

*Interlocal Agreement
Civil Defense Agency*

THIS AGREEMENT, made and entered into by and between the County of Lancaster, Nebraska, hereinafter called the "County," and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the "City."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 13, Article 8, R.R.S. Neb. (1943), permits units of local government of the State of Nebraska to cooperate with one another for the purpose of jointly exercising governmental authority and responsibility which they share in common; and

WHEREAS, pursuant to Lincoln Municipal Code, Chapter 4.44, the County and the City have operated a joint Civil Defense Agency in accordance with Chapter 81, Article 8, R.R.S. Neb. (1943) which has been administered as an agency of the City of Lincoln; and

WHEREAS, the City and County are presently agreeable to the transfer of the performance of all Civil Defense functions within the City and County from City administration to County administration, pursuant to the Nebraska Disaster and Civil Defense Act of 1973, Chapter 81, Article 8 (Reissue 1987), and the Lincoln Municipal Code, Chapter 4.44.

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

1. Transfer of Agency. The City and County do hereby agree to the transfer of the Lincoln-Lancaster County Civil Defense Agency, hereinafter referred to as "Agency," from City administration to County administration. Said Agency shall be under the administrative control of the County, and shall have the duty and responsibility of providing all civil defense functions for the City of Lincoln and Lancaster County pursuant to the above-mentioned Act.

2. Civil Defense Director. The County and City hereby agree to hire a Civil Defense Director for the above Agency, who shall be a full-time employee in the classified service of the County, to be appointed by the County Board of Commissioners and confirmed by the City Council and the Mayor. The Civil Defense Director is also designated as Emergency Services Coordinator.

3. Duties of Civil Defense Director. The Civil Defense Director shall be the director of the Lincoln-Lancaster County Civil Defense Agency and shall perform all duties of such office, pursuant to state and local law, on behalf of the City of Lincoln and the County of Lancaster, subject to the direction and control of the County Board of Commissioners.

All existing County and City departments, officers, offices, commissions, boards, and agencies are encouraged to cooperate with and extend their services and facilities to the Director as the same shall be necessary.

4. Staff Assistance. The County and the City may approve, fund, and assign to the Civil Defense Director such administrative, professional, and clerical staff as may be necessary to provide assistance in the performance of the duties and responsibilities herein prescribed. The County and the City may further approve and fund such consultant or subcontracted services as may be necessary to accomplish said duties and responsibilities.

5. Transfer of Present Employees. It is hereby agreed that the present Civil Defense Director and Assistant Civil Defense Director shall become full-time employees in the unclassified service of the County. As employees in the unclassified service of the County, such persons shall be

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subject to the discharge and discipline by the Lancaster County Board. The employment dates of such employees shall be the date of employment by the City or County, whichever is earlier.

If on September 1, 1992, the transferred employees have participated in the City's retirement plan for at least five years, then all vested funds paid into the City's plan for such employees' benefit shall be frozen. Thereafter, such funds shall be subject to the City's ordinances, regulations, and practices. If the transferred employees have not participated in the City's plan for five years on September 1, 1992, then the employee's share shall be refunded and the City's portion shall be forfeited. All transferred employees shall thereafter participate in the retirement plan of the County on the same basis as all other County employees.

The transferred employees shall retain all vacation and sick leave accrued as of the date of this Agreement; provided, however, thereafter the use and accrual of such vacation and sick leave shall be governed by the rules of the County for persons in the unclassified service. All other terms and conditions of employment shall be governed by such rules or as determined by the Lancaster County Board.

6. Disposition of Clerical Staff. The clerical position presently in the Agency shall become a clerical position in the Emergency Communications Center, hereinafter called the "Center," which is under the administrative control of the City, and shall continue to serve both the Agency and the Center. The present employee in the position shall remain in the City's classified service and shall not be considered to be an employee of the County for any purpose. Fifty percent (50%) of the employee's salary and benefits shall be included in the Agency's annual budget and paid into the Emergency Communication Fund of the City. All personnel action involving this clerical staff shall be governed by and be made in accordance with the Personnel Rules of the City of Lincoln. The City agrees that the Agency Director and Assistant Director have authority to supervise and direct the Emergency Communication Center employee in the performance of his or her civil defense duties.

All future employees shall be employees of the County and shall be entitled to salary and benefits in accordance with the Personnel Rules of Lancaster County and any applicable collective bargaining agreement.

7. Advisory Defense Council. The Advisory Defense Council shall be constituted and shall perform the duties as provided in Lincoln Municipal Code, Chapter 4.44. The Advisory Defense Council shall also provide an overview of the Agency's operation and serve in an advisory capacity to the County Board of Commissioners on all matters pertaining to the Agency's operation and personnel.

8. County-City Funding. Each year while this agreement is in effect, the County Board of Commissioners and the City Council shall each separately consider and approve or reject the regular operational budget submitted by the Civil Defense Director, through their normal budgetary procedures. After all non-local government funding, the County shall pay fifty-seven percent (57%) and the City pay forty-three percent (43%) of the operational budget so approved with the exception of capital expenditures, for which the County shall pay fifty percent (50%) and the City shall pay fifty percent (50%). The City shall administer the Agency's budget through August 12, 1992, after which time the County shall administer the Agency budget, and the City shall transfer the balance of funds of the Agency's current City budget to the County Treasurer. Thereafter, on or before the fifteenth (15th) day of January of each year, while this agreement shall be effective, the City shall transmit to

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the County its share of the current budget for the Agency, with adjustment made for any balance or deficit in the local government share of the previous budget. The Civil Defense Director shall also submit to the County and/or City such other financial reports as may be requested from time to time.

9. Federal and Other Funding. All federal funds received by the Agency for operational, capital expenditures or other use, and any funds received by the Agency from government sources other than County, City, State, or Federal, or from any non-governmental sources for like purposes, shall be deposited with the County Treasurer.

10. Personal Property Acquired. Personal property for the operation of the Agency shall be supplied as needed from current Agency property. Future personal property needs shall be met with funds provided through the funding process described in Paragraph 8 of this Agreement, the personal property shall be disposed of on the following basis: all personal property originally supplied solely by City or County shall revert to the supplier thereof; all property subsequently acquired shall be divided as nearly as possible on the basis of funds provided according to Paragraph 8 hereof.

11. Declaration of Emergency. A local disaster emergency may only be declared by the principal executive officer of each political subdivision pursuant to Neb. Rev. Stat. § 81-829.50 (Reissue 1987). Accordingly, local disaster emergencies may be declared by the Mayor or Acting Mayor if such disaster emergency is within the corporate boundaries of the City of Lincoln, and may be declared by the Chairman of the County Board of Commissioners if the emergency is outside of the corporate limits of the City of Lincoln.

12. Term of Agreement. This Agreement shall take effect on August 13, 1992, and shall remain in full force and effect until terminated in the manner hereinafter provided. The Agreement may be terminated by resolution of either the County Board of Commissioners or the City Council. Termination shall not be effective, unless by mutual agreement, until either ninety (90) days from the date of such resolution, or until the end of the then current budgetary year, whichever is later.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed by the duly authorized officers as of the date below indicated. (City Resolution A-75018; September 21, 1992; approved by County Board August 18, 1992; prior City Res. A-63884; May 23, 1977; prior County Res. 3179; May 25, 1977).