INTERLOCAL AGREEMENT #2
FOR COOPERATIVE PUBLIC SAFETY SOFTWARE, HARDWARE, AND RELATED SERVICES BY AND AMONG
THE COUNTIES OF BUTLER, SALINE, SEWARD, YORK, AND FILLMORE
AND THE CITIES OF MILFORD, YORK, SEWARD, CRETE, AND DAVID CITY

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

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, 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, as used herein, the term “Party” shall refer to the binding governing body of a political subdivision, generally a County Board of Commissioners, County Board of Supervisors, or City Council. The term “agency” shall refer to an individual department or division falling under the authority and control of a Party. Collectively, “Parties” and “agencies” shall be referred to as “participants”; and

WHEREAS, in 2019, multiple agencies in the State of Nebraska wished to collaborate in a joint law enforcement case management system; and

WHEREAS, the law enforcement case management system was submitted for sealed bids through a legal Request for Proposals (herein "RFP") pursuant to Nebraska State Statute, and the most cost-efficient case management system that met the requirements of the RFP was Zuercher Technologies LLC; and

WHEREAS, TriTech (now CentralSquare) offered qualifying member agencies access to IQ Search and CrimeMapping.com limited services as part of the Zuercher Suite Package; and

WHEREAS, the cost of the joint law enforcement case management system contract price provided by Zuercher Technologies LLC (now CentralSquare, hereinafter "CentralSquare") was cost prohibitive if purchased by one individual agency but cost effective if purchased and maintained as a joint endeavor; and

WHEREAS, the original agencies desired to enter into an interlocal agreement to clarify the obligations of the Parties to the interlocal agreement; and

WHEREAS, an interlocal agreement was fully executed on January 14, 2020 creating a joint law enforcement case management system consisting of the following Parties: Seward County (agencies: Seward County Sheriff, Seward County 911, and Seward County Attorney), the City of Seward (agency: Seward Police Department), Saline County (agency: Saline County Sheriff), Butler County (agency: Butler County Sheriff), York County (agencies: York County Sheriff and York County 911), and the City of York (agency: York Police Department), collectively “Founding Parties”; and

WHEREAS, the Founding Parties agreed that the Seward County 911 Communications Center would be the hosting agency and production site;

WHEREAS, the implementation cost was borne by the Founding Parties on a pro-rata basis;

WHEREAS the City of Milford (agency: Milford Police Department) was added by Addendum #1 executed on or about January 17, 2023; and

WHEREAS the City of David City (agency: David City Police Department), the City of Crete (agency: Crete Police Department), and Butler County (additional agency: Butler County 911) were added by Addendum #2, executed on or about June 30, 2025; and

WHEREAS the Parties extended the term of the original Interlocal Agreement by an additional six (6) months by Addendum #3 executed in January 2026;

WHEREAS the County of Fillmore (agency: Fillmore County Sheriff) was added by Addendum #4, executed on or about May 5, 2026;

WHEREAS the City of Milford, the City of David City, the City of Crete, Butler County, and Fillmore County each subsequently entered into a Service Agreement with Central Square ("Service Agreements") which sets out the terms of service and, inter alia, states that they are subject to the terms and requirements of the CentralSquare Software License and Service Agreement (herein "Master Agreement") entered into by the County of Seward, Nebraska on March 19, 2019; and

WHEREAS the Parties desire to continue the joint law enforcement case management system consisting of the following Parties: Seward County, City of Seward, Saline County, Butler County, City of Milford, York County, City of York, City of David City, City of Crete, Fillmore County.

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

1. PURPOSE. The purpose is to maintain a joint system for providing public safety software, hardware, and related services through/by CentralSquare, and mutual access and payment arrangements between the Parties. This Agreement supersedes and replaces are prior interlocal agreements and addenda related to the subject matter herein.

2. TERM. This agreement shall be valid upon execution by all parties and shall have a term of five years, commencing June 1, 2026. The term may be renewed or extended by written agreement of all parties. If the term is not renewed or extended, all parties shall cooperate to wind down their involvement in this joint undertaking in a timely and orderly fashion, and each party shall be responsible for the costs of transitioning their data to a new system of their choice.

3. MASTER AGREEMENT. All Parties are subject to the terms and requirements of the CentralSquare Software License and Service Agreement entered into by the County of Seward, Nebraska on March 19, 2019. The Master Agreement, including all Exhibits and Schedules, and all subsequent amendments thereto, are hereby made part of this Interlocal Agreement as Exhibit "A" and incorporated herein by reference.

4. STATEMENT OF WORK. Each Party will be provided software, hardware and services as outlined in the Master Agreement and/or related Service Agreements.

5. SHARE. Each Party will receive the quantities of the Software, Hardware and Services in the quantities specified in the Master Agreement and/or related Service Agreements.

6. PAYMENT. Each Party shall provide payment for their proportionate share of the software, subscriptions, hardware, services, and maintenance directly to CentralSquare.

7. ANNUAL MAINTENANCE. Each Party will be responsible for the payment of their proportionate share of the annual maintenance costs as provided for in the Master Agreement and/or related Service Agreements. CentralSquare will invoice each Party prior to the end of the applicable annual maintenance term. The annual maintenance fee may increase by an amount set by CentralSquare.

8. INTERFACES. All costs related to CentralSquare's implementation of the interfaces are represented in the Master Agreement and/or related Service Agreements. Any third-party costs or charges incurred related to the implementation of the interfaces will be the responsibility of the individual Party requiring the additional third-party costs or charges.

9. DATABASE RECORDS. No Party shall allow any other individual, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the serve or database except as provided for in CentralSquare Documentation.

10. DATA CONVERSION. The Master Agreement and/or related Service Agreements sets the costs and requirements for data conversion for each Party. Any additional module conversion that is required shall be at an additional cost to the individual Party requesting the additional module conversion.

11. HARDWARE. Each Party is responsible for the physical installation of the hardware required for operating CentralSquare Software and networking within the Party's jurisdiction. The minimum hardware requirements and proportion of payments are set forth in the Master Agreement and/or related Service Agreements.

12. PROGRAM MANAGER/USER GROUP. A Program Manager shall be appointed to serve as the primary point of contact for CentralSquare. The Program Manager shall meet regularly with representatives from the agencies who are familiar with the implementation and use of the systems and services under this Agreement, which shall be referred to as the "User Group" herein, to discuss technical issues and administration of this Agreement. Each agency may designate one or more representatives to the User Group. The User Group shall appoint the Program Manager.

13. TRAINING. Each Party is responsible for attending training and utilizing the training resources that are set forth in the Master Agreement.

14. UPDATES. Each Party acknowledges that software updates will be provided on an as available basis for bug fixes and product enhancements. Updates not included are platform extensions or new functions such as new modules, components, products, or applications.

15. GENERAL SUPPORT. CentralSquare will provide phone and email support for the Software and will maintain a support center database to track any reported issues pursuant to the Master Agreement. SUPPORT DOES NOT INCLUDE CUSTOM PROGRAMMING OR TRAINING. Each Party will be responsible for their own IT needs and Seward County is not responsible for IT needs of the other Parties due to its role as Host Agency. CentralSquare will maintain the Server Hardware necessary to host the Software; it is expressly understood that this does not include any hardware except server hardware. Each Party shall be responsible for their own expenses for configuring, updating, and/or installing systems on

the individual Party's IT network. The Host County is not responsible for extra costs by nature of being the Host Party.

16. ACCESS. Each Party shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations and will ensure that CentralSquare Suite servers are always directly network accessible to CentralSquare via SSH.

17. SECURITY. Each Party is responsible to provide all physical security and is responsible for securing their own network.

18. MAINTENANCE AGREEMENT. Each Party is responsible for complying with the Maintenance Agreement contained in the Master Agreement and/or their Agency's Service Agreement, to include but not limited to, providing hardware and operating systems, high speed connections, remote connectivity, firewall, and an email account for correspondence with CentralSquare.

19. HOST SITE. Seward County 911 will remain as the Host Site for Server Hardware, and York County 911 will be the backup Host Site.

20. TECHNICAL SYSTEM ADMINISTRATOR. The Technical System Administrator is appointed by the Parties and is currently designated as Soarin Group of Lincoln, Nebraska. The Technical System Administrator will be the primary point of contact between the parties and CentralSquare for systemwide issues and must be available at all times and possess the appropriate technology, public safety knowledge, and skills to serve as a System Administrator. This does not preclude any agency from utilizing their own local system administrator to resolve local issues, providing the Project System Administrator has verified that any local system administrator possesses the appropriate technology, public safety knowledge, and skills to serve in that capacity, including CJIS qualification.

21. UNAUTHORIZED ACCESS. Unauthorized access to the CentralSquare case management system must be reported to the Technical System Administrator within 24 hours. The Technical System Administrator shall promptly notify CentralSquare.

22. AUTHORIZED USERS. Each Party will assign a Client Administrator to manage end user access and passwords. Each Party shall comply with the access and password requirements for the authorized users as set forth in the Master Agreement and/or the Agency's Service Agreement. Each Party will notify the Technical System Administrator of the individual Party's Client Administrator.

23. GOOD FAITH. Each Party will act in good faith to not breach any terms of the Master Agreement and/or related Service Agreements and adversely impact the other Parties.

24. ASSIGNMENT. No Party may transfer or assign their rights or obligations under this Interlocal Agreement without the express written permission of the other Parties to this Agreement.

25. TERMINATION AND WITHDRAWAL. Any Party or individual agency may withdraw from this Agreement and terminate its involvement at any time, with or without cause, upon providing to the non-withdrawing Parties written notice of such withdrawal given not less than sixty (60) days prior to the effective date of the withdrawal. In the event of withdrawal or termination prior to the term of this Interlocal, the withdrawing participant shall not receive a refund of any monies paid and any remaining share of the maintenance or other costs due through the term of the Agreement shall become immediately due and payable. Specifically, termination from the Agreement does not diminish the Party's obligation to pay any committed share of maintenance or other costs. A withdrawing participant is entitled to a copy of its own criminal justice data upon request for final export of its data presented to the Program Manager an

agreed-upon format. The withdrawing participant shall be solely responsible for all costs associated with the transition. This includes but is not limited to third-party vendor fees for data extraction, labor costs necessary to facilitate the transfer, and purchase and implementation of new software or systems for the withdrawing participant.

26. RELATIONSHIP. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their respective employees for all salary and benefits. The employees of one Party shall not be entitled to any salary, wages, or benefits from any other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each Party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

27. NO SEPARATE ENTITY. There shall be no separate legal entity created through this Interlocal Cooperation Agreement.

28. PROPERTY. Any property acquired or made available by any Party to this Agreement for the purposes of this Agreement shall remain the property of the Party acquiring or making such property available and shall be disposed of by such Party as provided by law, regulation, or ordinance governing the same.

A. Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing Party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly-held property.

B. Any property to be purchased and jointly held by the Parties, pursuant to this agreement, shall be purchased pursuant the County Purchasing Act, Neb. Rev. Stat. §23- 31 01 et. seq.

C. Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties financial contributions toward the purchase and maintenance of any such property.

D. An inventory of all property jointly held, and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months, shall be provided to the County or City Clerk of each Party on or prior to April 1 of each year.

29. ADDITION OF PARTIES. Additional counties, cities, or villages may become parties to this Agreement upon unanimous written approval by the Parties. It is understood that the addition of any other Party will not have a financial impact on the current Parties (positive or negative) as CentralSquare will bill the new Party directly and individually.

A. Application to Join. A county, city, or village, or agency thereof, seeking to become a party to this Agreement after its effective date shall submit a written request to the Program Manager describing the agency, its intended use of the Law Enforcement Case Management System ("System"), and the proposed date of participation. The application shall be approved and signed by the governing body of the applicant.

B. User Group Recommendation. The Program Manager shall solicit input from the User Group whether to approve or deny the application.

C. Party Review and Approval. The Program Manager shall then promptly circulate the application and the User Group's recommendation to the governing bodies of all Parties for review. The applicant shall not be added as a new Party until execution of an addendum to this Agreement by the governing body of all participating Parties.

D. Execution and Effective Date. No Party shall be deemed added, nor shall the Technical System Administrator activate access or services, until an addendum to this Agreement has been fully executed by all Parties and the Technical System Administrator has verified that the proposed agency or agencies' hardware, software, network infrastructure, and security systems are adequate, compatible, and fully functional for participation.

E. Membership List. The Program Manager shall maintain an official list of all Parties and their agencies to this Agreement and the effective date of each Party's participation. The Program Manager shall notify the Technical System Administrator and all Parties of any additions or withdrawals.

30. AMENDMENT OR MODIFICATION. Any proposed amendment or modification to this Agreement is subject to approval of the written addendum or amendment by the governing boards for all Parties.

31. COSTS. Costs incurred in the administration of, and for the benefit of, this Agreement that cannot be specifically attributed to a particular Party will be reviewed and allocated by recommendation from the Program Manager in consultation with the User Group. If a Party disagrees with any particular cost allocated to them by the Program Manager, they may either (a) request the Parties reallocate the cost by written approval of the governing boards for all Parties or (b) withdraw from this Agreement pursuant to Section 25.

32. NO SHARED ACCESS TO DATA. Nothing in this Agreement shall be construed to grant any Party access to the law enforcement databases, records, or information systems of another Party. Each Party shall retain exclusive custody, control, and responsibility for its own data. The agency Representative shall configure, manage, and maintain the system in a manner that prevents undesired cross-access to Parties' data. Any exchange of information between Parties shall occur only through lawful requests or established procedures independent of this Agreement and in compliance with all applicable federal and state laws, confidentiality requirements, and data security standards.

33. EFFECTIVE DATE. This agreement shall become effective for each Party when the governing body of that Party executes this agreement.

34. INDEMNIFICATION. Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Parties and their principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any

judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require any Party to indemnify or hold harmless any other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

35. DISPUTE RESOLUTION. Any dispute arising out of or relating to this Agreement between Parties shall be reduced to writing and delivered to all other Parties. As soon as possible thereafter, the Parties' authorized representatives shall schedule a face-to-face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the commencement of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, a Party may commence legal action against the other Party.

36. LEGAL COMPLIANCE. Parties to this Agreement shall conform with all existing and applicable city ordinances, county resolutions, state, local and federal laws, and all existing and applicable state and federal rules and regulations.

37. LIABILITY. No Party shall, by reason of this Agreement, have any liability for claims brought by third parties against the Parties other than the obligation to pay fees as provided in this Agreement.

38. SEVERABILITY. If any portion of this Agreement is held invalid, such portion shall be severed, and the remainder shall continue if it conforms to the requirements of applicable law.

39. APPLICABLE LAW/ VENUE. Nebraska law will govern the terms and performance under this Agreement. If any Party or Parties bring(s) against another Party or Parties any proceeding arising out of this Agreement, the Party or Parties may bring that proceeding against the other Party or Parties only and exclusively in the Seward County District Court in Seward, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

40. DRUG FREE POLICY. The Parties agree to establish and maintain a drug free workplace policy.

41. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the administrative entity.

42. AUTHORITY. The undersigned represent that each has the authority to bind the respective public body to this Agreement and that any and all actions on the part of any governing body, committee, elected official, or officer has been taken to authorize the execution of this Agreement. The undersigned further warrant that this Agreement does not conflict with the terms of any other contract to which it is bound or any Constitution, Bylaws or other document governing the activities of the respective Parties.

43. MISCELLANEOUS. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior contracts, agreements, arrangements, and understandings related to the subject matter hereof. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and assigns. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the Parties. The opening recitals in this Agreement are incorporated into and agreed upon as terms of the Agreement.

[Remainder of page left blank intentionally. Signature pages follow.]

Dated this _____ day of _____, 2026.

SALINE COUNTY BOARD OF COMMISSIONERS
WILBER, NEBRAKSA

By: _____
Chairperson

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
Saline County Attorney

Dated this _____ day of _____, 2026.

SEWARD COUNTY BOARD OF COMMISSIONERS
SEWARD, NEBRAKSA

By: _____
Chairperson

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
Seward County Attorney

Dated this _____ day of _____, 2026.

BUTLER COUNTY BOARD OF COMMISSIONERS
DAVID CITY, NEBRAKSA

By: _____
Chairperson

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
Butler County Attorney

Dated this _____ day of _____, 2026.

YORK COUNTY BOARD OF COMMISSIONERS
YORK, NEBRAKSA

By: _____
Chairperson

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
York County Attorney

Dated this _____ day of _____, 2026.

FILLMORE COUNTY BOARD OF SUPERVISORS
GENEVA, NEBRAKSA

By: _____
Chairperson

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
Deputy Fillmore County Attorney

Dated this _____ day of _____, 2026.

MAYOR OF THE CITY OF CRETE
CRETE, NEBRAKSA

By: _____
Mayor

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
Crete City Attorney

Dated this _____ day of _____, 2026.

MAYOR OF THE CITY OF SEWARD
SEWARD, NEBRAKSA

By: _____
Mayor

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
Seward City Attorney

Dated this _____ day of _____, 2026.

MAYOR OF THE CITY OF DAVID CITY
DAVID CITY, NEBRAKSA

By: _____
Mayor

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
David City City Attorney

Dated this _____ day of _____, 2026.

MAYOR OF THE CITY OF MILFORD
MILFORD, NEBRAKSA

By: _____
Mayor

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
Milford City Attorney

Dated this _____ day of _____, 2026.

MAYOR OF THE CITY OF YORK
YORK, NEBRAKSA

By: _____
Mayor

APPROVED AS TO FORM

Dated this _____ day of _____, 2026.

By: _____
York City Attorney