

**INTERLOCAL AGREEMENT FOR
EMERGENCY MANAGEMENT SERVICES**

May 2018

This agreement is made by and between the County of Nance, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as "Nance", the County of Merrick, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as "Merrick", and the County of Boone, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as "Boone".

WITNESSETH:

WHEREAS, Neb. Rev. Stat. 13-804 provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state may be exercised and enjoyed jointly with any other public agency of this State and that any agency of state government, when acting jointly with any public agency, may exercise and enjoy all the powers, privileges, and authority conferred by the Interlocal Cooperation Act upon a public agency; and

WHEREAS, the purpose of this agreement is to make the most efficient use of each county's taxing authority and other powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the safety and wellbeing of the residents of Nance, Merrick, and Boone.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows,

1. Purpose. The purpose of the agreement is to establish an agreement between Nance, Merrick, and Boone in regards to a contract for Emergency Management Services, and to employ a Region 44 Emergency Management Coordinator, hereinafter referred to as "emergency manager" to serve all three counties.
2. Duration. This contract will begin July 1, 2018 and remain in effect through June 30th, 2024, unless the parties hereto agree in writing to modify, extend or terminate this agreement prior to that time.
3. Organization. There shall be no separate legal or administrative agency created pursuant to this Interlocal Cooperation Agreement, but rather it is the intent of the parties to cooperate in employing an emergency manager to serve the needs of Nance, Merrick, and Boone Counties.
4. Employment. Nance, Merrick, and Boone will oversee the hiring of the emergency manager and agree on the emergency manager's salary. The emergency manager shall be considered an employee of Nance County for the purposes of this agreement, and shall be subject to the rules outlined in the Nance County Employee Handbook and shall be entitled to the benefits of health insurance, vacation, holidays, sick leave, funeral leave, etc. as outlined therein and as accorded to other Nance County employees. The emergency manager is expected to split time between Nance, Merrick, and Boone. The emergency manager shall keep record of hours worked for

purposes of grant applications and for the Supervisory Committee discussed below in paragraph 6.

5. Consideration. The Emergency manager will be expected to develop a budget with the Supervisory Committee which shall be part of the Nance County budget.

Nance County agrees to provide the emergency manager office space and to bear 30% of the total expenditures.

Merrick County agrees to reimburse Nance County for 35% of the total expenditures for emergency management.

Boone County agrees to reimburse Nance County for 35% of the total expenditures for emergency management.

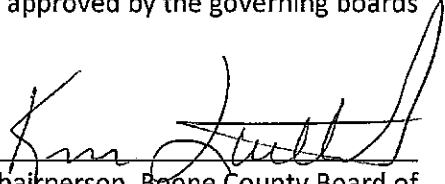
Reimbursement to a County shall be made by submission of claims on a quarterly basis during the budget year.

6. Supervisory Committee. Nance, Merrick, and Boone shall each appoint a County Board member to meet quarterly (or at least semi-annually) to review the performance of the emergency manager and discuss any issues or needed modifications to this agreement. They will be responsible for the development of a budget in conjunction with the emergency manager and will service as the liaison to resolve issues. The committee members will present proposed budgets and resolutions to their respective county boards regarding the continued functioning of this Interlocal Agreement.
7. Services. It is anticipated that emergency services can be provided to Nance, Merrick, and Boone by one emergency manager and that this agreement will result in a savings for each county.
8. Withdrawal. In the event that any County chooses to withdraw from this agreement, it shall do so with at least 4 months written notice to the other parties.
9. Financing. Each party shall be responsible for financing their respective obligations herein, including the levying, collecting and accounting for any tax required and establishing and maintaining required budgets.
10. Property. It is anticipated that certain property may be required by the individual counties to perform the emergency management duties. Any property acquired through this agreement shall be the property of the party acquiring the same. Any property acquired jointly will be sold in the event this agreement is dissolved, with the proceeds to be split like the expenses as outlined in paragraph #5 above.
11. Administration. The Region 44 Emergency Manager shall provide information reporting on this program to the Auditor of Public Accounts if requested to do so. It is also anticipated that there may be grant funds available to defray the cost of emergency management. The emergency manager will make application for said grant funds. Any reimbursement will be directed to

Nance County and credited toward the cost of emergency management budget or split as expenses were split as outlined in paragraph #5 above.

12. Entire Agreement. It is agreed that the above represents the entire agreement for emergency management services between the parties for the period of July 1st, 2018 to June 30th, 2024. This agreement may only be altered by written changes made and approved by the governing boards of each county; Boone, Merrick, and Nance.

Dated: 05-21-2018


Chairperson, Boone County Board of Commissioners

ATTEST:

Kathy Thorberg
Boone County Clerk



Dated: 5-22-18

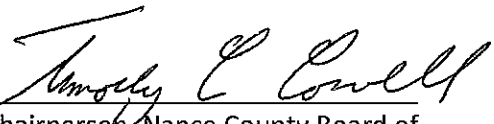

Chairperson, Merrick County Board of Supervisors

ATTEST:

Marcia Weckmann
Merrick County Clerk



Dated: 5/22/18


Chairperson, Nance County Board of Supervisors

ATTEST:

Nanette Zurek
Nance County Clerk

