**APPENDIX G2**

**Samples: Memorandums of Understandings (Interlocal Agreement)**

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC SAFETY SERVICES BY AND AMONG THE COUNTIES OF \_\_\_\_\_\_\_\_\_\_, AND THE CITIES AND VILLAGES WITHIN SAID COUNTIES.

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2020, by \_\_\_\_\_\_\_\_\_\_ and between the Counties of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the participating cities and villages within said counties, all being a bodies political and corporate and political subdivisions of the state of Nebraska, hereinafter referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Parties desire to form a Planning, Exercise and Training Region among public safety agencies; and

WHEREAS, the Interlocal Cooperation Act, Nb. Rev. Steat. §13-801, et seq. provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; 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, Counties and the Cities are public agencies as defined by Neb. Rev. Stat. §13-80l; and

WHEREAS, Neb.Rev.Stat. §29-215 authorizes municipalities and counties to enter into contracts with any other municipality or county to form, operate and maintain a Planning, Exercise and Training Program"

NOW, THEREFORE, the parties mutually covenant and agree as follows:

Definition: \_\_\_\_\_\_\_\_\_ is the \_\_\_\_\_\_\_\_\_\_ Planning, Exercise and Training Regional group composed of the governmental agencies participating in this agreement.

Purpose: To establish, maintain and operate a public safety Training Exercise and Training Program within the jurisdictions of the participating agencies.

Term. This agreement shall have a term of ten (10) years commencing \_\_\_\_\_\_\_\_\_.

Termination. This agreement may be terminated at any time, with or without cause, upon the mutual consent of a majority of the member Parties.

Withdrawal. Any Party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than Ninety (90) days prior to the effective date of the withdrawal.

Governance. The activities of the cooperative undertaking shall be governed by a board composed of one or more representatives from each of the Parties, hereinafter referred to as the "\_\_\_\_\_\_\_\_\_ Policy Board." The \_\_\_\_\_\_\_\_\_ Policy Board shall meet not less than (six) times each calendar year. The \_\_\_\_\_\_\_\_\_Policy Board shall select as officers a Chairperson, Vice-Chairperson and a secretary who shall serve terms of one year. A quorum necessary for conducting business at any \_\_\_\_\_\_\_\_\_\_ meeting shall consist of fifty (50) percent plus (1) of the membership of the governing board All questions before the \_\_\_\_\_\_\_\_\_\_ Policy Board shall be determined by majority vote of the members present. The \_\_\_\_\_\_\_\_\_\_ Policy Board may adopt such by-laws and rules of procedure as deemed appropriate by the \_\_\_\_\_\_\_\_\_ Policy Board.

Cooperative Powers and Authority. Each Party shall maintain their local PET program, and other operating components of the local Emergency Management Program. Each shall grant permission for any public safety agency to participate in any such program.

Claims and Indemnity. At all times while utilizing or participating in the PET program the employee of the Party shall remain an employee of the employing agency. Each Party shall provide liability insurance and indemnification for its own personnel as provided in Neb.Rev.Stat. §13-1802.

Modification. This Agreement may be modified by written agreement of the Parties.

No Separate Entity. There shall be no separate legal entity created through this Interlocal cooperation agreement. Said agreement shall be jointly administered by the \_\_\_\_\_\_\_\_\_ Policy Board as provided in section 6, above.

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 such party as provided by law, regulation, or ordinance governing the same.

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.

Any party can be elected or appointed by the \_\_\_\_\_\_\_\_\_ Policy Board to act as fiscal or purchasing agent in accordance with state law. Any property to be purchased and jointly held by the Parties shall be purchased pursuant to the purchasing rules or statutes applicable to the Party making the purchase on behalf of the Parties.

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.

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 City or County Clerk of each Party on or prior to April 1 of each year.

Finances. This agreement shall be financed by funds available to the parties hereto.

Provision of Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

Additional Agreements.

This agreement shall become effective for each party when that party by ordinance, motion or resolution adopts and approves this agreement and authorizes the proper official to execute this agreement.

Additional cities or counties may become · parties to this agreement upon acceptance and execution of this agreement, and upon approval by the governing bodies of the Parties already a party to this agreement or as directed by the Nebraska Emergency Management Agency.

Executed this\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 202x.

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chairperson, County Board of Commissioners

[attest]

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County Clerk Approved as to form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Attorney