

## **INTERLOCAL MUTUAL AID ASSISTANCE AGREEMENT**

This Interlocal Agreement for Emergency Mutual Aid and Assistance ("Agreement") is entered into by and among:

- Scotts Bluff County, Nebraska
- Banner County, Nebraska
- Kimball County, Nebraska
- Sioux County, Nebraska
- Dawes County, Nebraska
- Morrill County, Nebraska
- Box Butte County, Nebraska
- Cheyenne County, Nebraska
- Deuel County, Nebraska
- Garden County, Nebraska
- Sheridan County, Nebraska

(Collectively referred to as the "Parties")

**WHEREAS**, the safety and protection of the citizens, property, and infrastructure of the participating counties is of paramount importance to the governing board of each participating County and all levels of local government;

**WHEREAS**, pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, and the Nebraska Emergency Management Act, Neb. Rev. Stat. §§ 81-829.36 to 81-829.75, the Parties are authorized to enter into mutual aid arrangements for reciprocal emergency management assistance in case of disaster, emergency, or civil defense emergency beyond what any county can address unassisted;

**WHEREAS**, the Parties recognize that disasters and emergencies such as severe flooding, wildfires, tornadoes, structural collapse, hazardous materials incidents, and other major incidents may exceed the individual county's capacity to respond effectively without assistance from neighboring counties;

**WHEREAS**, Federal Emergency Management Agency (FEMA) and State of Nebraska emergency management policies recognize the importance of written mutual aid agreements to facilitate coordination, resource sharing, and reimbursement;

**WHEREAS**, the Parties desire to establish a framework for the sharing of equipment, supplies, facilities, personnel, and services during a natural disaster, human-made disaster, or other emergency; and

**WHEREAS**, pursuant to Neb. Rev. Stat. § 81-829.48, each county shall develop or cause to be developed mutual aid arrangements consistent with the State Emergency Operations Plan.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

## **SECTION I. DEFINITIONS**

A. **"Agreement"** – This document and all amendments thereto constituting the Interlocal Emergency Mutual Aid and Assistance Agreement.

B. **"Aid and Assistance"** – Personnel, equipment, facilities, supplies, services, vehicles, apparatus, materials, and other resources, whether tangible or intangible, provided in response to an emergency or disaster.

C. **"Authorized Representative"** – An official of a Party to this Agreement who has been authorized in writing by the Board of County Commissioners (or equivalent governing body) to request, offer, or provide assistance under this Agreement. To be listed by each Party in Appendix A attached hereto.

D. **"Disaster or Emergency"** – The occurrence or imminent threat of widespread or severe damage, injury, loss of life, or property loss resulting from:

- Natural incidents (flooding, tornadoes, severe weather, earthquakes, wildfires)
- Human-made disasters (hazardous materials releases, industrial accidents, structural collapses, transportation incidents)
- Public health emergencies
- Any other incident that directly affects public safety and exceeds the individual county's capacity to respond

E. **"Provider"** – A Party to this Agreement that has received a request and has agreed to furnish aid and assistance to another Party.

F. **"Recipient"** – A Party to this Agreement receiving aid and assistance from another Party.

G. **"County Emergency Management Director"** – The designated emergency management official for each participating county.

H. **"Dispatch"** – The County Emergency Services 911 Dispatch Centers or other established emergency communications network.

I. **"Personnel"** – Employees, contractors, or volunteers of a Provider County who are authorized and deployed to provide aid and assistance.

J. **"Equipment"** – Vehicles, apparatus, tools, heavy machinery, and other tangible assets provided by a Provider to assist during an emergency.

## **SECTION II. AUTHORITY AND OBLIGATIONS**

**A. Authority** – This Agreement is entered into pursuant to Neb. Rev. Stat. § 13-801 et seq. (Interlocal Cooperation Act), Neb. Rev. Stat. § 81-829.48 (mutual aid arrangements), and Neb. Rev. Stat. § 81-829.47 (interjurisdictional emergency management arrangements).

**B. Primary Responsibility** – It is expressly understood that each Party's foremost responsibility is to its own citizens and the protection of its own county's resources. This Agreement shall not be construed to impose an absolute obligation on any Party to provide aid and assistance. When aid and assistance have been requested, a Party may determine itself unavailable to respond based on its own operational needs and shall promptly inform the requesting Party of such determination.

**C. Good Faith Effort** – Except as provided in subsection B above, each Party shall make a good faith effort to provide requested assistance, consistent with the mutual aid principles established in the State Emergency Operations Plan.

**D. Consistency with State Plan** – All mutual aid arrangements shall be consistent with the most current Nebraska State Emergency Operations Plan maintained by the Nebraska Emergency Management Agency (NEMA).

## **SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE**

**A. Initial Request** – A request for assistance shall be made by the Authorized Representative of the Recipient County to the Authorized Representative of the Provider County. Such request shall:

- Indicate that it is made pursuant to this Agreement
- Specify the type of assistance needed
- Identify the nature and scope of the emergency or disaster
- Describe the equipment, supplies, or personnel needed
- Provide estimated duration of assistance required
- Identify a Recipient contact person and communication methods

**B. Methods of Requesting** – Requests may be made by:

- Telephone to the County Emergency Management Director or Dispatch Center (to be followed as soon as practicable by written confirmation)
- Email to the Authorized Representative
- Radio communications through established emergency frequencies
- In-person communication during the emergency response

**C. Designation of Authorized Representatives** – Each Party shall designate an Authorized Representative and one or more alternates. Designations shall be:

- Communicated in writing to all other Parties prior to or concurrent with execution of this Agreement
- Annually updated or upon any change
- Provided to the County Emergency Management Director
- Include name, title, phone number, email, and hours of availability

**D. Regional Coordination** – For emergencies affecting multiple counties within a region, requests may be coordinated through the designated Regional Emergency Management Coordinator, if one is established. The County Emergency Management Director of the most affected county shall serve as the incident coordinator absent other agreement(s).

#### **SECTION IV. PROVISION OF AID AND ASSISTANCE**

**A. Types of Assistance** – Aid and Assistance may include, but is not limited to:

- Fire suppression equipment and personnel
- Flood response equipment (pumps, barriers, sandbags, rescue equipment)
- Law enforcement personnel and equipment
- Emergency medical services personnel and vehicles
- Search and rescue personnel and equipment
- Heavy equipment (e.g., bulldozers, excavators, dump trucks, cranes)
- Hazardous materials response teams and equipment
- Public works personnel and equipment
- Emergency shelter supplies and facilities
- Water, food, and medical supplies
- Communications equipment and personnel
- Debris removal and cleanup equipment
- Equipment set forth on FEMA Schedule of Equipment
- Any other equipment or personnel necessary to address the emergency

**B. Voluntary Assistance** – A Provider may offer assistance without a specific request. The Recipient shall notify the Provider if such offer is accepted.

**C. Supervision and Control** – The Provider shall designate supervisory personnel among its employees sent to render assistance. The Recipient shall:

- Provide necessary credentials and authorizations to Provider's personnel to operate within the Recipient's jurisdiction
- Assign work tasks to Provider's supervisory personnel

- Coordinate between Provider's supervisory personnel and Recipient's command structure

Provider's supervisory personnel shall have the authority to:

- Assign work and establish work schedules for Provider's personnel
- Maintain daily personnel time records, material records, and equipment hour logs
- Report work progress to Recipient at intervals specified by Recipient

**D. Operation of Equipment** - Each Party shall operate its own equipment with its own operators, personnel, and supervisory control unless otherwise specifically agreed in writing by the Parties for a particular incident or assignment. No Party shall be required to furnish operators for another Party's equipment, nor shall any Party operate another Party's equipment except upon the express direction and authorization of the owning Party or as otherwise specifically agreed in writing. Any such deviation shall not be deemed a general waiver of this provision.

**E. Duration and Extensions** – Unless otherwise agreed in writing:

- Initial assistance period shall be twenty-four (24) hours from time of arrival
- Extensions shall be in increments agreed upon by Authorized Representatives of both Parties
- Assistance may be terminated upon good faith notice by either Party

**F. Recall Authority** – Provider's personnel, equipment, and resources remain subject to recall by Provider if necessary to provide for its own county's citizens or respond to emergencies within its jurisdiction. Provider shall make a good faith effort to provide at least eight (8) hours advance notice to Recipient of intent to recall resources, unless impracticable, in which case as much notice as reasonable shall be provided.

**G. Safety Standards** – All Personnel shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, National Incident Management System (NIMS) protocols, and local safety requirements. The Recipient shall provide necessary safety briefings and hazard information.

## **SECTION V. REIMBURSEMENT**

**A. General Principle** – This agreement is entered into with the understanding that no charges will be assessed directly to any of the other parties to this Agreement unless specifically stated herein. **The sole exceptions are: (1) specialized consumable supplies such as special suppression materials (foams, gels, chemical agents) where the Providing Party may request reimbursement for actual cost of materials consumed; and (2) lodging and food expenses, for which the Requesting Party shall be responsible unless it specifically notifies the Providing Party that emergency conditions prevent provision of such support, in which case the Providing Party shall send only self-sufficient personnel and no reimbursement for such expenses shall be sought.**

The Parties may seek reimbursement for eligible costs through federal, state, or other third-party sources, including but not limited to FEMA Public Assistance grants, emergency grants, funds or awards available through the State of Nebraska, or insurance recoveries, without obligation to pass through such recoveries to other Parties unless agreed in writing

**B. FEMA Reimbursement Compliance** – All cost documentation shall comply with FEMA Public Assistance program requirements to facilitate federal reimbursement. Costs shall be documented with sufficient detail to support claims.

**C. Record Keeping** – The Recipient shall:

- Provide information and directions to Provider's Personnel for accurate record keeping
- Maintain records of all assistance provided and costs incurred
- Allow Provider access to records and cost documentation
- Provide invoicing procedures and timelines

Provider shall:

- Maintain detailed records of Personnel hours, equipment usage, materials consumed, and all costs incurred
- Document all expenses with supporting invoices, receipts, and timesheets
- Maintain records in accordance with FEMA Public Assistance requirements
- Retain records for at least seven (7) years from final payment date

**D. Billing Procedures** – Provider shall submit an invoice for all reimbursable costs and expenses, together with appropriate supporting documentation as required by Recipient, as soon as practicable after costs are incurred but not later than forty-five (45) days following the period of assistance. Recipient shall pay the invoice or advise of any disputed items not later than forty-five (45) days following receipt of invoice.

**E. Audit and Inspection** – Provider agrees to make all records regarding costs and expenses available for audit and inspection by Recipient, the State of Nebraska, NEMA, and the federal government upon request. Records shall be maintained for at least seven (7) years after the date of final payment.

**F. Dispute Resolution** – If Recipient disputes any invoiced costs, Recipient shall provide written explanation of the dispute within forty-five (45) days of receipt of invoice. Parties shall attempt to resolve disputes through discussion between Authorized Representatives. If unresolved within thirty (30) days, disputes may be referred to the respective County Attorneys for legal review and resolution.

## **SECTION VI. PROVIDER'S EMPLOYEES AND LIABILITY**

**A. Status of Personnel** – Whenever Provider's Personnel are rendering aid and assistance pursuant to this Agreement:

- Such Personnel remain employees or agents of the Provider
- They retain all powers, duties, immunities, and privileges ordinarily possessed when performing duties within the Provider's jurisdiction
- They act under the direction of Provider's supervisory personnel and under the operational control of the Recipient as to work assignment

**B. Workers' Compensation** – It is mutually understood that:

- The Recipient shall not be responsible for reimbursing workers' compensation benefits for Provider's Personnel
- Each Party shall be responsible for payment of workers' compensation benefits only to its own employees
- Provider shall maintain workers' compensation insurance coverage in accordance with Nebraska law
- Provider's workers' compensation coverage shall extend to Provider's Personnel engaged in assistance under this Agreement

**C. Governmental Immunity** – To the extent permitted by law:

- Each Party retains all applicable governmental immunities
- Provider's Personnel retain the same immunities when rendering aid and assistance under this Agreement as they would possess if performing duties within their home county
- Neither Party waives any legal immunity or defense available under Nebraska law

**D. Indemnification and Hold Harmless** – To the extent permitted by law, each Party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other Parties (as Indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and liabilities arising out of or relating to

- Indemnitor's negligence or willful misconduct
- Acts, errors, or omissions of Indemnitor or its Personnel
- Claims, liens, demands, actions, or causes of action in connection with Indemnitor's performance or non-performance under this Agreement

Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this agreement shall require any Party to indemnify or hold harmless any other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

**E. Firelines and Response-Related Damage** - To the extent permitted by Nebraska law, and except as otherwise expressly agreed in writing for a particular incident, the Recipient County shall be responsible for the reasonable costs of restoration or repair of firelines,

dozer lines, access routes, staging areas, or other damage to private property that is reasonably and directly occasioned by response operations performed at the request of the Recipient County under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive, limit, expand, or otherwise affect any immunity, defense, limitation of liability, or other protection available to the Recipient County, its officers, employees, volunteers, or agents under the Nebraska Political Subdivisions Tort Claims Act, the Nebraska Emergency Management Act, the Nebraska State Tort Claims Act, or any other applicable federal or state law. Any claim for compensation or reimbursement shall be subject to and controlled by applicable Nebraska law, including any notice, filing, proof, or administrative requirements, and nothing herein shall create a right to payment where none otherwise exists under law.

**F. Insurance** – Each Party shall maintain appropriate general liability insurance, workers' compensation insurance, and other coverage as required by law. Insurance shall be:

- Maintained with reputable insurers authorized to do business in Nebraska
- Provided in amounts appropriate to the Party's operations and risk
- Not limited to or reduced by this indemnification provision

**G. Coordination with Insurance** – Any insurance protection obtained shall in no way limit the responsibility to indemnify or hold harmless the other Party. Each Party retains sole responsibility for determining appropriate coverage.

**H. No Liability for Failure to Respond** – It is understood and agreed by all the parties to this Agreement that assistance is not assured or guaranteed to any party herein. It is expressly agreed by and between all parties that any party to which a request is made, or which shall otherwise have knowledge of need of assistance in another county that is a party herein, shall have no liability whatsoever to the requesting party or any other signatory hereto or to the officers or employees of any party or to any third person whomsoever for failure for whatever reason to respond to, or delay in responding to, a call for assistance or failure to communicate such call or any failure or delay.

## **SECTION VII. NONDISCRIMINATION**

Each party agrees that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122 and 42 USC § 12101, et seq., Parties and their subcontractors will not discriminate against any employee or applicant for employment, to be employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges or employment because of the age, race, color, religion, sex, disability, political or religious opinions or affiliations, or national origin of the employee or applicant. Parties and their subcontractors shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances.

## **SECTION VIII. AMENDMENTS**



This Agreement may be modified at any time upon the mutual written consent of all Parties. Modifications shall be:

- Executed by authorized representatives of each Party
- Signed by all Parties or their designees
- Filed with the Nebraska Auditor of Public Accounts as an amendment to this Agreement

Additional counties may become Parties to this Agreement upon:

- Execution of this Agreement or a written acceptance of the Agreement by the new Party
- Approval by the Board of County Commissioners of the new Party
- Notice to all existing Parties

## **SECTION IX. TERM AND TERMINATION**

**A. Initial Term** – This Agreement shall become effective upon execution by all Parties and shall remain in effect for an initial term of two (2) years from the date of the last signature.

**B. Renewal** – This Agreement shall automatically renew for successive two (2) year terms unless terminated by a Party as set forth hereinbelow.

**C. Termination by Any Party** – Any Party may terminate this Agreement upon thirty (30) days advance written notice to all other Parties. Notice shall be delivered by:

- Email to all Authorized Representatives
- Certified mail to each county's Board of County Commissioners

**D. Effect of Termination** – Termination of this Agreement shall not affect:

- The obligation of any Party to reimburse costs and expenses incurred prior to the effective date of termination
- Outstanding invoices or claims
- The survival of indemnification provisions (see Section VI.D)
- Continuing obligations related to pending assistance or emergencies in progress

**E. Survival** – The following provisions shall survive termination of this Agreement:

- Reimbursement obligations for costs incurred before termination
- Indemnification and hold harmless provisions
- Audit and record inspection rights
- Nondiscrimination provisions

## **SECTION X. GENERAL PROVISIONS**

**A. Filing with Auditor** – This Agreement shall be filed with the Nebraska Auditor of Public Accounts in accordance with Neb. Rev. Stat. § 13-806 within thirty (30) days of execution. Each Party shall file the required Interlocal Agreement Report Form annually by September 30th.

**B. Independent Contractors** – No separate legal or administrative entity is created by this Agreement. Any and all acts of any Party or its personnel, employees, agents or contractors, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other.

**C. Property** – This Agreement shall establish no authority to acquire, hold and dispose of any real and/or personal property. Each party's property shall continue to be owned solely by the party. Each of the parties shall be fully responsible for all fuel costs, repairs, maintenance and upkeep of its own equipment.

**D. Remaining Parties** – In the event any party hereto shall cease to be a party under this Agreement, the parties remaining shall continue their relationship under the terms of this Agreement.

**E. Severability** – Should any clause, sentence, provision, paragraph, or part of this Agreement be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, which shall remain in full force and effect.

**F. Entire Agreement** – This Agreement, including any amendments duly executed by the Parties, constitutes the entire agreement between the Parties regarding mutual aid and emergency assistance. It supersedes all prior negotiations, representations, and understandings.

**G. Governing Law** – This Agreement shall be governed by the laws of the State of Nebraska without regard to its conflict of laws principles. Venue for any legal action shall be in the county where the emergency occurred or in the appropriate federal forum.

**H. Notices** – Any notice required by this Agreement shall be in writing and shall be effective upon:

- Personal delivery
- Delivery by email with read receipt
- Certified mail, return receipt requested
- Delivery to the Authorized Representative or County Emergency Management Director

**I. Headings** – Section headings are for convenience only and shall not be construed as modifying or affecting the express terms of this Agreement.

## **SECTION XI. EFFECTIVE DATE AND SIGNATURES**

This Agreement shall take effect upon its execution by the Board of County Commissioners (or governing body) of each Party and shall remain in effect according to the terms set forth in Section IX.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below by their duly authorized representatives:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SEPARATE SIGNATURE  
PAGES WILL FOLLOW]

**SCOTTS BLUFF COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF SCOTTS BLUFF,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Scotts Bluff County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BANNER COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF BANNER,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Banner County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**KIMBALL COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF KIMBALL,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Kimball County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIoux COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF SIOUX,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Sioux County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**DAWES COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF DAWES,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Dawes County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**MORRILL COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF MORRILL,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Morrill County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BOX BUTTE COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF BOX BUTTE,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Box Butte County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**CHEYENNE COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF CHEYENNE,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Cheyenne County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**DEUEL COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF DEUEL,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Deuel County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**GARDEN COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF GARDEN,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Garden County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SHERIDAN COUNTY, NEBRASKA**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: THE COUNTY OF SHERIDAN,

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chair – Sheridan County

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

# APPENDIX A: DESIGNATED AUTHORIZED REPRESENTATIVES

*Update annually or upon any change in designated representatives*

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Scotts Bluff					

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Banner					

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Kimball					

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Sioux					

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Dawes					

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Morrill					

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Box Butte					

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Cheyenne					

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Deuel					



County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Garden					

County	Primary Representative	Alternate Representative	Position	Contact Phone	Email
Sheridan					