

Interlocal Agreement
Risk Manager

THIS AGREEMENT is made and entered into by and between the city of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "city," and the county of Lancaster, Nebraska, hereinafter referred to as "county."

WHEREAS, the Interlocal Cooperation Act, (Neb. Rev. Stat., §§23-2201 to 23-2207 (1943)), provides that two or more public entities may enter into agreement for joint and cooperative actions; and

WHEREAS, the city has created the position of risk manager to evaluate the exposures to loss facing the city; to recommend the treatment of these exposures; and to implement and monitor the treatment of these exposures to loss; and

WHEREAS, on July 19, 1976, the city and county entered into an interlocal agreement for the joint and cooperate use and funding of a risk manager; and

WHEREAS, conditions have changed since the existing agreement was executed by the city and county; and

WHEREAS, city and county desire to enter into a new agreement.

NOW, THEREFORE, it is mutually agreed between the city and county that the aforesaid agreement entered into on July 19, 1976, is hereby terminated and a new agreement is entered into upon the following terms and conditions:

1. Risk manager; duties. The city-county risk manager shall serve as risk manager for both the city and the county, with duties which include:

(a) Identification of exposure to loss:

- (1) Examination and inspection of all city and county operations and properties;
- (2) Review of all contracts to determine what exposures to loss are involved;

(b) Evaluation of the impact of those exposures to loss;

(c) Selection of the proper technique for treating those exposures to loss, including such

things as:

(1) Development of a loss prevention and loss control program;

(2) Evaluation and recommendations with regard to a risk retention and risk financing program;

(3) Evaluation of the adequacy and suitability of insurance coverages;

(4) Recommendations for consolidation, coordination, and more efficient use of self-insured and insured expenditures by the county and city;

(5) Development of specifications for insurance coverages, evaluation of proposals from insurance companies, and recommendations regarding the selection of proper policies for submission to the city and/or county for acceptance;

(d) Development of standard operating procedures and manuals covering safety and loss prevention, accident and claim reporting and insurance policy manuals for department heads.

(e) Recognizing that the above duties are a partial recital of the risk manager's duties and responsibilities, it is further expected that the risk manager will perform all duties necessary to effect the operation of an efficient risk management program.

2. Outside audit. The county risk management program will be evaluated by an outside consultant after the first year of operation under this agreement and, if found satisfactory, at least

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every three (3) years thereafter. Such outside audit shall be at the sole cost and expense of the county.

3. Appointment. The city-county risk manager shall be a classified employee of the risk management division of the department of administrative services of the city who shall be appointed by the administrative director subject to the approval of the county board. The risk manager shall be subject to the rules and regulations governing the classified service of the city and shall be subject to removal only in accordance with such rules and regulations as presently existing or as they may from time to time be amended.

4. Funding and equipment. The risk management division shall be budgeted by the city, and the county shall annually reimburse the city for one-third of the expense of operation of the risk management division; provided, the city and county shall each pay their entire costs of any support staff needed in connection with any self-insured programs instituted at any time by either party.

5. Term and termination. This agreement shall be in effect from and after its execution by both parties and shall remain in force and effect until it is properly terminated as hereinafter provided. This agreement may be terminated by one party serving sixty (60) days written notice upon the clerk of the other party of its intention to terminate this agreement. (City Resolution A-69142, November 7, 1983; County Approval November 22, 1983).