

RESOLUTION TO EMPLOY JOINT COUNSEL

BE IT RESOLVED by the governing boards of the undersigned rural and/or suburban fire districts and municipalities, that:

1. The law firm of Perry, Guthery, Haase & Gessford, P.C., L.L.O. (“Perry Firm”), should be and is hereby hired and retained as joint counsel for all of the undersigned parties to assist in the creating of an Interlocal Cooperation Act joint entity for purposes of a joint undertaking to acquire new public safety communication system and equipment, and for other purposes; and that each party agrees to and shall pay such firm a reasonable fee based upon the value of the services rendered, but not less than the firm's customary hourly rates for each attorney, in effect at the time the services are rendered, plus costs and out-of-pocket expenses incurred during the handling of these matters; and that all actions heretofore taken by such firm in regard to these matters, should be and are hereby approved and ratified, and shall be paid for by the rural fire districts according to this resolution.

2. All fees, costs, and expenses related to this engagement shall be billed, split and paid equally by each party on a monthly basis.

3. The parties agree that the firm may dispose of all files pertaining to any of the matters described above at any time after five (5) years since the last date of services performed, without further notice from the firm; and understand and agree that they may request copies of any materials contained in such files at any time before such disposal.

4. The parties acknowledge that the Perry Firm has (i) fully explained to the parties the implications of the Perry Firm’s common representation of the parties regarding the above-described matter; (ii) advised the parties to seek independent legal counsel regarding common representations; and (iii) explained that in the event an actual conflict arises regarding the above-described matter; or on other issues incident or related thereto and it is necessary for any party to take action against another party, then it will be necessary for each party to obtain independent separate legal counsel to represent such party and the other parties, at which time the Perry Firm would withdraw from representing all parties regarding the above-described matter; and on all issues incident or related thereto in the absence of a further express waiver of conflict by all parties affected by such a conflict. The parties understand the implications of common representation and conflicts. The parties agree and consent to the common representation as provided herein.

THE UNDERSIGNED hereby certify that the above resolution was duly approved by the governing board of the undersigned parties on the day and year hereafter shown.

BENNET RURAL FIRE DISTRICT, a Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

CORTLAND-LANCASTER RURAL FIRE
DISTRICT, a Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

EAGLE/ALVO RURAL FIRE DISTRICT 9, a
Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

FIRTH RURAL FIRE DISTRICT, a Nebraska rural
fire district;

By: _____

Name: _____

Title: _____

Date: _____

HALLAM RURAL FIRE PROTECTION
DISTRICT, a Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

HICKMAN RURAL FIRE PROTECTION
DISTRICT, a Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

HIGHLAND FIRE DISTRICT, a Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

MALCOLM RURAL FIRE PROTECTION
DISTRICT, a Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

RAYMOND RURAL FIRE DISTRICT, a Nebraska
rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

SOUTHEAST RURAL FIRE DISTRICT, a
Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

SOUTHWEST RURAL FIRE PROTECTION
DISTRICT, a Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

VALPARAISO RURAL FIRE DISTRICT #2, a
Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

VILLAGE OF PLEASANT DALE, NEBRASKA, a
Nebraska municipal corporation, on behalf of the
Pleasant Dale Volunteer Fire Department;

By: _____

Name: _____

Title: _____

Date: _____

WAVERLY SUBURBAN FIRE DISTRICT, a
Nebraska rural fire district;

By: _____

Name: _____

Title: _____

Date: _____

CITY OF WAVERLY, NEBRASKA, a Nebraska
municipal corporation;

By: _____

Name: _____

Title: _____

Date: _____