, Stu DeLaCastro
Date: July 17, 2018

RE: MOU to work collaboratively to plan and implement the integration of Sarpy County’s mobile radio system with the Omaha Regional Interoperable Network (ORION)

Before you today is a non-binding Memorandum Of Understanding to indicate Sarpy’s objective to join the Omaha Regional Interoperable Network (ORION); whose members are currently Douglas, Washington, Pottawattamie Counties and the Omaha Public Power District (OPPD). The MOU expresses our intent to become a full member of ORION by sharing our radio core and in doing so, entering into an agreement to share certain master site equipment and maintenance services in each other’s land mobile communication systems. A more detailed inter-local and operating agreement will follow.

The advantages of doing this is to add Dynamic System Resilience (DSR) to our current operations for the following reasons:

- Dynamic System Resilience (DSR) provides for continuity of operations in the event of a prolonged power outage, equipment failure, or physical damage to a primary radio core and is a proven way to achieve geographic redundancy. DSR enables automatic switchover to a backup core to assure delivery of the same high level of radio availability, reliability, and network management.

- The DSR connection is an important step in the implementation of the Virtual Consolidation of the Sarpy and Douglas County Communication systems as referenced in County Board Resolution 2014-103. Our cost has been estimated to be up to $300,000—largely to update our core from a M2 to a more robust M3 that would handle the additional load while maintaining our current level of service—which has been requested in our 2018/2019 budget.
MEMO

- We have an opportunity to implement this plan now by joining the ORION group as the ORION group members have available funds to apply to this project. In doing this, we contribute our radio Core Master Site to the overall ORION regional system and provide the system with radio core redundancy. Our radio core would remain physically located in Sarpy County and under our control.

Thank you for your consideration. As I mentioned earlier, a full inter-local agreement will be presented for your consideration before the actual DSR conversion takes place.
MEMORANDUM OF UNDERSTANDING
AMONG

DOUGLAS COUNTY, NEBRASKA
AND
WASHINGTON COUNTY, NEBRASKA
AND
SARPY COUNTY, NEBRASKA
AND
OMAHA PUBLIC POWER DISTRICT
AND
POTTAWATTAMIE COUNTY, IOWA

PARTIES

A. County of Douglas, Nebraska ("Douglas County") is a political subdivision of the State of Nebraska with the power and authority to make all contracts necessary and incident to the management of the interests of the county.

B. County of Washington, Nebraska ("Washington County") is a political subdivision of the State of Nebraska with the power and authority to make all contracts necessary and incident to the management of the interests of the county.

C. County of Sarpy, Nebraska ("Sarpy County") is a political subdivision of the State of Nebraska with the power and authority to make all contracts necessary and incident to the management of the interests of the county.

D. Omaha Public Power District ("OPPD") is a public corporation and political subdivision of the State of Nebraska.

E. County of Pottawattamie, Iowa ("Pottawattamie County") is a political subdivision of the State of Iowa with the power and authority to make all contracts necessary and incident to the management of the interests of the county.

PURPOSE AND INTENT

A. Douglas County, Washington County, OPPD and Pottawattamie County have entered into that certain Interlocal Cooperation Agreement dated __________, 2018 (the "Interlocal Agreement"), whereby the parties thereto agreed to share certain master site equipment and maintenance services and share each party's land mobile communication systems pursuant to and in accordance with the terms and conditions of such Interlocal Agreement.

B. This Memorandum of Understanding ("MOU"), while not a legally binding document, does indicate a voluntary agreement among each of the parties listed in Section I (the
"Parties") to work collaboratively in order to plan and implement the integration of Sarpy County's mobile radio system with the other Parties' systems in order to provide for dual service redundancy for all Parties (the "DSR Project").

C. The parties intend to cooperate with each other in financing, designing, and managing the DSR Project and integrating Sarpy County into the Interlocal Agreement.

Now, therefore, in consideration of the foregoing and the promises, mutual covenants and agreements of the Parties contained herein, the Parties hereby agree as follows:

**TERMS AND CONDITIONS OF THE PROJECT**

A. **Project Schedule**

The Parties agree to fully cooperate using their best efforts and share information as to the financing, design, and management of the DSR Project in order to come to agreement on an acceptable time schedule.

B. **Cost Sharing Understandings**

1. Sarpy County agrees to pay up to Three Hundred Thousand and 00/100 Dollars ($300,000) for licensing costs, core upgrade costs and ancillary efforts associated with the integration of Sarpy County's existing master site equipment with the other Parties' current master site equipment and associated systems.

2. Each of the other Parties agree to share the balance of the implementation costs associated with and attributable to the DSR Project using the following cost allocation formula:

   - OPPD: 55% of the relevant costs
   - Douglas County: 20% of the relevant costs
   - Pottawattamie County: 20% of the relevant costs
   - Washington County: 5% of the relevant costs.

3. Notwithstanding the foregoing, each party to this MOU will be responsible for the cost of its own legal counsel to negotiate and approve this MOU and any and all agreements associated with the DSR Project.

**MISCELLANEOUS PROVISIONS**

A. This MOU is not intended to confer any right upon any private person or entity.

B. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting the statutory or regulatory rights and duties of the Parties.
C. This MOU does not itself authorize nor does it require the expenditure or reimbursement of any funds. Nothing in this MOU obligates the Parties to expend any funds or enter into any contract or other obligations.

IMPLEMENTATION

For the duration of this MOU, the Parties agree to conduct monthly reviews of the implementation of this MOU.

TERMINATION; NOTICE

C. This MOU shall continue in effect until either (1) financing, design, and management of the DSR Project are completed, or (2) this MOU is superseded by an alternative agreement between the same Parties, or (3) this MOU is explicitly terminated by any party with sixty (60) days’ written notice to all other Parties.

D. Although non-binding, this MOU represents a voluntary and tacit agreement upon which the Parties may rely. For that reason, termination of this MOU requires sixty days’ written notice by any Party to the other Parties. Written notice shall be provided to the following authorized representatives of the Parties:

To Douglas County:          David Sleeter
                              3603 N. 156th Street
                              Omaha, NE 68116
To Washington County:       Phil Brazelton
                              1535 Colfax Street
                              Blair, NE 68008
To Sarpy County:            William Muldoon
                              1210 Golden Gate Drive
                              Papillion, NE 68046
To OPPD:                    David Whisinnand
                              4302 Jones Street
                              Omaha, NE 68105
To Pottawattamie County:    Robert Anderson
                              227 S. 6th Street
                              Council Bluffs, IA 51501
Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt. A Party may change the designated person or notification address information provided at any time by providing written notice to the other Parties.

AGREEMENT AND MODIFICATION

The provisions of this MOU are effective on the date of signature and the Parties can only modify the MOU by an amendment executed by all of the Parties.

The undersigned hereby agree that this document represents the understandings between them.

DOUGLAS COUNTY, NEBRASKA

By: P.C. Morgan
Name: P.C. Morgan, Vice Chairman

WASHINGTON COUNTY, NEBRASKA

By: Philip E. Brazas, Jr.
Name: Philip E. Brazas, Jr.
Title: Assn. Washington Co. GA

SARPY COUNTY, NEBRASKA

By: Donald L. Kelly
Name: Don Kelly
Title: Chairman

OMAHA PUBLIC POWER DISTRICT
By: David Whisenand
Name: David Whisenand
Title: Manager Data Transport Services

POTTAWATTAMIE COUNTY, IOWA

By: [Signature]
Name: Robert Anderson
Title: Director

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