



## INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the Raymond Rural Fire Protection District, a Nebraska political subdivision, hereinafter “RFD”, and the Village of Davey, Nebraska, a Nebraska municipality, hereinafter “Village”:

WHEREAS, the Nebraska Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and governmental instrumentalities on a basis of mutual advantage, and thereby provide services and facilities in a manner and pursuant to the forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, the Village believes it is in the best interest of public safety and the citizens of the Village that Village contract with the RFD for fire suppression and emergency medical rescue services;

NOW, THEREFORE, based upon the mutual promises and covenants herein contained and pursuant to the Nebraska Interlocal Cooperation Act, the parties agree to the following terms and conditions:

1. **SERVICES.** RFD shall provide to the Village fire suppressions and emergency medical rescue services. The parties understand and agree that the services to be provided by RFD are based upon the existing number of volunteers serving as members to the volunteer fire and rescue department who provide services on behalf of the RFD. The parties further understand and agree that the RFD is not required nor expected to purchase any additional equipment, apparatus or trucks in order to provide services as contemplated herein.
2. **TERM.** Services to be provided by RFD shall commence on July 1, 2021 and shall terminate on June 30, 2023.
3. **PAYMENT.** The payment amount agreed to be paid by Village shall be \$5000.00 annually. The bill shall be forwarded to the Village of Davey, P. O. Box 1, Davey, NE 68336.

4. BILLING OF EMERGENCY MEDICAL SERVICES. RFD shall charge all residents of Village and others for emergency medical rescue services provided by RFD in conformance with the billing policies adopted by RFD.
5. INDEMNIFICATION. To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits liability on accounts of the negligent acts, errors or omissions of such party, or of any of its officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused by the negligence of a party indemnified hereunder.
6. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any party.
7. MODIFICATION. Any modification of this Agreement shall be required to be in writing and signed by each party.

SIGNED this 13<sup>th</sup> day of June, 2021, by the authorized representative of the Board of Directors of Raymond Rural Fire Protection District.

RAYMOND RURAL FIRE PROTECTION  
DISTRICT Del King  
PRESIDENT

ATTEST:

[Signature]

BY: [Signature]  
VILLAGE OF DAVEY, NEBRASKA

ATTEST:

[Signature]  
Village Clerk

BY: [Signature]  
Chairman of the Village Board