

Appendix Item # 116.
Date 12-18-2019

INTERLOCAL AGREEMENT BETWEEN DODGE COUNTY, NEBRASKA
AND AMES DIKING/DRAINAGE DISTRICT, FOR THE COST SHARING
OF THE FLOOD DISASTER OF 2019

THIS INTERLOCAL AGREEMENT is made and entered into on this _____, 201_, by and between Dodge County, Nebraska, hereinafter referred to as Dodge County, and various political subdivisions of Dodge County, Nebraska, each party having been duly organized and now existing under the laws of the State of Nebraska. The effective date of this contract shall be _____, 201_.

WITNESSETH:

WHEREAS, Dodge County, Nebraska has incurred a large disaster from flooding in March, 2019; and

WHEREAS, Dodge County, Nebraska along with many other counties have been declared federal disasters and are eligible for Federal Emergency Management Agency (FEMA) funds and

WHEREAS, Dodge County, Nebraska and its political subdivisions have to pay for damages first before being reimbursed 75% by FEMA and 12.5% by State Disaster funds and

WHEREAS, that puts an unusual burden on Dodge County, Nebraska, and because of their smaller size it is even worse on its political subdivisions and

WHEREAS, Dodge County, will secure loans to pay for its own FEMA eligible damages and Ames Diking/Drainage District FEMA eligible damages; and

WHEREAS, Nebraska Interlocal Cooperation Act §13-801 through §13-827 Neb. and other Nebraska laws, as amended, authorize any county to contract with other political subdivisions to perform any governmental service, activity or undertaking which each contracting political subdivision is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by Nebraska Revised Statutes 13-801, et. seq. and Nebraska laws, as amended; and

WHEREAS, this Interlocal Agreement permits political subdivisions to make the most efficient use of their taxing authority and other powers by enabling the entities to cooperate on a basis of mutual

advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the entities, and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Nebraska shall govern in any matter relating pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect immediately upon ratification by Ames Diking/Drainage District and the Dodge County Board of Supervisors and once FEMA closes Dodge County claims.

3. TERMINATION

This agreement shall not be terminated until FEMA claims are closed.

4. DEFINITIONS

The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Billing and Payment. Ames Diking/Drainage District has to get a "Request for Public Assistance" (RPA) number immediately since FEMA's deadline on this disaster is April 20, 2019. Dodge County will only pay for FEMA eligible expenses and whenever the expense has been submitted to FEMA and assigned a "FEMA Project Number". Ames Diking/Drainage District agrees to reimburse the county for their FEMA eligible expenses. Ames Diking/Drainage District agrees to apply for FEMA funds for any claims submitted to the county and reimburse the County within 30 days of their receipt of FEMA or State funds.

5. HOLD HARMLESS AND INDEMNIFICATION

Dodge County agrees to hold harmless, indemnify and defend

Ames Diking/Drainage District, its officers, agents and employees, from and against any and all claims, losses or liability for injuries, sickness or death of persons, or damage to property arising out of any willful misconduct or negligent act, error or omission of Dodge County, its officers, agents or employees, in connection with the services required by the Agreement, provided, however,

Likewise, that Ames Diking/Drainage District also agrees to hold harmless, indemnify and defend Dodge County, its officers, agents and employees, from and against any and all claims, losses or liability for injuries, sickness or death of persons, or damage to property arising out of any willful misconduct or negligent act, error or omission of Dodge County, its officers, agents or employees, in connection with the services required by the Agreement, :

(a) Dodge County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the willful misconduct or negligence of Ames Diking/Drainage District, its officers, agents or employees or sub-consultants; and

(b) Ames Diking/Drainage District also agrees to indemnify, defend and hold harmless Dodge County to injuries, sickness, death or damage caused by or resulting from the willful misconduct of a third party other than an officer, agent or employee of Political subdivisions, and shall apply only to the extent of the degree of negligence or willful misconduct of Political subdivisions.

6. GENERAL PROVISIONS

(a) This Agreement does not create a new legal entity or a new administrative entity.

7. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

8. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement

between Dodge County and Ames Diking/Drainage District and supersedes all prior negotiations, representations or agreement, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made affective on the day and year first above written.

COUNTY OF DODGE

AMES DIKING/DRAINAGE DISTRICT

By _____

Signature of Chairman and Printed Name

By _____

Bob Missel

Chairman of the Dodge County Board of Supervisors

STATE OF NEBRASKA }

COUNTY OF DODGE } ss.

The foregoing Agreement was attested before me this ____ day of _____, 2019 by Bob Missel, Chairman of the Dodge County Board of Supervisors.

Fred Mytty, Dodge County Clerk