

INTERLOCAL COOPERATION ACT AGREEMENT

PROVIDING FOR THE CREATION, ORGANIZATION AND OPERATION OF THE

LANCASTER COUNTY RURAL FIRE DISTRICT AGENCY

THIS INTERLOCAL COOPERATION ACT AGREEMENT (“Agreement”) is made as of the 1st day of April, 2026 (“Effective Date”), by, between, and among the Original Members named herein and any other Additional Members that become parties and signatories to this Agreement after the Effective Date. Collectively, the Original Members and any Additional Members are “the Members.”

WITNESSETH:

WHEREAS, the following are the Original Members to this Agreement:

- (1) Bennet Rural Fire District, a Nebraska rural fire district;
- (2) Cortland-Lancaster Rural Fire District, a Nebraska rural fire district;
- (3) Eagle/Alvo Rural Fire District 9, a Nebraska rural fire district;
- (4) Firth Rural Fire District, a Nebraska rural fire district;
- (5) Hallam Rural Fire Protection District, a Nebraska rural fire district;
- (6) Hickman Rural Fire Protection District, a Nebraska rural fire district;
- (7) Highland Fire District, a Nebraska rural fire district;
- (8) Malcolm Rural Fire Protection District, a Nebraska rural fire district;
- (9) Raymond Rural Fire District, a Nebraska rural fire district;
- (10) Southeast Rural Fire District, a Nebraska rural fire district;
- (11) Southwest Rural Fire Protection District, a Nebraska rural fire district;
- (12) Valparaiso Rural Fire District #2, a Nebraska rural fire district;
- (13) Village of Pleasant Dale, Nebraska, a Nebraska municipal corporation, on behalf of the Pleasant Dale Volunteer Fire Department;
- (14) Waverly Suburban Fire District, a Nebraska suburban fire district;
- (15) City of Waverly, Nebraska, a Nebraska municipal corporation.

WHEREAS, each of the Members is, or is an entity that operates in conjunction or cooperation with, a rural or suburban fire protection district or municipal fire department, organized and existing under Chapter 35, Article 5, of the Nebraska Revised Statutes, and with the whole or a part of its territory within Lancaster County, Nebraska, and is authorized (a) to provide fire protection and emergency medical services within its jurisdiction to persons therein, and (b) to purchase or lease such firefighting and rescue equipment, supplies, and other real or personal property as necessary and proper to carry out the general fire protection and rescue program within its jurisdiction;

WHEREAS, each of the Members is a public agency (“Public Agency”) as defined in the Nebraska Interlocal Cooperation Act, Chapter 13, Article 8, Nebraska Revised Statutes, as amended (“Act”);

WHEREAS, the Members desire to join with each other in order to collaborate on best practices and methods for acquiring, procuring, financing, obtaining, maintaining, and using a new common public safety communications system, along with related equipment and property, among and for the benefit of all the Members, and for the other purposes as provided herein or as otherwise allowed by law;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, pursuant to the Act, any power or powers, privileges or authority exercised or capable of exercise by a Public Agency may be exercised and enjoyed jointly with any other Public Agency and any two or more Public Agencies may enter into agreements with one another for joint or cooperative action;

WHEREAS, an agreement entered into by Public Agencies pursuant to the Act may provide for the creation of a separate legal entity to accomplish their joint or cooperative purposes and may delegate to such separate legal entity their jointly held powers, privileges or authorities;

WHEREAS, the Members, as Public Agencies, desires to enter into this Agreement pursuant to the authority contained in the Act to provide for (i) the creation, organization, and operation of the Lancaster County Rural Fire District Agency (“Agency”) as a separate legal entity, a public body corporate and politic of the State of Nebraska, and an instrumentality of the Members pursuant to the provisions of the Act to accomplish their joint and cooperative action, and (ii) to delegate to the Agency certain common powers of the Members and the exercise by the Agency of the powers conferred by the Act;

NOW THEREFORE, in consideration of the terms and provisions of this Agreement and the mutual obligations and undertakings of the Members contained in this Agreement, the

Members hereby agree as follows:

ARTICLE I
CREATION OF THE LANCASTER COUNTY RURAL FIRE DISTRICT AGENCY

Pursuant to the Act, the Members hereby create a joint entity which shall be named the “Lancaster County Rural Fire District Agency” and shall constitute a separate body corporate and politic under the provisions of the Act. The Agency shall be subject to control by the Members in accordance with the terms of this Agreement. The governing body of each Member shall have approved entry into this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the principal place of business of the Agency (which may be the principal place of business of a Member). The Agency’s existence shall commence upon the Effective Date after execution of this Agreement by the Original Members.

ARTICLE II
PURPOSES

The purposes of the Agency are as follows:

- (a) To make efficient use of the powers of the Members by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services, equipment and, where prudent or necessary, facilities, in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of the local territories of the Members, specifically including providing fire protection and emergency medical services for the benefit of all the Members;
- (b) To collaborate with its Members on best practices and methods for selecting, acquiring, maintaining, and using a new common public safety communications system, and related equipment and property, among and for the benefit of all the Members;
- (c) To provide or contract for the acquisition, procurement, financing, and ownership of a new common public safety communications system, and related equipment and property, among and for the benefit of all the Members; and
- (d) To enter into service contracts or other agreements with the Members, and if allowed other rural or suburban fire districts and local and state agencies, for the leasing and use of a common public safety communications system, and related equipment and property.

ARTICLE III
ORGANIZATION; BOARD; OFFICERS; COMMITTEES

1. Board of Directors. The Agency shall be governed by a board of directors (“Board”) which shall be comprised and appointed as follows (each member of the Board shall herein be referred to as a “Director”):

- (a) Concurrently with the authorization and approval of this Agreement by each of the Original Members and each subsequent Additional Member, the governing body of each

Member shall appoint a primary Director to serve on the Board. The governing body of each Member also may appoint a contingent Director to serve if the primary Director for that Member is absent or otherwise unable to attend meetings of the Board.

(b) Each Director shall serve in such capacity at the pleasure of the Member which appointed such Director, and the governing body of each Member may remove and replace such Director representing such Member on the Board at any time. Any Member which appoints a new or replacement Director to serve as Director on the Board of the Agency shall provide written notice to each of the Members immediately after such appointment. In the event of death, disability, or disqualification of an individual serving as a Director, the Member's governing body shall promptly appoint a successor Director. Notwithstanding the foregoing, no individual person shall at any time hold more than one position as a Director. Any individual appointed by a Member as a Director shall not be eligible for appointment as a Director by another Member.

2. Meetings of the Board. Meeting of the Board shall comply with the Open Meetings Act, Chapter 84, Article 14 of the Nebraska Revised Statutes. The Board shall hold an organizational meeting to conduct such organizational business as the Board deems necessary or appropriate, which may include adoption of bylaws, election of officers and establishment of committees. Thereafter the Board shall hold an annual meeting at such time and place as it shall designate and shall hold such other meetings from time to time as determined necessary or appropriate as may be called by the Chairperson or a majority of the Directors.

3. Quorum. Meetings and the transaction of business of the Agency shall require a quorum of the Board. A quorum shall be determined based on the total numbers of Directors on the Board. In all cases, a majority of the Directors shall constitute a quorum.

4. Action. Action by the Board shall be by motion or resolution, and each Director will have one vote with respect to each motion or resolution. A majority vote is required to take action on behalf of the Agency except when a greater number might be required by this Agreement or any policies, regulations, or bylaws of the Agency.

5. Officers. The Board shall elect a Chairperson, a Vice Chairperson, Secretary, and Treasurer and may appoint any such other officers it deems appropriate.

6. Committees. The Board may create one or more Committees of the Board. There may be an Executive Committee, whose members shall be the officers and any other Directors appointed by the Board. There may be a Technology Committee, whose members shall consist of those Directors appointed by the Board. Committees shall have only those powers granted to the Committee by the Board.

ARTICLE IV DURATION

1. Duration. The life of the Agency shall be perpetual, commencing on the Effective Date; provided, however, that so long as all bonds, lease-purchases, loans or other indebtedness of the Agency, and any and all other contractual obligations of the Agency have been satisfied, the Board may terminate and dissolve the Agency at any time.

2. Individual Member Withdrawal. A Member may withdraw and terminate its participation in the Agency and this Agreement only upon the occurrence of all of the following:

- (a) there will be at least two remaining Members within the Agency after such termination;
- (b) the Agency has no bonds, lease-purchases, loans, indebtedness or other obligations outstanding which were issued, incurred, or obtained for equipment or property originally intended for use by such terminating Member;
- (c) the terminating Member does not have an existing service contract or other agreement with the Agency;
- (d) the terminating Member does not owe any fees, lease payments, or other amounts or have any other debt or payment obligation to the Agency; and
- (e) the terminating Member's governing board passes a resolution to terminate its participation and submits a copy of such resolution to the other Members at least one-hundred eighty (180) days in advance of the termination date.

3. Distribution of Assets. Upon dissolution of the Agency, all assets shall be distributed as determined by the Board of the Agency.

ARTICLE V POWERS

1. General Powers. The Agency shall have such powers as are allowed by the Act in effect as of the date hereof, and any additional powers as may be permitted by any amendments to the Act, including, but not limited to, the powers:

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers;
- (d) from time to time, to make, amend, and repeal bylaws, rules and regulations, not inconsistent with the Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation and control of the property of the Agency;
- (f) to establish just and equitable rates or charges for the use of any equipment or property of the Agency;

(g) to purchase or lease such firefighting and rescue equipment, supplies, and other real or personal property as necessary and proper to carry out the purposes of the Agency;

(h) to purchase, lease, lease purchase a common public safety communications system or systems covering the territories of the Members of the Agency and for use by the Members of the Agency;

(i) to contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, and others found necessary or useful and convenient to the stated purposes of the Agency;

(j) to provide for a system of budgeting, accounting, auditing and reporting of all the Agency funds and transactions, for a depository, and for bonding of employees;

(k) to exercise such other powers as are available under the then existing law of each Member;

(l) to exercise such other powers as are available under the then existing law for the Agency;

(m) to incur indebtedness, including by borrowing money, making and issuing negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes, making and issuing lease-purchase agreements, and to secure the payment of such indebtedness or any part thereof by a pledge of any or all of the Agency's revenues and any other funds or property which the Agency has a right to, or may hereafter have the right to pledge or mortgage for such purposes, all in accordance with the Act;

(n) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(o) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;

(p) to employ a manager which may be a political subdivision or other entity or person and which may exercise such of the Agency's powers as shall be determined by contract and as determined by the Board from time to time; and

(q) to borrow money and accept grants, contributions, property or loans from, and to enter into contracts, leases, or other transactions with municipal, county, state, or the federal government, including any Member.

2. Specific Powers. Pursuant to the Act, as an alternative to issuing bonds for financing a common public safety communications system, the Agency may enter into a financing agreement with the Nebraska Investment Finance Authority for such purpose.

3. Service Contracts with Members. Pursuant to Neb. Rev. Stat. § 86-416, the Agency may enter into service contracts with its Members for use by the Members of a common public safety communications system owned or operated by the Agency. Such service contracts may provide for the following:

(a) The payment of fixed or variable periodic amounts for service or the right to obtain service, including the use or right to use real or personal property;

(b) That such service agreement may extend for a term of years as determined by and mutually agreeable to the Agency and governing body of the Member and be binding upon such Member over such term of years;

(c) That fixed or variable periodic amounts payable may be determined based upon any of the following factors:

(i) Operating, maintenance, and management expenses, including renewals and replacements for facilities and equipment;

(ii) Amounts payable with respect to debt service on bonds or other obligations, including margins of coverage if deemed appropriate; and

(iii) Amounts necessary to build or maintain operating reserves, capital reserves, and debt service reserves;

(d) That any such service agreement may require payment to be made in the agreed fixed or variable periodic amounts irrespective of whether such public safety communications system is completed or operational and notwithstanding any suspension, interruption, interference, reduction, or curtailment of the services of such project or system; and

(e) Such other provisions as the parties to the service agreement deem appropriate in connection with providing and obtaining public safety communications system and service, including the acquisition of real and personal property, the construction of facilities, and the operation, maintenance, and management of services, property, and facilities.

4. Service Contracts with Other Public Agencies. The Agency may enter into service contracts with other rural or suburban fire districts or other Public Agencies as allowed by law and on terms and conditions determined by the Agency.

ARTICLE VI
BUDGETING; MEMBER CONTRIBUTIONS

1. Budgeting. Unless otherwise determined by the Board, the fiscal year of the Agency shall end June 30 of each year. The Board shall prepare a budget each fiscal year for the operation of the Agency.

2. Member Contributions. Members of the Agency may appropriate such funds to the Agency as such Members determine appropriate. Members of the Agency may supply the Agency

with such personnel or services as may be within such Member's legal power to furnish.

3. Accounts and Insurance. The Agency may open accounts, engage financial, accounting, and tax consultants, and obtain insurance as determined by the Board.

ARTICLE VII MISCELLANEOUS

1. Not for Profit. It is expressly understood that the Agency is a public body, political subdivision of the State of Nebraska, and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

2. Manner of Acquiring, Holding and Disposing of Property. The Board may lease, purchase, or acquire by any means, from a Member or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency. All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Board.

3. Additional Members. One or more Public Agencies may become Members of the Agency in accordance with this Section. Any Public Agency may become a Member of the Agency upon satisfaction of the following conditions:

(a) Such Public Agency is voted to become a Member of the Agency by the affirmative vote of at least 50% of the total number of Directors on the Board of the Agency;

(b) Such Public Agency is a Public Agency within the meaning of the Act; and

(c) This Agreement is duly authorized and approved by appropriate action of the governing body of such Public Agency and the appropriate officers of such Public Agency duly execute a supplement to or counterpart of this Agreement.

Any Public Agency which becomes a Member in accordance with the foregoing provisions shall be bound by the terms and conditions of this Agreement.

4. Amendments. This Agreement may be amended upon approving resolutions adopted by the governing body of each Member that approved this Agreement.

5. Default. A Member shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

6. Liability Insurance. Each Member shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

7. Reservation of Rights. Each Member reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

8. Indemnification. Only to the extent permitted by law, each Member agrees to indemnify the other Members from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third-party claim, action, or proceeding, based directly or indirectly on such Member's performance or lack of performance under this Agreement and in connection with any agreements between such Member and the Agency; provided, however, no such indemnification shall be provided for any negligent or willful misconduct of any of the other Members.

IN WITNESS WHEREOF, the following parties hereto have executed this Interlocal Cooperation Act Agreement providing for the creation, organization and operation of the Lancaster County Rural Fire District Agency by their respective duty authorized representatives.

[separate signature pages to follow]

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 suburban fire district;

By: _____

Name: _____

Title: _____

Date: _____

CITY OF WAVERLY, NEBRASKA, a Nebraska
municipal corporation;

By: _____

Name: _____

Title: _____

Date: _____

FORM COUNTERPART SIGNATURE PAGE

INTERLOCAL COOPERATION ACT AGREEMENT
PROVIDING FOR THE CREATION, ORGANIZATION AND OPERATION OF THE
LANCASTER COUNTY RURAL FIRE DISTRICT AGENCY

The following Public Agency has executed this counterpart signature page to the Interlocal Cooperation Act Agreement providing for the creation, organization and operation of the Lancaster County Rural Fire District Agency to become an Additional Member to said agency by its respective duly authorized representative, and by such action agrees to be bound by such Interlocal Cooperation Act Agreement as provided therein as of the date indicated below.

[ADDITIONAL MEMBER NAME]

By: _____

Name: _____

Title: _____

Date: _____