

**INTERLOCAL COOPERATION AGREEMENT | III CORPS**

Pursuant to Neb. Rev. Stat. §13-801 et seq. (Reissue 2012), it is hereby agreed by and between the below listed counties and cities; that the counties and cities shall hereby enter into an interlocal cooperation agreement consistent with the Interlocal Cooperation Act and with the following terms and conditions to wit:

1. The counties and cities included within this agreement are as follows: Counties of Dodge, Saunders, Washington and Cuming and the cities of Fremont, Blair, and Wahoo.
2. The purpose of this agreement shall be to identify, apprehend and facilitate the prosecution of drug dealers and offenders within the area set forth above. The law enforcement agencies included within the described jurisdictions above will be participating in such drug enforcement and shall comprise a group known as III CORPS.
3. This agreement shall be made by and between III CORPS and the aforementioned agencies and shall take effect on November 30, 2023 and shall terminate upon when the purpose for which it has been entered into no longer exists, and it may be renewed, modified, extended or continued, unless earlier termination is agreed to by-and-between the parties as provided herein.
4. At any time during the operative dates of this agreement, any member of this compact that wishes to terminate their participation in the compact may do so by providing written notice of such intent not less than sixty (60) days prior to said termination. Notice shall be given to the established Board at a regular scheduled meeting.
5. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.
6. III CORPS will establish a Board which shall be a committee that will be responsible to oversee and establish priority cases for the III CORPS officers. This Board will also decide policy issues and ensure that the III CORPS officers are following established guidelines adopted by III CORPS. The III CORPS Board shall be comprised of a representative and one alternate from each member agency. Each member agency shall be responsible for selecting the representative and alternate from their respective agency. The term of the member shall be one year, however, the member may be reappointed.
7. Each party to this agreement shall be responsible for supplying sufficient man power necessary to ensure the reasonable safety of the investigators. Each member of the agreement shall also be responsible for supplying manpower to assist investigators with the execution of search warrants, arrest warrants, and other investigative activities as may be required. However, in no event shall liability arise to any party of this agreement for harm sustained by an officer who is engaged in activity pursuant to III CORPS and each party hereto agrees to hold all other parties harmless for injury, death, earning impairment, bodily disfigurement, or other physical and mental disability incurred by an officer while engaged in III CORPS activities.

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8. It is further understood and agreed that the prerogatives and responsibilities of supervision and/or discipline of personnel of III CORPS members acting hereunder shall at all times remain the responsibility and right of the III CORPS members respectively.
9. It is further understood and agreed between the parties that the personnel of the III CORPS member who, may from time to time, act in purported furtherance of this agreement whether singly or in concert with or without actual implied authorization, remain at all times and for all purposes the employees of their respective employers, and such agency/employers shall be solely responsible and accountable for their own employee and their employee's acts and omissions.
10. Personnel of III CORPS and III CORPS members shall forward reports, records, etc. as may be applicable in reference to any investigative work and provide assistance to local law enforcement personnel supplied by III CORPS and its members to the prosecutor's office in a timely manner.
11. It is further agreed and understood that III CORPS members and their respective personnel acting in furtherance of this agreement, whether in an investigative or support capacity, shall, at all times, comply with all policies, procedures and guidelines of III CORPS now or hereafter established.
12. Except as otherwise provided, equipment of III CORPS and III CORPS members, which may be utilized in furtherance of this agreement, shall at all times remain the property of the contributing agency which shall be sole responsibility for maintenance, repair, ordinary wear and tear, and damage, absent gross negligence or willful act of another.
13. The III CORPS Board shall meet monthly, or at least quarterly, to discuss on-going investigations, to review activity by the III CORPS officers, and provide assistance to such officers. The monthly meetings shall be held at a time and place to be set by the Board. The Board shall elect a chairman to lead each meeting and ensure that an agenda is followed. The term of this chairman shall be one year. Re-election of an existing chairman is allowed. The III CORPS chairman shall have the authority to act on behalf of III CORPS concerning matters of contractual agreements. In no event shall any party to this agreement be liable for debts of III CORPS in excess of III CORPS budget. All matters of expenditures shall be the decision of the III CORPS Board.
14. If III CORPS is involved with the seizure of property and/or the investigation which results in the seizure of property, reports pertaining to the property seized and/or the property subject to potential federal forfeiture shall be submitted immediately upon seizure to the appropriate federal justice agencies. All federal forfeitures obtained through III CORPS resources shall be considered income from the III CORPS program. If an individual agency action results in a forfeiture, and the action did not involve federally funded activities, the forfeiture proceeds may be disbursed pursuant to statutory guidelines without classification as program income for grant purposes.

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15. It is further agreed and understood that the parties hereto and the III CORPS members will cooperate in all respects to enhance the furtherance of the purpose of III CORPS and this agreement will be liberally construed to that end.
16. As part of this Agreement, applications may be made for grant funds, including funding provided in the Nebraska Commission on Law Enforcement and Criminal Justice Grant funding. In the event grant(s) is/are awarded, the grant application/award conditions shall become a part of this agreement. The budget(s) submitted and approved by the Nebraska Crime Commission or Grant fund source as part of the grant shall become the operating budget of III CORPS. Any variations in budget or procedures will be consistent with State and Federal guidelines, as per grant requirements, and agreed upon by a majority of committee members.
17. It is further understood and agreed that should funding of III CORPS grant be substantially reduced or eliminated, or legislative or judicial action prevent any party's ability to perform hereunder, that this agreement may terminate, but that failure to obtain grant funds shall not require termination. Upon termination of this agreement as set forth in this paragraph, all proceeds and receipts shall be returned to the various III CORPS members on proportionate basis to their contributors.
18. The resolutions passed by the political subdivisions of the III CORPS member agencies will become a part of this agreement by reference and hereto attached.
19. Each party hereto shall pay their pro rata share of costs on or before December 31<sup>st</sup> of each year during the term of this agreement. For purposes of this agreement, each party's pro rata share shall be that percentage of the total population of each member jurisdiction as compared to the combined total population of all parties hereto. In the case of Dodge County, the population of Fremont shall be excluded from its population. Each party's pro rata share shall either be paid in cash or in kind. For any party to receive credit for in kind payment, a written request shall be submitted to the III CORPS Board, which request shall specify the in kind service for which the party is requesting credit. Upon approval of a majority of the Board, the requesting party shall receive the appropriate credit.
20. If any party is in default of payment of any sums due and owing or does not provide the in kind service as per the agreement between the party and III CORPS Board prior to December 31<sup>st</sup> of each year, the defaulting party may be removed and terminated from this agreement; provided, however, prior to removal and termination, the defaulting party shall be given a written notice of the event of default and, if the defaulting party has not cured such default within sixty (60) days from the date of receipt of the notice of default, the defaulting party shall be deemed to be removed from the agreement and all rights thereto shall be terminated; provided, further, that any sums accruing prior to the date of removal and termination shall survive termination and shall remain due and payable to the III CORPS Board.

SIGNATURE PAGES (INTERLOCAL DRUG TASK FORCE AGREEMENT)

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## DODGE COUNTY

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Bob Missel  
Dodge County Board of Supervisors  
Board Chairperson

Attest:

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Micki Gilfry  
Dodge County Clerk

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Dustin Weitzel  
Dodge County Sheriff

Approved as to form and content:

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Pamela Hopkins  
Dodge County Attorney