

Agenda Item # 22d
Date 2-18-2019

**Interlocal Cooperation Agreement
Between the
City of Fremont and Dodge County**

WHEREAS, both of the parties hereto are political subdivisions of the State of Nebraska, and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to §13-827, permits local governmental units to make the most efficient use of their powers to enable them to cooperate with other governmental units in an effort to provide services and facilities in a manner that will accord with the needs of their local communities; and

WHEREAS, it would be in the best interest of Dodge County and the City of Fremont (individually referred to as "entity," and collectively referred to as "entities"), that in emergency situations such as snow, tornados, floods, etc., that Dodge County and the City of Fremont may assist each other in the removal of snow, debris, and/or other emergency clean up or repairs in such a manner as to facilitate returning Dodge County and the City of Fremont to as close to normal conditions as practical, using the equipment and resources of either entity as may be agreed upon, and with the County Board Chairperson and Fremont Mayor being the administrators of this agreement; and

WHEREAS, Dodge County will assist, when able, the City of Fremont upon the request of the City's representative and will perform assistance under the supervision, direction and control of the City although County employees will remain County employees at all times during the emergency assistance to the City of Fremont; and

WHEREAS, City of Fremont will assist, when able, Dodge County upon the request of the County's representative and will perform assistance under the supervision, direction and control of the County although City employees will remain City employees at all times during the emergency assistance to Dodge County; and

WHEREAS, Dodge County and the City of Fremont agree to indemnify and hold harmless, protect and defend each other and the respective elected and appointed officials, employees, agents, and representatives of either entity against any and all claims, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from either entity or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity associated with the services provided under this agreement unless such damages are the direct and sole result of either entity's gross negligence, and

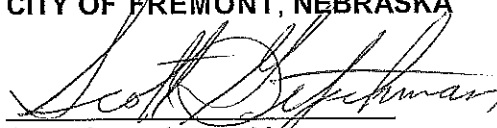
WHEREAS, this agreement will continue, until either entity withdraws from said agreement or terminates the same upon written notification to the other entity.

WHEREAS, no separate legal entity is created by this Agreement.

NOW THEREFORE BE IT RESOLVED that the City of Fremont and Dodge County agree to the contents of the above agreement.


Witness our hand and seal as set forth in duplicate original agreements.

CITY OF FREMONT, NEBRASKA

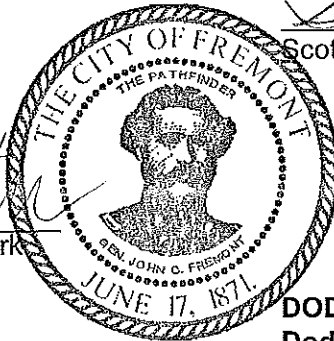


Scott Getzschman, Mayor

Attest:



Tyler Ficken, City Clerk



DODGE COUNTY, NEBRASKA
Dodge County Supervisors

Bob Missel, Chairman, Dodge County
Board of Supervisors

Attest:

Fred Mytty, Dodge County Clerk