

**INTERLOCAL AGREEMENT FOR
COOPERATIVE DEVELOPMENT AND USE OF THE
NEBRASKA REGIONAL INTEROPERABILITY NETWORK**

1. Parties. The parties to this Agreement are Nebraska Public Agencies that are signatories hereto.
2. Recitals. This Agreement is based upon certain understandings and furtherance of certain purposes, as follows:
 - 2.1 The Interlocal Cooperation Act of the State of Nebraska (Neb.Rev.Stat. 13-801 et.seq. and all amendments thereto) enables separate political subdivisions of Nebraska to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities.
 - 2.2 The equipment for the Nebraska Regional Interoperability Network (NRIN), comprised of microwave and other methods of data communications, has been procured and installed to connect the parties.
 - 2.3 NRIN will benefit the parties by allowing information to be shared among emergency and communications centers on a real time, on demand, basis to help mitigate an emergency that threatens any location.
 - 2.4 NRIN will allow multi-jurisdictional, multi-disciplinary interoperability to ensure a competent level of local, regional, and statewide prevention, communication, cooperation, and coordination for an all-hazards incident necessary to execute a wide range of incident management operations.
 - 2.5 The parties agree that an NRIN Governing Board is necessary to effectively and efficiently operate NRIN.
3. Definitions.
 - 3.1 Act means the Interlocal Cooperation Act, Neb.Rev.Stat. §§13-801 et. seq and all amendments thereto.
 - 3.2 Agreement means this Agreement creating the Nebraska Regional Interoperability Network
 - 3.3 Board means the NRIN Governing Board
 - 3.4 Director means a person serving on the NRIN Governing Board
 - 3.5 Member means a Public Agency that is a party to this Agreement
 - 3.6 NRIN means the Nebraska Regional Interoperability Network which provides data connectivity for public safety voice and data interoperability.
4. Creation. The undersigned Public Agency hereby joins with other signatory Public Agencies to create the NRIN with all the rights, powers, and privileges allowed under the Act.
5. Purposes. The purpose of this Agreement is to establish NRIN and an NRIN Governing Board (Board) to govern, manage, and coordinate NRIN to support public safety communications in Nebraska.

6. Duties. The Board shall establish policies to ensure quality of service standards, priority of service, data replication and backup, security standards, equipment and replacement standards, maintenance standards, allocation of bandwidths, monitoring and testing standards, and other operational areas necessary for the effective and efficient operation of NRIN. The Board may enter into contracts for monitoring, management, and maintenance of NRIN; expertise to advise the Board in fulfilling its duties; leases for towers that support NRIN equipment; NRIN usage by non-members; administrative functions to support the Board in fulfilling its duties; and other functions for the effective and efficient operation of NRIN. At least quarterly, the Board shall review NRIN use including traffic flow, usage patterns, and outages and make policy changes to improve NRIN functioning. The Board may establish bylaws, subcommittees and working groups necessary to fulfill its duties.
7. Property Ownership. The Board, through documented resolution, will determine ownership of any personal or real property acquired for purposes of furthering the goals and objectives of the Agreement. The Public Agency owning the property will be responsible for ensuring the property is either insured against damage or theft, or that the Public Agency is financially responsible for the property if it is damaged or stolen.
8. Financial Plan. The Board shall develop a financial plan identifying resources for sustainment of NRIN. Prior to the first day of the fiscal year, the Board shall project expenses to effectively operate NRIN, project other revenue sources, and assess costs of the Members.
9. Election of Board. The Board shall consist of 16 elected Directors, two Directors representing each of the eight Planning Exercise and Training Regions established by the Nebraska Emergency Management Agency as follows:
 - 9.1 An initial Development Committee shall be appointed as a working group of the Nebraska Public Safety Communications Committee formed under Executive Order No. 12-01, 2012. The purpose of the Development Committee is to recommend to the Members, candidates for election to the Board. The Development Committee shall also develop procedures for voting and filling vacancies. Once the Board is elected, the Development Committee shall be a committee of the Board.
 - 9.2 Each Member shall have one vote and will vote only for candidates who represent the region containing the public agency.
 - 9.3 Directors shall be elected for a three year term of office. Directors may be re-elected for any number of terms. Directors shall serve staggered terms to promote stability and continuity.
10. Withdrawal. A Public Agency may withdraw from participation as a Member to the Agreement by written notice of termination evidenced by legally adopted resolution of the Member's governing body. All personal and real property acquired under the Agreement and owned by the withdrawing Public Agency shall be transferred to NRIN upon the effective date of withdrawal.
11. Term. This Agreement shall become effective upon passage of the attached Resolution for each Public Agency and extend through December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolution.

RESOLUTION

WHEREAS, The Interlocal Cooperation Act of the State of Nebraska (Neb.Rev.Stat. 13-801 et.seq. and all amendments thereto) enables separate political subdivisions of Nebraska to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities.

WHEREAS, Keith County, Nebraska believes it is in the best interest of its citizens to join with other Nebraska Public Agencies participating in the Nebraska Regional Interoperability Network

WHEREAS, the Nebraska Regional Interoperability Network is established by Public Agencies for the benefit of Nebraska citizens and allows information to be shared among emergency and communications centers on a real time, on demand, basis to help mitigate an emergency that threatens any location.

THEREFORE BE IT RESOLVED, that the Keith County Board hereby:

1. Approves the document entitled "Agreement", and
2. Enters into the Agreement for the formation and participation in the Nebraska Regional Interoperability Network for the period 11/16/2010 through 12/31/2025, and
3. The Chairman of the Keith County Board is hereby authorized to execute the Agreement on behalf of the Public Agency following passage and approval of this Resolution.

PASSED AND APPROVED this 16th day of November, 2010

Attest:

Keith County Board

Sandra K. Deaton

County/City Clerk

By: C.W. Battell

Chairman/Presiding Officer