

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE
COUNTY OF KEITH, NEBRASKA AND CITY OF OGALLALA, NEBRASKA
FOR
JOINT COMMUNICATIONS, EMERGENCY MANAGEMENT OPERATIONS
AND
PUBLIC SAFETY ANSWERING POINT**

THIS INTERLOCAL AGREEMENT is entered into between the County of Keith, Nebraska, (hereinafter referred to as KEITH), and the City of Ogallala, Nebraska, (hereinafter referred to as OGALLALA), in the State of Nebraska, each being a political subdivision of the State of Nebraska. KEITH and OGALLALA may execute true and exact copies of this agreement on different dates, and the same shall have the effect of KEITH and OGALLALA executing a single document.

WHEREAS, Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Section 13-801 et seq. (ACT) authorize any two or more public agencies to enter into interlocal agreements with one another for joint or cooperative action of any power or powers, privileges or authority exercised or capable of being exercised individually by such public agencies, and to cooperate in furtherance of such joint action with such powers, as such an Interlocal Agreement shall specify; and

WHEREAS, this Agreement is entered into pursuant to Neb. Rev. Stat. §13-801 et seq., as amended; and

WHEREAS, it is in the best interest of KEITH and OGALLALA to participate in a joint communications, emergency management operations and public safety answering point (PSAP) (hereinafter referred to as AGENCY); and

WHEREAS, KEITH AND OGALLALA mutually agree that an Interlocal Agreement between KEITH and OGALLALA would further the best interests of the parties and the citizens of said parties in effectively preventing the unnecessary spending of tax dollars; and

WHEREAS, the Board of Commissioners of KEITH has reviewed this Agreement and has passed a resolution approving the same and authorizing the chairperson thereof to execute this Agreement; and

WHEREAS, the City Council of OGALLALA has reviewed this Agreement and has passed a resolution or ordinance approving the same and authorizing the Mayor/Council President thereof to execute this Agreement.

WHEREAS, KEITH AND OGALLALA shall study and evaluate on a continuing basis the benefits that may result to KEITH AND OGALLALA from the coordination of their efforts as described herein,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND EACH OF THE PARTIES INTENDING TO BE BOUND HEREBY, IT IS AGREED AS FOLLOWS:

1. The term of this Agreement shall begin on July 1, 2024, and shall be on a one year basis, renewed automatically on an annual basis, unless terminated as provided herein.

2. KEITH shall provide and manage a Joint Communications, Emergency Management Operations and Public Safety Answering Point (PSAP) for the receipt, processing and dissemination of emergency information received in KEITH and OGALLALA and other governmental entities in the surrounding area. KEITH shall agree to operate the PSAP on a 365 day/24 hour per day basis and shall agree to notify appropriate emergency response agencies of information received. KEITH further agrees to provide development of emergency plans, coordination of disaster response and consultation for disaster recovery and mitigation efforts.

3. This Agreement does not establish a separate legal entity and the administration of this Agreement shall be vested in the Board of Commissioners of KEITH and the City Council of OGALLALA collectively, or persons so designated by KEITH and OGALLALA respectively, except as otherwise specified herein.

4. OGALLALA shall not have responsibility or authority to manage AGENCY personnel or the day-to-day operations of the AGENCY. Employees of the AGENCY shall be employees of KEITH and shall be subject to the rules and regulations and entitled to the benefits allowed in the Personnel Manual of KEITH.

4. The fiscal year for the AGENCY shall commence on July 1st and terminate on June 30th. On or before the 30th of May of each year, the AGENCY Director shall submit an invoice to OGALLALA and other governmental agencies receiving a service from AGENCY. The Board of Commissioners of KEITH and the City Council of OGALLALA and other governmental agencies receiving a service from AGENCY, shall, prior to July 1 of each year adopt a budget for funding of the AGENCY for the next year.

5. OGALLALA agrees to pay KEITH a fee for services provided. The fee shall be mutually agreed upon between OGALLALA and KEITH and is subject to revision every 2 years in April. The fee shall be 12% of the City of OGALLALA Personal and Real Property Taxes on the preceding year's budget, to be no lower than \$155,000 per year as earlier agreement equation provided.

6. KEITH shall be responsible for the payment of all personnel services, operating expenses, supplies and materials, equipment rental/lease purchase and capital outlay necessary for the operation of the AGENCY. KEITH shall not be responsible for the purchase or repair of any mobile, portable or paging communications equipment or any emergency alert sirens to be used by any departments of OGALLALA.

7. KEITH and OGALLALA agree that all existing equipment of and all future equipment purchased by AGENCY (excluding real property) shall be jointly and equally owned by KEITH and OGALLALA. In the event this Agreement is terminated, such property shall be disposed of by KEITH by either auction, sealed bid or other appropriate method as determined

by KEITH, after reasonable public notice thereof. Prior to disposal KEITH shall have the first right to purchase said property at an appraised value. After disposal of said property, the proceeds therefrom shall be divided between KEITH and OGALLALA.

8. No real or personal property shall be acquired under the terms of this Agreement and neither party shall have a claim of right of ownership in the property of the other party.

9. This agreement shall continue for a minimum period of one year unless terminated by mutual agreement of the parties. After a period of one year, this Agreement shall be renewed automatically on an annual basis. During any renewal term this Agreement may be terminated upon one hundred eighty (180) days written notice of intent to terminate given by either party to the other.

10. Waiver by either party or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant or condition contained herein.

11. This Agreement shall bind each party as soon as signed by the authorized person. This Agreement may be executed in counterparts, all of which shall constitute one voluntary agreement.

12. Each party to this Agreement shall hold the other harmless for any harm or injury whatsoever caused by any negligent or intentional act of that party.


13. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska. The parties acknowledge that they are dealing totally on their own good judgment and not upon the representations which have been made by any other party hereto outside the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the last date subscribed herein.

COUNTY OF KEITH, NEBRASKA

CITY OF OGALLALA, NEBRASKA


Lane Anderson, Chairperson
Keith County Board of Commissioners


Steve Krajewski, Mayor/Council President
Ogallala City Council

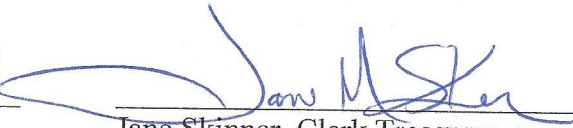
Dated this 26 day of June, 2024.

Dated this 25th day of June, 2024.

ATTEST:

ATTEST:


Sandra Olson, County Clerk


Jane Skinner, Clerk Treasurer

