

KALKWARF & SMITH

LAW OFFICES LLC

Farmers & Merchants Bank Bldg.
321 South Main, P.O. Box 905
Wilber, NE 68465-0905
Tel (402) 821-2001
Fax (402) 821-3368

BRADLEY T. KALKWARF
SHAYLENE M. SMITH

1240 Ivy Avenue
P.O. Box 272
Crete, NE 68333-0272
Tel (402) 826-5136
Fax (402) 826-5140

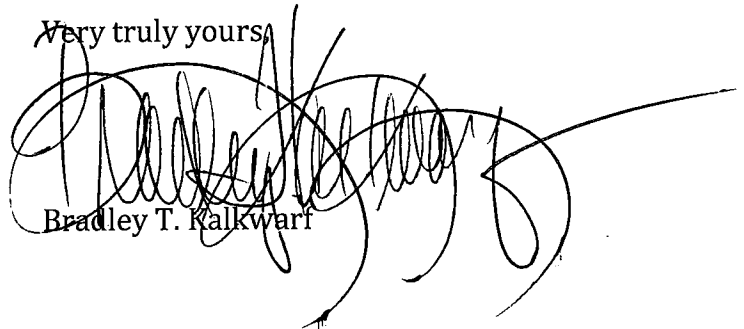
May 2, 2022

TO THE CLERKS:

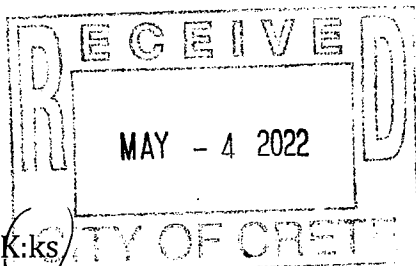
Enclosed please find a copy of a draft version of the Interlocal Cooperation Agreement for the Saline County Rural Fire Protection Mutual Finance Organization for the 2022-2025 period. If you could please place this as an item for action at your next scheduled meeting, it would be appreciated. If approved, please contact Kay at the Wilber office, 402.821.2001 and we will get the original sent to you for signatures. When the original is returned, we will also need a copy of the minutes from your meeting showing approval.

Should you have any questions, please advise.

Very truly yours,



Bradley T. Kalkwarf



BTK:ks
Enclosure

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the undersigned cities, villages and rural fire protection districts of the State of Nebraska (hereinafter referred to as "Participants"), which, by this agreement, create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. 35-1201, et. Seq. (as amended).

WHEREAS, certain cities, villages and rural fire protection districts located in Saline County, Nebraska, desire to create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. 35-1201, et. seq. (as amended).

NOW THEREFORE, BE IT AGREED BY THE UNDERSIGNED PARTICIPANTS AS FOLLOWS:

Section 1. That the Participants hereby create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. 35-1201, et. seq. (as amended). This mutual finance organization shall be known as the Saline County Rural Fire Protection Mutual Finance Organization.

Section 2. The Mutual Finance Organization Board shall determine the property tax levy needed to jointly finance the undersigned fire districts, excluding any bonded indebtedness and lease purchase contracts which are in existence on July 1, 2022.

The Participants hereby agree pursuant to Neb. Rev. Stat. §35-1204(1) that the Mutual Finance Organization levy and agreed upon property tax rate of .01500 for the first year of this agreement. Further the Participants agree that no Participant shall levy a higher tax rate for the remaining tax years covered by this agreement.

Section 3. This agreement shall terminate on June 30, 2025, unless extended by the mutual agreement of all Participants.

Section 4. There is hereby established a joint board responsible for administration of this cooperative undertaking to be formally known as the Saline County Rural Fire Protection Mutual Finance Organization Board of Directors (hereinafter referred to as "the Board").

Section 5. The governing body of each Participant shall designate one representative to serve on the Board herein established. The governing body of each participant shall also appoint one person to serve as an alternate representative on the Board to serve temporarily for the representative as may be necessary in the event that the representative cannot serve. No prior notice need be given to the Board that the alternate representative will serve. The Board is authorized and directed to prepare and submit a timely application to the Nebraska Mutual Finance Assistance Fund for the maximum assistance available to the Saline County Rural Fire Protection Mutual Finance Organization for the years 2022-2023, 2023-2024 and 2024-2025. The Board is authorized to do all things necessary and proper to obtain such assistance, including

signing applications and receiving funds without further or additional authorization of the individual parties to this agreement. A majority vote of the members of this board is empowered to act for the joint and mutual benefits of the parties in such matters. Each member shall be entitled to one vote. The Board shall distribute all assistance funds to the participants as herein provided. It shall not acquire or hold any property other than public funds to be distributed to the participants hereunder.

Section 6. The Chairperson shall be the Chairperson of the Saline County Rural Fire Protection District and the Secretary shall be the Secretary of the Saline County Rural Fire Protection District. An annual meeting shall be held in conjunction with the annual meeting of the Saline County Rural Fire Protection District and notice shall be given to all participants with at least forty-eight (48) hours written notice to all members of the Board.

Section 7. The Mutual Finance Organization Board shall divide among the undersigned Fire Districts/Departments any funding it receives for operational and equipment needs of the Fire Districts. Any special payments received under the Nebraska Municipal Finance Assistance Act shall be paid directly to the Rural Fire District, City or Village that qualified for said payment, in accordance with the Act.

That funding shall then become the property of the respective Fire Districts/Departments. All real and personal property currently owned or acquired in the future by the respective Fire Districts/Departments shall remain their own separate property.

Section 8. This agreement shall supplement and not replace or modify the terms of any mutual assistance agreements or interlocal cooperation agreements among the parties or any of them in effect upon the date of this agreement.

Section 9. This agreement shall not be construed to have created a separate legal entity.

Section 10. Except as herein specifically provided otherwise, each Participant shall maintain its authority and indebtedness as a governmental subdivision.

DATED this _____ day of _____, 2019.

SALINE COUNTY RURAL FIRE
PROTECTION DISTRICT

Attest:

Gary Baxa, Secretary

BY: _____
Allen Papik, President

Attest:

FRIEND RURAL FIRE DISTRICT

Secretary

BY: _____
_____, President

Attest:

VILLAGE OF TOBIAS, NEBRASKA
A Municipal Corporation

Village Clerk

By: _____
Chairman
Date: _____

Attest:

VILLAGE OF SWANTON, NEBRASKA
A Municipal Corporation

Village Clerk

By: _____
Chairman
Date: _____

Attest:

VILLAGE OF DE WITT, NEBRASKA
A Municipal Corporation

Village Clerk

By: _____
Chairman
Date: _____

Attest:

VILLAGE OF WESTERN, NEBRASKA
A Municipal Corporation

Village Clerk

By: _____
Chairman
Date: _____

Attest:

VILLAGE OF DORCHESTER,
NEBRASKA
A Municipal Corporation

Village Clerk

By: _____
Chairman
Date: _____

Attest:

CITY OF FRIEND, NEBRASKA
A Municipal Corporation

City Clerk

By: _____
Mayor
Date: _____

Attest:

City Clerk



COPY

CITY OF CRETE, NEBRASKA
A Municipal Corporation

By: _____

Mayor

Date: _____



COPY

Attest:

City Clerk

CITY OF WILBER, NEBRASKA
A Municipal Corporation

By: _____

Mayor

Date: _____