

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into this 15th day of May, 2025, by and between the undersigned cities, villages and rural fire protection districts of the State of Nebraska (hereinafter referred to as "participants"), which have previously created a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. §35-1201, et seq. The duration of this Agreement is three (3) years, beginning June 30, 2025 and ending July 1, 2028.

WHEREAS, certain cities, villages and rural fire protection districts located in Boone County, Nebraska desire to create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Nebraska Rev. Stat. 35-1201, et seq.

NOW, THEREFORE, BE IT AGREED BY THE UNDERSIGNED PARTICIPANTS AS FOLLOWS:

Section 1. That the participants have previously created a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. §35-1201, et seq. This mutual finance organization is known as the Boone County Fire Protection Mutual Finance Organization.

Section 2. Each participant hereby agrees to a maximum property tax levy at the rate of 2 cents (not to exceed 10.5 cents) on each \$100 of taxable valuation of the property subject to levy for the purpose of jointly funding the operations of the participants for the duration of the Agreement. During the 2025-2026 fiscal year, the participants agree that their levy will be the same for all participants (at 2 cents). The agreed upon property tax rate shall be in addition to levies for bonded indebtedness and lease-purchase contracts in existence. Participants also agree to allocate \$3,740 from the total MFO amount directly to Primrose, as voted upon during annual MFO meeting.

Section 3. That for fiscal years 2026-2027 and 2027-2028, the participants may have different levies, but may not exceed the maximum levy indicated in Section 2 above.

Section 4. There has previously been established a joint Board responsible for administration of this cooperative undertaking to be formally known as the Boone County Fire Protection Mutual Finance Organization Board of Directors (hereinafter referred to as "the Board").

Section 5. The governing body of each participant shall designate one representative to serve on the Board herein established. The governing body of each participant shall also appoint one person to serve as an alternate representative on the Board to serve temporarily for the representative as may be necessary in the event that the representative cannot serve. No prior notice need be given to the Board that the alternate representative will serve. The Board is authorized and directed to prepare and submit a timely application to the Nebraska Mutual Finance Assistance Fund for the maximum assistance available to the Boone County Fire Protection Mutual Finance Organization for each year of this agreement. The Board is authorized to do all things necessary and proper to obtain such assistance, including signing applications and receiving funds without further or additional authorization of the individual parties to this agreement. A majority vote of the members of this Board is empowered to act for the joint and mutual benefits of the parties in such

matter. Each member shall be entitled to one vote. The Board shall distribute all assistance funds to the participants as herein provided. It shall not acquire or hold any property other than public funds to be distributed to the participants hereunder.

Section 6. At the next meeting of the Board, the Board shall elect from its members a Chairperson and a Secretary. The Chairperson shall be responsible for the conduct of all meetings of the Board. The Secretary shall be responsible to maintain minutes of all meetings and records of the Boone County Fire Protection Mutual Finance Organization. Meetings of the Board shall take place upon the call of the Chairperson or any three (3) Board members. Meetings shall require at least forty-eight (48) hours advance written notice to all members of the Board. The Board shall designate a mailing address and a normal meeting location. Provided, however, meetings may be held at a location different than the normal location if such different location is included in the advance written notice.

Section 7. The County Treasurer of Boone County, Nebraska shall be the fiscal agent for the Boone County Fire Protection Mutual Finance Organization.

Section 8. All funds obtained from the Mutual Finance Assistance Fund shall be distributed to the participants of the Boone County Fire Protection Mutual Finance Organization as follows: The funds received from the State of Nebraska under the Mutual Finance Assistance Act, Neb. Rev. Stat. §35-1201, et seq. shall be divided into two equal parts. All funds received from the State of Nebraska shall be distributed among the participants in the Boone County Fire Protection Mutual Finance Organization in the same ratio that taxable valuation of the participant is in relation to the total taxable valuation of all the participants. An estimate sheet of the amount to be distributed to each participant is marked as Exhibit "A" and attached hereto.

Section 9. This agreement shall supersede previous mutual assistance agreements or interlocal cooperation agreements among the parties and any of them in effect upon the date of this agreement.

Section 10. This agreement shall not be construed to have created a separate legal entity.

Section 11. Except as herein specifically provided otherwise, each participant shall maintain its autonomy and indebtedness as a governmental subdivision.

DATED THIS _____ day of _____, 2025.

ATTEST:

BOARD OF COMMISSIONERS,
BOONE COUNTY, NEBRASKA

Sarah Robinson, Boone County Clerk Date

Jon Lindgren, Chairman Date

ATTEST:

City Clerk _____ Date _____

Secretary _____ Date _____

ATTEST:

Brian M. Robinson 7/2/25
Village Clerk Date

Brian Connell 7/29/26
Secretary Date

ATTEST:

S. L. R. R. 7/1/2025
Village Clerk Date

Don Kist 7-8-2025
Secretary Date

ATTEST:

Jane E. Driesch
Village Clerk Date
9-16-2025

CITY OF ALBION, NEBRASKA
A Municipal Corporation

Mayor _____ Date _____

ALBION RURAL FIRE BOARD
A Body Politic and Corporate

Don Dargatz 7-29-26
President Date

VILLAGE OF CEDAR RAPIDS, NEBRASKA
A Municipal Corporation

[Signature] 7/2/2025
Chairman Date

CEDAR RAPIDS RURAL FIRE BOARD
A Body Politic and Corporate

President _____ Date _____

VILLAGE OF PETERSBURG, NEBRASKA
A Municipal Corporation

[Signature]
Chairman Date

PETERSBURG RURAL FIRE BOARD
A Body Politic and Corporate

Kenneth Schmitt
President Date

VILLAGE OF PRIMROSE, NEBRASKA
A Municipal Corporation

James D. Driesch 9-16-25
Chairman Date

PRIMROSE RURAL FIRE BOARD

A Body Politic and Corporate

James J. ... 9-15-25
Secretary Date

E. ... 9-15-25
President Date

ATTEST:

CITY OF ST. EDWARD, NEBRASKA

A Municipal Corporation

City Clerk Date

Mayor Date

ST. EDWARD RURAL FIRE BOARD

A Body Politic and Corporate

Secretary Date

President Date