

## INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into on this 8 day of DECEMBER, 2008, by and between the **EAGLE-ALVO RURAL FIRE PROTECTION DISTRICT #9**, hereinafter referred to as "District" and the **VILLAGE OF ALVO**, Cass County, Nebraska, an incorporated political subdivision, hereinafter referred to as "Village of Alvo" or "Alvo."

**WHEREAS**, it is the desire of the parties to enter into an Agreement under the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to §13-827, as amended from time to time, to provide for efficient fire protection and other emergency services within the respective boundaries of each political subdivision and to establish a manner to provide for the sharing of expenses and functions related thereto;

**WHEREAS**, Fire protection services which shall be provided by the Rural Fire District in cooperation with the Village of Alvo, shall also include ambulance and/or other emergency rescue services as physically possible, within the boundaries of each political subdivision.

**NOW, THEREFORE**, it is hereby mutually agreed by the parties as follows:

**1. COOPERATIVE SERVICES.** The District agrees to provide and make available to the Village of Alvo its fire apparatus and equipment for use against fires and other emergencies occurring within the corporate limits of the Village of Alvo at such times as said apparatus and equipment are not required for use against fires or other emergencies occurring within the territorial boundaries of the District. The Village of Alvo and its fire department agree to provide and make available to the District its fire and rescue apparatus and equipment for use against fires and emergencies occurring within the territorial boundaries of the District

including inside the corporate limits of the Village of Alvo, at such times as said apparatus or equipment are not required for use against fires and/or other emergencies occurring within the corporate limits of the Village of Alvo.

2. **BUILDINGS.** The Village of Alvo shall maintain an adequate building to house any vehicle reasonably required from time to time and all of the equipment required by the respective political subdivisions, including payment of all utilities and structure maintenance. The District agrees to pay to the Village of Alvo the annual fixed sum of \$\_\_\_\_\_ for the purpose of offsetting a portion of the utilities and maintenance expenses for such building. Such structure or structures shall be owned solely by the Village of Alvo and Alvo shall provide casualty and liability insurance coverage at all times solely at its expense.

3. **VEHICLES.** All special-use vehicles used to provide fire protection and other emergency services shall be owned and maintained by the District. The District shall, at its sole expense, provide the necessary maintenance, repair, upkeep, fuel, oil and fluids for, and casualty and liability insurance upon, said vehicles at all times.

4. **EQUIPMENT.** For purposes of this agreement, "equipment" shall include Fireman's safety equipment, including, but not limited to, bunker gear, breathing apparatus, helmets, boots and Misc. firefighting equipment, such as hooks, ladders, axes, saws, and other similar equipment.

5. **OWNERSHIP OF EQUIPMENT.** The purchase of new equipment shall be the responsibility of each entity as it elects to do so. Such equipment shall be owned by the entity that purchases it, but may be stored on special-use vehicles or in the buildings wherein the special-use vehicles and other equipment are stored. It is suggested that all such equipment be tagged or otherwise marked upon purchase so as avoid confusion about ownership at a later

time. The provision of personal protective equipment for Alvo volunteer firefighters shall be the responsibility of the Village of Alvo. Each entity is responsible for procuring and maintaining adequate property insurance coverage on each entity's respective equipment.

**6. FIRE DEPARTMENT.** The Village of Alvo shall maintain a voluntary fire department. It is acknowledged and agreed by the parties that the firefighters and other personnel of the Alvo Fire Department, if "employees" by any definition, are the employees of the Village of Alvo only and not those of the District. Said personnel shall at all times be under the full and exclusive control of the Village of Alvo and its fire department. Further, said personnel shall, from the date of their appointment until the date of termination of their appointment, be subject to such guidelines, rules, regulations and bylaws, as amended from time to time, as may enacted by the Village of Alvo or the Alvo Fire Department, including such as may be required by state or federal law, irrespective of whether the activities of said personnel shall be undertaken from time to time within or outside the corporate limits of the Village of Alvo.

It is mutually agreed that the both parties' personnel shall make every reasonable effort to answer all fire calls in the Village of Alvo, in the District at large, and elsewhere, if emergency conditions warrant, but neither shall be held responsible or accountable as between or by the other parties to this Agreement for any loss or destruction of property, errors in judgement, mistakes, accidents, or negligence, either gross or slight.

**7. INSURANCE AND WORKERS COMP.** The Village of Alvo shall maintain such insurance as may be required for liability of the Alvo department and shall at all times maintain workers compensation insurance coverage for its fire fighters as required by applicable state law.

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8. **TRAINING AND CERTIFICATION.** Fire fighters must receive the training and certification required by applicable state and federal statutes. The District may elect, from time to time, to reimburse Alvo or an individual fire fighter for any portion of the expenses related to training or certification. In order for any such reimbursement to be considered by the District, a request or plan for reimbursement must be approved by the District in advance of such expense being incurred.

9. **MUTUAL AID.** During the term of this Agreement, each party hereto agrees to make available to the other all of its equipment, personnel and other resources for use against fires occurring within the corporate limits of the Village of Alvo, or within the territorial boundaries of the District. Such use shall be generally on a first come, first served basis, but shall always be subject to the Fire Chief's discretion as to the determination of the priority of greatest safety needs.

10. **NONEXCLUSIVE.** Nothing in this Agreement shall require the District to maintain any or all of its available vehicles or equipment within the Village of Alvo at any given time. It is expressly understood and agreed by all parties hereto that the District also includes the Village of Eagle, in Cass County and various portions of Cass, Lancaster and Otoe counties; that the District also has mutual aid Agreements with other Fire Protection Districts in adjoining counties; and that the District reserves the sole right to determine where its vehicles and equipment shall be stored at any time and the right to change or adjust such storage arrangements at any time.

11. **DURATION.** This Agreement shall be in full force and effect from and after the date of its execution by all parties in the manner prescribed by law and it shall continue in full force and effect until (a) terminated by mutual agreement or (b) terminated by one of the

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parties by the serving a written Notice of Termination upon the other party at least 90 days prior to the date of termination stated in such Notice. The parties reserve the right to enter into any modifications of this Agreement as they may mutually agree to in writing at any time during the term hereof.

12. **DULY EXECUTED.** Each entity covenants that this Agreement has been formally approved and executed in the manner prescribed by law, and that all steps requisite to its execution have been taken according to law.

Executed on the date first shown above.

**VILLAGE OF ALVO, NEBRASKA**

BY: David Brett  
Chairperson

ATTEST:

Angela Stewart  
Alvo Village Clerk

**EAGLE-ALVO RURAL FIRE PROTECTION DISTRICT #9**

BY: Arnold Schroder V.P.  
President

BY: Marlon Johnson  
Secretary

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