RESOLUTION APPROVING AMENDMENT 1 TO THE INTERLOCAL AGREEMENT
WITH EASTERN NEBRASKA REGIONAL AGENCY ON HUMAN SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County is part of the five county Eastern Nebraska Human Services Area (ENHSA) consisting of Douglas, Sarpy, Cass, Washington and Dodge Counties; and,

WHEREAS, the governing board of ENHSA desires to amend the original agreement created by ENSHA and approved by Sarpy on November 20, 2007 (Resolution 2007-0318).

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and adopts the proposed amendment to the Eastern Nebraska Human Services Agency Agreement, a copy of which is attached.

BE IT FURTHER RESOLVED the Chairman of this Board together with the County Clerk are hereby authorized to execute on behalf of this Board, the amendment with Eastern Nebraska Human Services Agency and any other related documents, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 23rd day of August, 2016.

[Signature]
Chairman, Sarpy County Board

[Signature]
Sarpy County Clerk

ATTEST:

[Signature]
[Seal]
August 15, 2016

Deb Houghtaling, County Clerk
Sarpy County
1210 Golden Gate Drive
Room 1250
Papillion, NE 68046

Dear Ms. Houghtaling,

The Eastern Nebraska Human Services Agency’s Governing Board met on August 10, 2016 and approved a resolution amending the duration of the Interlocal Agreement (a copy enclosed for your reference) dated July 1, 2008. This amended agreement shall continue in effect until June 30, 2035.

Please present this Amendment for approval at your next Board meeting. After I receive a signed copy of the enclosed amendment with a signed approved resolution, the Secretary of the ENHSA Governing Board will send you a verified copy of the Amendment.

If you have any questions about this amendment, please contact your county representative, Brenda Carlisle.

Sincerely,

Lezlie McPherson
Executive Assistant
WHEREAS THE EASTERN NEBRASKA REGIONAL AGENCY ON HUMAN SERVICES ("ENHSA") Governing Board desires to extend the duration of the Interlocal Agreement dated July 8, 2008. In Order to do so, each of the five counties (Cass County, Dodge County, Douglas County, Sarpy County, Washington County) that are parties to the ENHSA Interlocal Agreement must approve the Amendment. The ENHSA Governing Board requests each of the five member counties pass a Resolution approving Amendment 1 to the Interlocal Agreement. A true and accurate copy of the proposed Amendment 1 is attached hereto and incorporated herein by reference. Upon receipt of the Resolutions approving Amendment 1, together with the executed copies of Amendment 1 from all five counties, the Secretary of the ENHSA Governing Board will distribute a verified copy of the approved Amendment 1 to the County Clerk of each such county.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE EASTERN NEBRASKA REGIONAL AGENCY ON HUMAN SERVICES that the above-listed proposal be and is hereby approved.

DATED THIS 10TH DAY OF AUGUST, 2016

[Signatures]
AMENDMENT 1

TO

EASTERN NEBRASKA REGIONAL AGENCY ON HUMAN SERVICES INTERLOCAL AGREEMENT

On July 1, 2008, Cass County, Nebraska, Dodge County, Nebraska, Douglas County, Nebraska, Sarpy County, Nebraska and Washington County, Nebraska, pursuant to the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §, entered into an Interlocal Agreement (Agreement) for the purpose of developing and administering a cooperative and coordinated program of services to the designated population as identified in section 12 of the Agreement through an agency entitled the Eastern Nebraska Regional Agency on Human Services ("ENHSA").

This Agreement shall serve as Amendment 1 to the above-referenced Agreement to change the terms of the Interlocal Agreement in the following respects.

Section 14 of the original Agreement, entitled "Duration" is amended as follows.

The Agreement shall continue in effect through June 30, 2035, unless amended, rescinded, or extended by agreement of the parties pursuant to the terms of the Agreement.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one single instrument. Where convenient for the Parties to do so, the signed signature pages may be facsimile transmissions, which shall be returned to the Secretary of the Eastern Nebraska Regional Agency on Human Services, who shall thereafter and distribute a complete executed copy to each party accompanied by his or her Verification that the copy provided to each Party shall be a true, accurate and complete copy of this Amendment 1 to the Interlocal Agreement. The parties agree that their signatures
on the facsimile transmissions shall be fully binding upon them in the same manner as if the
Parties had each signed the same original document.

All other terms and conditions of the Interlocal Agreement dated July 1, 2008, shall
remain in full force and effect.

In Witness Whereof, this Amendment has been duly executed by the parties hereto in
sextuplicate (six identical copies) and each party acknowledges receipt from the other party of
a duly executed copy of this amendment.

[The remainder of this page is intentionally left blank]
Amendment 1 to ENHSA Interlocal Agreement executed by the County of Cass, Nebraska, this 6th day of September 2016.

ATTEST:

[Signatures]

CASS COUNTY CLERK

CHAIRPERSON, CASS COUNTY BOARD
OF COMMISSIONERS

Approved as to Form:

[Signature]

Cass County Attorney

[The remainder of this page is intentionally left blank]
Amendment 1 to ENHSA Interlocal Agreement executed by the County of Dodge, Nebraska, this 31 day of August, 2016.

ATTEST:

DODGE COUNTY CLERK

CHAIRPERSON, DODGE COUNTY BOARD
OF COMMISSIONERS

Approved as to Form:

Dodge County Attorney

[The remainder of this page is intentionally left blank]
Amendment 1 to ENHSA Interlocal Agreement executed by the County of Douglas, Nebraska, this 13th day of September, 2016.

ATTEST:

[Signature]
DOUGLAS COUNTY CLERK

[Signature]
CHAIRPERSON, DOUGLAS COUNTY BOARD OF COMMISSIONERS

Approved as to Form:

[Signature]
Douglas County Attorney

[The remainder of this page is intentionally left blank]
Amendment 1 to ENHSA Interlocal Agreement executed by the County of Sarpy, Nebraska, this 23rd day of August, 2016.

ATTEST:

Sarpy County Clerk

Approved as to Form:

Sarpy County Attorney

[The remainder of this page is intentionally left blank]
Amendment 1 to ENHSA Interlocal Agreement executed by the County of Washington, Nebraska, this 35 day of August, 2016.

ATTEST:

WASHINGTON COUNTY CLERK

CHAIRPERSON, WASHINGTON COUNTY BOARD OF COMMISSIONERS

Approved as to Form:

Washington County Attorney

[The remainder of this page is intentionally left blank]
EASTERN NEBRASKA REGIONAL AGENCY ON HUMAN SERVICES INTERLOCAL AGREEMENT

This is an agreement entered into by and between the Counties which, upon its effective date, are parties to this agreement for the purpose of developing and administering a cooperative and coordinated program of services to the designated population as identified in section 12 and are an interest and concern of such persons who reside in the COUNTY OF CASS, NEBRASKA, the COUNTY OF DODGE, NEBRASKA, the COUNTY OF DOUGLAS, NEBRASKA, the COUNTY OF SARPY, NEBRASKA, and the COUNTY OF WASHINGTON, NEBRASKA (hereinafter called “Cass”, “Dodge”, “Douglas”, “Sarpy”, and “Washington”, when referred to individually as a County herein and hereinafter referred to as “Eastern Nebraska” when used collectively).

NOW, THEREFORE, IT IS AGREED:

1. **Intent.** It is the expressed intent of the parties to this agreement to jointly participate in the establishment and operation of an “Eastern Nebraska Regional Agency on Human Services” for the purpose of providing necessary and legally authorized human services in order to promote and maintain the personal growth and autonomy of people in Eastern Nebraska.

   Furthermore, this agreement is intended to meet any current or subsequent requirements of Nebraska statutes, or by regulations adopted pursuant to the laws of the State of Nebraska, which are made for the purpose of establishing regional intergovernmental cooperation agencies which have the express purpose to develop, operate and supervise such
human service programs as may be required or permitted within the Eastern Nebraska region as comprised by each of the parties to this agreement.

2. Parties Eligible. When the county governments of Cass, Dodge, Douglas, Sarpy and Washington by certified resolution (hereinafter called “Resolution”) adopt and sign this agreement each shall become a party thereto. Each party to this agreement is then entitled to the rights and privileges and subject to the obligations as provided for in this agreement.

3. Agency Established. There is hereby created and established an intergovernmental agency consisting of Cass, Dodge, Douglas, Sarpy and Washington as parties to this agreement to be known as the Eastern Nebraska Regional Agency on Human Service (hereinafter called “Agency”). The Agency shall be organized pursuant to the terms of this agreement and shall be composed of several Human Service Program Area Offices (hereinafter called “Program Offices”) each of which shall be responsible for the respective program areas of service which shall be assumed and provided under the sponsorship or auspices of the Agency. The Program Offices for the various program areas of service which shall be a part of the Agency shall be set forth in section 12 of this agreement. In addition to the terms of this agreement, the Agency shall be subject to and governed by Bylaws which shall be adopted by the agency governing board established herein at a regular or special meeting convened by such board.

4. Governing Board - Appointment. There is hereby created an Agency Governing Board (hereinafter called “Board”) for the Agency. One regular member appointed by and from each of the five County Boards who are the parties to this agreement shall constitute the Board. All appointments of regular members of the Board shall be for three-year terms. In addition, each party to this agreement shall appoint an alternate County Board member who shall act as a member of the Board when the regular member is unable to attend. Upon the
death, disability, non-qualification or refusal to act by any Board member, either regular or alternate, the Board shall notify the party to this agreement that a vacancy exists and such party shall appoint a replacement member within thirty days of such notification. Such replacement member’s term of office shall be for the unexpired balance of the term of his or her predecessor.

5. Governing Board - Powers and Duties. The Board shall govern the Agency. The Board shall:

a) Plan for the initiation and development of designated human service programs for the target populations.

b) Appoint an Agency Executive Director, or, at its discretion, may instead designate a management team, who shall serve at the pleasure of such Board.

c) Establish Program Offices for each Agency program area of service.

d) Promulgate and enforce rules, regulations and bylaws governing the Agency.

e) Adopt annual and supplemental budgets as shall be necessary for the use of the Agency.

f) Manage the Agency.

gh) Contract for professional and contractual services and for the purchase, rental or lease of such real, personal or other property as shall be necessary or desirable for the efficient operation of the Agency.

h) Exercise all other powers necessary, convenient or proper which carry out or implement the plans, programs, powers, duties and responsibilities established by this agreement and by the laws and regulations of the State of Nebraska now in effect or hereinafter if enlarged.
i) Do everything necessary, proper, advisable or convenient for the accomplishment of the purposes herein set forth.

j) Do all other things incidental thereto or connected therewith which are not forbidden by the laws of the State of Nebraska or by this agreement.

k) Have and exercise all powers and rights conferred upon such Boards by the Nebraska Interlocal Cooperation Act and any enlargement of such powers conferred by subsequent legislative acts.

l) Have and exercise all powers and rights, not otherwise denied such Boards by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient or expedient to the attainment of the purposes set forth in this agreement.

6. Financial Responsibility. For the purposes of this agreement, the term fiscal year shall be deemed to be that period concurrent with the fiscal year of a county of the State of Nebraska. Except as provided in sections 15 and 16, the Board shall adopt a budget as and when provided for by the laws of this State. Such budget statement shall isolate each Program Office for each program area of service for the ensuing fiscal year, containing the following information:

a) For the prior fiscal year, all revenues separately stated as to sources, the amount of actual expenditures, and the unencumbered balance in revenue and in appropriations allotted and available to the Agency, from all sources at the beginning and end of such fiscal year, separately stated as to each source.

b) For the current fiscal year, actual and estimated appropriations and revenue allotted or available to the Agency from all sources, and separately stated as to each source, the estimated unencumbered balance and such appropriations available at the end of the year, and the amount of estimated and actual expenditures for such fiscal year.

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c) For the ensuing fiscal year, amounts proposed to be expended during the year, the estimated unencumbered balance in appropriations from each source estimated to be available at the beginning of the year, the revenue appropriated or to be received from sources other than the parties to this agreement, and the amounts necessary to be contributed by the governments signatory hereto.

The Board shall provide for the audit of all accounts of the Agency by independent certified public accountants. The reports concerning such audits shall be furnished to all parties to the Agency Agreement.

7. **Agency Treasurer.** All monies for the use of the Agency shall be held by the Treasurer of Douglas, who shall serve as Treasurer for the Board, in the same manner and under the same obligations as Treasurer for any other governmental subdivision.

8. **Financial Support.** A statement of the amount of the estimated total budget of the Agency, by Program Office, for each fiscal year shall be prepared and the amount requested from each county, determined. Such budget document shall be transmitted by the Board to each party to this agreement. Each party on or before September 1st of the fiscal year in which the appropriations are made for the use of the Agency shall pay at least one-fourth of its share of the total appropriation into the Agency Fund, and shall pay at least one-third of the remainder of such appropriation before the first day of October, January and April.

Default of a party to this agreement in making payments in the manner and amounts as prescribed may be deemed equivalent by the Board, at its option, to its receipt of a Resolution of termination in accordance with Section 15, with an effective date forty-five days subsequent to the day such payment should have been made by the defaulting party. In the event of such default of payment, the regular or alternate Board member from the
defaulting party shall be entitled to notice of any meeting, be entitled to attend each Board meeting, but shall not be entitled to vote.

9. Services of Party Governments. Each signatory party hereby agrees to financially guarantee any mortgage or land contract entered into by the Agency for real property located within that county. The Board shall direct disposition of such real property under its control as dispositions may become necessary, other than in those instances where such disposition may be required pursuant to section 21 herein.

10. Insurance. All members of the Board, the Agency Executive Director (and/or the Management Team,) all Agency personnel and all parties hereto shall be held harmless from any liability arising from the performance of their duties as authorized by Federal, State and local law or the terms of this agreement. The Board is hereby authorized and directed to contract for, carry and pay the premium on, public liability insurance for the protection of the Agency, all members of the Board, the Agency Executive Director/Management Team, all Agency personnel and all parties to this agreement from any loss arising from actions brought against the above named for their lawful performance of the duties, responsibilities, rights and obligations specified in law and by this agreement.

The Board is hereby authorized and directed to contract for, carry and pay the premiums on: insurance coverage for all real property, personal property, Agency vehicles and all other such property under the control of the Agency; blanket liability coverage; and, such bonds as may be necessary for members of the Board, the Agency Executive Director/Management Team and certain of the employees of the Agency, as specified in the Bylaws.
The cost for premiums for such insurance coverage as authorized above shall be included in the regular and supplemental Agency budgets adopted by the Board pursuant to sections 6 and 8 herein.

11. Public Protections. No clientele, participants or employees of any Program Office under the direct auspices of this Agency or by contract shall be denied such status by reason of sex, race, color, creed, national origin, disability or age, except as required in the Program Office for senior citizen services, as prohibited by the Civil Rights Act of 1964, as amended, or by any current or subsequent law, whether Federal, State or local. Furthermore, the parties to this agreement hereby agree that all meetings and records of the Board or of any Advisory Committees to the Board are available and open to the public at reasonable times and places as prescribed by the Freedom of Information Act of 1967, as amended, and any subsequent legislation pertaining to open records and public meetings.

The Agency will furnish at or below cost, or without charge, a reasonable volume of human services through each Program Office to persons unable to pay therefore, consistent with statutory provisions and regulations of federal funding sources or the State of Nebraska. As used herein, the phrase “persons unable to pay therefore” includes both the legally indigent and persons who are otherwise self-supporting but are unable to pay the full cost of needed human services.

All Agency personnel, including the directors of each Program Office, shall be employed pursuant to the provisions for this section and as further provided in the Bylaws. The directors of each Program Office shall be privileged to report directly to the Board regarding concerns of their respective Program Offices. This privilege shall not be abridged in the Bylaws or by the Agency Executive Director and/or the Management Team.

12. Agency Purposes, Functions, Program Offices and Services to be Provided.
The Board and Agency herein created shall exist to provide human services to
designated populations, directly and by contractual agreement. Such services may be
provided through Program Offices to any classification, group or other category of persons
who reside in Eastern Nebraska as well as to such persons or parties within or outside the
confines of Eastern Nebraska where such persons or parties wish to contract with the Board
for specific Programs Office services, provided by the Agency, for specific persons, groups,
classifications or categories of persons.

Such Program Office services shall be provided to persons, as defined in this section,
who are known or found to be in need of the various specialized Program Office services.
Various Program Office services to be offered to those persons eligible under the provisions
of this section shall be defined from time to time by the Board in the Bylaws. Such services
shall be designed to:

a) Identify, evaluate, determine, and develop service plans, deliver needed service,
and follow individual progress for such persons in need of, and eligible for, any Program
Office services program.

b) Habilitate, rehabilitate and/or provide services to eligible persons, through
appropriate Program Offices, to their highest achievable levels of independent community
living.

Program Offices which shall be included within the total program of services to be
offered directly or by contract by the Agency shall include, but not be limited to:

- The Eastern Nebraska Community Office of Retardation and Developmental
  Disabilities (ENCOR), for the provision of residential, vocational, family support
  and day services.
• Alpha Center, for the treatment of students with behavioral disorders.

• The Eastern Nebraska Office on Aging for those persons eligible for services based on funding sources and who may be enabled to maintain their personal independence and continue their ability to live in a community setting through the provision of appropriate services. Program Office services shall be provided to eligible persons and performed in accordance with the requirements of the funding sources.

• The Agency Headquarters Office, for the administration of the Agency and its Program Offices, for the staff support of the Board and for the unified provision of those administrative, accounting, payroll, purchasing, Human Resources, and such other administrative functions that can be centralized for each of the Program Offices which are a part of the Agency.

• Such other authorized services as may be deemed necessary or appropriate by the Board may be added through Board resolution, or as may be required from time to time by applicable provision of the laws, or regulations adopted pursuant thereof, or any municipal corporation within Eastern Nebraska.

Nothing in this agreement shall be construed to limit the ability of the Board to contract, pursuant to applicable provisions of law and regulation, with other public, as well as private-for-profit or private-not-for-profit, corporations to carry out the provision of any Program Office service; the requirements of good administrative, fiscal and accounting procedures; or, any and all other purposes, duties, powers, obligations or responsibilities of the Board or the parties hereto.

13. Board Meetings. Regular meetings of the Board shall be held monthly. The Board shall annually elect a Chairperson, Vice Chairperson and Secretary from among the regular
members of the Board, as described in the Bylaws hereto. The Board shall act by motion or resolution in all matters by and with the majority consent of all regular members, or their alternates.

Special meetings may be called by the Chairperson of the Board or any three regular Board members upon notice to each regular and alternate member and those persons designated as advisors to the Board, the form and manner of notice to be contained in the Agency Bylaws; provided, however, that the Bylaws to this agreement shall not restrict the Board from the power to fix the time and place of all regular Board meetings, other than the annual meeting of the Board.

Those special committees, task forces or advisory commissions established pursuant to this agreement by the Board shall meet periodically as may be required by law or regulation appropriate or applicable to the programs of any of the Program Offices which are part of the Agency herein created. In the absence of requirements by law or regulation, subdivisions of the Committee shall meet periodically as may be required by the Board or the Council of the Committee.

14. Duration. This agreement shall continue in effect for a period of ten years unless amended, rescinded, or extended by agreement of the parties or pursuant to the terms herein.

15. Termination of Parties to this Agreement. Any party to this agreement may cease to be a party hereto and may withdraw at the conclusion of any fiscal year from membership in the Agency through the adoption of a County Board Resolution that terminates Agency membership. To effectively withdraw, such Resolution shall be delivered to the Board and to each of the parties to this agreement, at least ninety days before the conclusion of the fiscal year.
Upon termination by any party to this agreement, the operations of the Agency previously conducted within the terminating county and the provision of any Agency Program Office services for persons residing within that county shall cease unless such terminating party makes acceptable contractual agreements with the terminating county, as provided by this agreement.

All personal property owned by the Agency and which may have been acquired in whole or in part through the funds provided by the terminating party shall be and remain the property of the Agency. The terminating party shall have no right, title, interest, claim or demand, whatsoever, to a refund or return of any such personal property in cash or in kind.

16. Reinstatement of Terminated Parties. Any party to this agreement, previously terminated, may be reinstated by the Board upon receipt of a County Board Resolution requesting reinstatement. Upon receipt of a Resolution from the party requesting reinstatement, the Board shall at a regular or special meeting vote upon such request. Upon adoption by Board resolution to reinstate the terminated party, the party shall be reinstated only after contribution of its pro-rata share of funding then required by the Agency to re-establish any Program Office services for those persons residing within such reinstated county. Such contributions shall be made upon the same terms, conditions and time deadlines as provided in this agreement. A certified copy of the Board resolution of reinstatement of a previously terminated county shall be filed with the County Clerk in each county, which is a party to this agreement.

17. Effective Date of Agreement. This agreement shall become effective as of the __________ day of __________, 200__ and supercedes the original agreement that was effective the fifteenth day of June, 1974, said agreement being expressly repealed.
18. Amendments to the Agreement. This agreement may be amended. Any amendment shall be adopted by the Board in a resolution voted upon at any Board meeting. The adopted amendment shall be presented to each County Board of the parties to this agreement. Upon adoption of the amendment by all County Boards by Resolution, such amendment shall be considered ratified, confirmed and in effect. The amendment resolution of the Board and the Resolution of each party shall then be recorded with each County Clerk in certified form and copies thereof shall be attached hereto.

19. Statutory Authority for this Agreement. This agreement is made and entered into pursuant to the provisions of the Nebraska Interlocal Cooperation Act, Sections 13-801 through 13-827, Reissue Revised Statutes of Nebraska, 1943 as amended, Reissue 1997. Any enlargement of such statutes shall become a part of this agreement without a need to formally amend this agreement.

20. Termination of Agreement. If at any time, subsequent to the establishment of the Board and Agency pursuant to this agreement, only one party to this agreement retains membership in the Agency, this agreement shall be terminated. Further, this agreement may be rescinded by the mutual consent of all county governments party to this agreement, acting through Resolutions of the respective County Boards of the parties hereto. This agreement may be terminated by the members signatory hereto for the purpose of establishing a new agreement providing for a board, an agency, program offices and a committee which may operate under any new agreement for such purposes as may arise subsequent to the execution of this agreement.

21. Disposition of Assets upon Termination. Upon termination of this agreement, any and all assets, funds, personal, real or other property owned or held by the Agency, after the payment of all obligations, liabilities, costs, expenses and other charges validly incurred...
under this agreement before the date of termination, shall at the option of the parties to this agreement be returned to parties signatory to this agreement at the date of termination, in proportion to their contribution to the financial support of the Agency in accordance with the provisions of this agreement, the Bylaws and Board policies in effect at the time of termination.

Upon termination of this agreement, all assets, funds, real, personal or other property owned or held by the Agency may be transferred to a successor agency, upon the execution of an appropriate resolution by the Board, as provided in section 20 herein, with ratification by Resolution adopted by each County Board of the parties to this agreement at the date of the termination thereof.

22. Notices. For purposes of providing notices to any party hereto, each County's County Clerk shall be deemed each County's designee for all notices required herein.

23. Nondiscrimination. All parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant. None of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

24. Applicable Law. The parties to this Agreement agree that Nebraska law will govern the terms, conditions and performance under this Agreement.

25. Entirety of Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are
expressly set forth herein. No agent, employee or other representative of any Party is
empowered to alter any terms hereof except as provided herein.

26. **Assignment.** No Party to this Agreement may assign its rights under this
Agreement without the express Prior consent of all of the other Parties hereto.

27. **Waiver.** Failure or delay by any Party to this Agreement to exercise any right or
power under this Agreement will not operate as a waiver of such right or power. If any Party
wishes to waive any right or power, such must be in writing.

28. **Severability.** If any provision of this Agreement is determined by a court of
competent jurisdiction to be invalid or otherwise unenforceable, that provision will be
severed and the remainder of the Agreement will remain in full force and effect.

29. **Indemnification.** Each Party to this Agreement agrees to indemnify and hold the
other Parties hereto harmless from and against all claims, expense, costs, attorney fees,
judgment, suit, causes of action, settlement, and demands for personal injury, death, and
damages which may accrue against the other Party to the extent that it is caused by the
negligent acts or omissions of the Indemnifying Party, its officers, directors, employees,
agents, or subcontractors while performing duties under this Agreement, provided that each
such Party shall give written notice to the others of such claim, suit, judgment, settlement,
demand or cause of action. This provision shall survive expiration or termination of this
Agreement.

30. This Agreement is not intended to, nor shall it provide any third party, excluding
any lawful assignment as provided herein, with any remedy, claim, liability, reimbursement,
cause of action, right or privilege; except as otherwise provided for in this Agreement’s
Indemnification Paragraph herein above.
IN WITNESS WHEREOF the parties hereto have caused nine original copies of this agreement to be executed and attested to upon the respective dates shown below.

Executed by the COUNTY OF CASS, NEBRASKA, this ________ day of _________, 2007.

ATTEST:

[Signature]
County Clerk

[Signature]
Chairperson, Cass County Board of Commissioners

Approved as to Form:

[Signature]
County Attorney

Executed by the COUNTY OF DODGE, NEBRASKA, this ________ day of _________, 2008.

ATTEST:

[Signature]
County Clerk

[Signature]
Chairperson, Dodge County Board of Supervisors

Approved as to Form:

[Signature]
County Attorney
Executed by the COUNTY OF DOUGLAS, NEBRASKA, this 16th day of October, 2007.

ATTEST:

[Signature]
County Clerk

[Signature] CHIEF DEPUTY
Chairperson, Douglas County Board of Commissioners

Approved as to Form:

[Signature]
County Attorney

Executed by the COUNTY OF SARPY, NEBRASKA, this 20th day of November, 2007.

[Signature]
County Clerk

[Signature] CHAIRPERSON
Chairperson, Sarpy County Board of Commissioners

Approved as to Form:

[Signature]
County Attorney
Executed by the COUNTY OF WASHINGTON, NEBRASKA, this 11th day of Dec. 2007.

ATTEST:

[Signature]
County Clerk

[Signature]
Chairperson, Washington County Board of Supervisors

Approved as to Form:

[Signature]
County Attorney

The foregoing agreement consisting of seventeen pages is approved as to form and content this 1st day of July, 2007.

STATE OF NEBRASKA

by: ____________________________

[Signature]
title: ____________________________