

*Interlocal Agreement
Aging Advisory Board*

This agreement is 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 "primary county," and county of Butler, Nebraska, hereinafter referred to as "participating county."

WHEREAS, city and primary county entered into an agreement establishing a joint city-county agency known as the Lincoln area agency on aging hereinafter referred to as 'agency' which has been designated by the Nebraska department on aging as the official area agency on aging; and

WHEREAS, the Nebraska department on aging has restructured planning and service areas of the state to permit Butler, Fillmore, Polk, Saline, Saunders, Seward, and York counties to join with Lancaster county and the city of Lincoln for the purpose of obtaining services of an established area agency on aging subject to said jurisdictions mutually agreeing on the terms of the agency's administration and the sharing of fiscal obligations for agency operation;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The city shall continue to be responsible for the administration, staffing, and governing of the Lincoln area agency on aging.

2. Lincoln area agency on aging advisory council. There is hereby established an advisory board to be known as the Lincoln area agency on aging advisory council the purpose of which shall be to advise the agency on the concerns of elderly citizens throughout the jurisdiction of the city of Lincoln, Lancaster county, and the participating county. The membership of said council shall be determined as follows: The primary county and each participating county shall be entitled to one representative. Additionally, the primary county and each participating county shall be entitled to one additional representative who must be age 60 or above for each 4,000 persons of its population or remaining fraction thereof who are age 60 or above.

Appointment of representatives to the Lincoln area agency on aging advisory council shall be the responsibility of each county's governing board. Provided, however, that representatives from the primary county shall be appointed by the mayor and the county board of the primary county with the concurrence of the city council of the city. Each county board shall appoint its first representative for a one-year term, and all subsequent appointments for three-year terms, except in the case of appointments made to fill vacant unexpired terms. A member may be removed by the county board appointing said member upon receipt of a formal recommendation for removal forwarded to that county board by the Lincoln area agency advisory council.

3. Services provided to participating county. The executive and staff of the Lincoln area agency on aging shall provide to the participating county the services of planning and coordination for the development and operation of aging programs, and information and referral services for older citizens within said participating county, provided that said participating county pays its proportionate share of the annual required non-federal cost of providing said services, which cost shall be computed annually by the agency on the basis of each participating county's elderly population. The method of computation and the cost shares for fiscal year 1986-1987 are attached hereto and marked "Exhibit A" and made a part hereof. The participating county shall within a reasonable time, upon acceptance of this agreement, deposit with the Lincoln area agency on aging account, its cost share for the fiscal year 1986-1987 budget period and its proportionate annual cost share thereafter as long as this agreement remains in force. The cost of any of the services provided

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to the participating county not specifically named in this section shall be the sole responsibility of the participating county and shall be incurred by the participating county's express approval of a budget and operational plan pertaining to any such services.

4. Disposition of assets upon termination. Upon termination of this agreement, all monies paid by the participating county to the agency and all property purchased with such monies shall remain the property of the agency.

5. Term. This agreement shall continue in force and effect from the date of execution by the parties unless terminated prior to June 1, for the succeeding fiscal year by written notice to the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written. (City resolution A-70721, April 28, 1986; county adoption March 24, 1986).