

**INTERLOCAL AGREEMENT  
TO CREATE THE SOUTHEAST REGION, A SEPARATE LEGAL ENTITY,  
TO PROVIDE FOR COOPERATIVE PUBLIC SAFETY SERVICES BY AND AMONG  
THE COUNTIES OF CASS, GAGE, FILLMORE, JEFFERSON, JOHNSON,  
LANCASTER, NEMAHA, OTOE, PAWNEE, RICHARDSON, SALINE, SEWARD,  
THAYER AND YORK.**

THIS AGREEMENT, made and entered by and between the Counties of Cass, Gage, Fillmore, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Richardson, Saline, Seward, Thayer, and York, all being political subdivisions of the State of Nebraska, hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, Neb. Rev. Stat. § 81-829.60 provides that in carrying out the Emergency Management Act, the Governor and the principal executive officers or governing bodies of the political subdivision of the state shall utilize the services, equipment, supplies, and facilities of existing departments, offices, and agencies of the state and its political subdivisions to the maximum extent practicable;

WHEREAS, Neb. Rev. Stat. § 81-829.48 provides that the director or coordinator of each county emergency management organization shall, in collaboration with other public and private entities within this state, develop or cause to be developed mutual aid arrangements for reciprocal emergency management aid and assistance in case of disaster, emergency, or civil defense emergency too great to be deal with unassisted;

WHEREAS, the Parties recognize the need and public benefit of regional emergency management coordination, planning, exercise, training, interoperable communications, grant funds administration and dispersion, and mutual aid arrangements;

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 et seq., 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;

WHEREAS, the 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;

WHEREAS, the Parties desire to establish a regional interjurisdictional emergency management organization, to be known as the Southeast Region Planning, Exercise and Training Group (hereinafter referred to as “the Southeast Region”), for the purpose of ensuring regional emergency management coordination, planning, exercise, training, interoperable communications, grant fund administration and dispersion, and mutual aid arrangements between

the Parties;

WHEREAS, the Southeast Region shall include the Counties of Cass, Gage, Fillmore, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Pawnee, Richardson, Saline, Seward, Thayer, and York;

WHEREAS, the Parties previously entered into an into an interlocal agreement, dated October 17, 2017, to clarify the obligations of the Parties in the Southeast Region; and

WHEREAS, the Parties desire to terminate the previous interlocal agreement and enter into an updated interlocal agreement to provide more flexibility related to the grant administration of the Southeast Region for accepting and administering Federal Homeland Security grant funds on behalf of the Southeast Region;

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

- 1) Purpose: To establish the Southeast Region for the purpose of ensuring the provision of regional emergency management coordination, planning, exercise, training, interoperable communications, grant fund administration and dispersion, and mutual aid arrangements among the Parties.
- 2) Creation of the Southeast Region: The Parties hereby create the Southeast Region, a separate legal entity, for the sole and exclusive purpose of ensuring the provision of regional emergency management coordination, planning, exercise, training, interoperable communications, grant fund administration and dispersion, and mutual aid arrangements among the Parties. The Southeast Region shall have and exercise only those powers expressly provided in this Agreement. The Southeast Region shall have no taxing authority.
- 3) Term. This Agreement shall have a term of five (5) years from the final date of execution by all Parties to this Agreement, unless earlier terminated pursuant to the terms of this Agreement.
- 4) Termination. This Agreement may be terminated at any time, with or without cause, upon the mutual consent of a majority of the member Parties.
- 5) Withdrawal and Termination of Participation. Any Party may withdraw from this Agreement and terminate its involvement in the Southeast Region at any time, with or without cause, upon providing the Southeast Region and the non-withdrawing Parties written notice of such withdrawal not less than ninety (90) days prior to the effective date of withdrawal.
- 6) Governing Board. The activities of the Southeast Region shall be governed by the Southeast Region Governing Board (“Governing Board”) comprised of one

representative from each of the Parties. The Governing Board representative of a Party shall be appointed by the governing body of the Party.

The Governing Board shall meet not less than four times each calendar year. The Governing Board shall select as officers a chairperson, vice-chairperson, and a secretary who shall serve terms of one year. The officers of Clerk, Treasurer, and Grant Administrator shall be filled as provided in this Agreement. A quorum of not less than a majority of the Governing Board shall be required to take action. All questions before the Governing Board shall be determined by majority vote of the members present.

The Governing Board shall perform the following duties:

- A. The Governing Board shall determine which grants, provided by the Homeland Security Grant Program, should be applied for by the Southeast Region. The Governing Board shall select grants within the Homeland Security Grant Program which provide funds for regional emergency management planning, exercise and training activities, and/or interoperable communications. The Governing Board shall coordinate and allocate the use of such grant funds in the various jurisdictions of the Parties. A project budget shall be prepared and maintained by the Governing Board for each grant that is obtained on behalf of the Southeast Region. Grant project budgets may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Governing Board.
- B. The Governing Board shall develop plans, procedures and equipment specifications for interoperable communications between the Parties.
- C. The Governing Board shall develop a Southeast Region Emergency Response Plan that:
  1. Reduces the vulnerability of people and communities within the jurisdictions of the Southeast Region to damage, injury, loss of life and property resulting from natural, technological, or manmade disasters and emergencies, civil disturbances, hostile military or paramilitary action, or terrorist action;
  2. Establishes methods for coordinating joint emergency planning, exercise and training activities amongst the Parties;
  3. Establishes plans and procedures for the coordinated deployment of equipment and resources during training or an emergency;
  4. Coordinates mutual aid arrangements between the Parties for

reciprocal emergency management aid and assistance in case of disaster, emergency, or civil defense emergency too great to be dealt with unassisted.

- D. The Governing Board shall maintain a Southeast Region federal Approved Equipment List.
- E. As provided in Neb. Rev. Stat. § 13-804(6), the Southeast Region through the Governing Board may:
  - 1. Sue and be sued in the name of the Southeast Region;
  - 2. Make and execute contracts and other instruments necessary to the exercise of its powers and to accomplish the purpose of this Agreement; and
  - 3. Adopt such by-laws and rules of procedure as deemed appropriate by the Governing Board.
- 7) Meetings and Secretary. Meetings of the Governing Board may be called by the chairperson or any two representatives. Written notice of the meeting and agenda shall be provided to each representative and the County Clerk of each Party seven days prior to each such meeting. The Governing Board shall also give public notice of the meeting pursuant to Neb. Rev. Stat. § 84-1411, as amended. Public notice shall be given by posting a notice of the meeting on the Southeast Region's website. The Southeast Region's secretary will maintain an agenda, and all meeting materials, in the office of the secretary, where the agenda and meeting materials shall be available for inspection by the public. All meetings shall be conducted in accordance with the Open Meetings Act, Chapter 84, Article 14, of the Nebraska Revised Statutes, as amended.
- 8) Treasurer. The Governing Board shall appoint the Official Treasurer of the Southeast Region. The Treasurer shall establish for the Southeast Region one or more separate accounts. Said account or accounts shall be maintained within Treasurer's existing accounting system or set up independently. Said accounts are referred to herein collectively as the "Southeast Region Account".

Payment or dispersion of grant funds will be made by the Clerk, pursuant to the specific grant project budget approved by the Governing Board, after the Grant Administrator has properly supported costs, has confirmed that goods and/or services have been completed and/or provided in accordance with a contract of the Southeast Region, and has confirmed that goods and/or services have been performed / delivered in a timely manner.
- 9) Grant Administration. The Governing Board shall appoint the Official Grant

Administrator of the Southeast Region. The Grant Administrator shall administer grant funds for each grant project in conformity with the applicable law and grant project budget as approved by the Governing Board.

A. The Grant Administrator shall:

1. At the direction of the Governing Board, apply for applicable grants under the Homeland Security Grant Program;
2. Disperse and pay grant funds pursuant to grant project budgets approved by the Governing Board;
3. Monitor grant funds projects;
4. Establish and maintain grant fund accounts;
5. Appropriately record in the Southeast Region Account(s) and deposit in a bank or other corporate fiduciary, all grant payments received from the Department of Homeland Security on behalf of the Southeast Region.
6. Charge to the Southeast Region Account(s) all eligible costs of Southeast Region grant projects in accordance with the specific grant project budget approved by the Governing Board. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Governing Board shall not be incurred.
3. Support all costs charged to the Southeast Region Account(s) with properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
4. Draw check or orders with respect to any item which is or will be chargeable against the Southeast Region Account only in accordance with a properly signed voucher then on file in the office of the Grant Administrator, stating the proper detail and the purpose for which such check or order is drawn. All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to a specific Southeast Region grant project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by the Grant Administrator.

B. The Grant Administrator will act as fiscal or purchasing agent in

accordance with state law.

- 10) Cooperative Arrangements.
  - A. Each Party shall maintain its own local Emergency Management Planning, Exercise and Training Program, and other operating components of their local Emergency Management Program.
  - B. Each Party agrees to grant permission to any public safety agency of any other Party to participate in its local Emergency Management Planning, Exercise and Training Program.
  - C. Each Party agrees to appoint one representative to the Southeast Region Governing Board. The Governing Board representative of a Party shall be appointed by the governing body of the Party.
  - D. Each Party agrees to coordinate joint emergency planning, exercise and training activities with the other Parties of the Southeast Region.
  - E. Each Party agrees to coordinate deployment of equipment and resources during training or an emergency with the other Parties of the Southeast Region.
  - F. Each Party agrees to establish mutual aid agreements with the other Parties of the Southeast Region for reciprocal emergency management aid and assistance in case of disaster, emergency, or civil defense emergency too great to be dealt with unassisted.
  - G. Each Party agrees to coordinate with other Parties of the Southeast Region to maintain a Southeast Region federal Approved Equipment List.
  - H. Each Party agrees to coordinate interoperable communications between the other Parties of the Southeast Region for emergency management purposes.
- 11) 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 its 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.

- 12) Amendment and Modification. This Agreement may be amended or modified by written agreement of all of the Parties.
- 13) 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 be held in the name of the Southeast Region during the term of this Agreement and shall, upon termination or conclusion of this Agreement, 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 to the County Purchasing Act, Neb. Rev. Stat. § 23-3101 et. seq.
  - D. Any surplus or unusable jointly held property shall be disposed of pursuant to the rules and 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.
  - E. 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 Clerk of each Party on or prior to April 1 of each year.
- 14) Finances. Any expenses of the Southeast Region not covered by grant funds shall be shared equally amongst the Parties to this Agreement. On or before the 30<sup>th</sup> day after the close of each calendar month during the Term of this Agreement, the Southeast Region shall issue a quarterly invoice to each Party for such expenses incurred during that calendar month. Each Party shall pay such monthly invoice within 30 days from the date of the invoice.
- 15) 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,

to the other Parties to this Agreement as may be within the Party's legal power to furnish.

- 16) Additional Agreements.
  - A. Additional counties may become Parties to this Agreement upon acceptance and execution of this Agreement, and upon written approval by the governing bodies of all of the Parties to this Agreement.
  - B. This Agreement shall become effective for each such additional Party on the later of the date when the governing body of such additional Party executes this Agreement or the final date of execution of written approval of all governing bodies of all the current Parties to the Agreement.
- 17) Each Party to this Agreement ("indemnifying party") agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Parties to the Agreement, 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 the indemnifying party's 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.
- 18) If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- 19) Each Party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
- 20) This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. No Party to this Agreement shall not be obligated or liable



hereunder to any person, whether an individual or an entity, other than the other Parties to this Agreement.

- 21) 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 Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.
- 22) The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties related to the subject matter contained herein, whether verbal or written.
- 23) Any Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that Party's rights.
- 24) The validity, construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 25) The previous interlocal agreement between the Parties, dated October 17, 2017, is terminated as of the final date of execution of all Parties to this Agreement.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Lancaster County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Deputy County Attorney  
For PATRICK CONDON  
Lancaster County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Cass County.

BY THE BOARD OF COUNTY  
COMMISSIONERS CASS COUNTY,  
NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Cass County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Gage County.

BY THE BOARD OF COUNTY  
SUPERVISORS OF GAGE  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Gage County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Fillmore County.

BY THE BOARD OF COUNTY  
SUPERVISORS OF FILLMORE  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Fillmore County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Jefferson County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF JEFFERSON  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Jefferson County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Johnson County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF JOHNSON  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Johnson County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Otoe County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF OTOE  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Otoe County Attorney



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Pawnee County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF PAWNEE  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Pawnee County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Richardson County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF RICHARDSON  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Richardson County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Saline County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF SALINE  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Saline County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Seward County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEWARD  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Seward County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Thayer County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF THAYER  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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Thayer County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by York County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF YORK  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

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York County Attorney