

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of November, 2014, by and between the Board of County Commissioners of Atchison County, Kansas; the Board of County Commissioners of Brown County, Kansas; the Board of County Commissioners of Doniphan County, Kansas; the Board of County Commissioners of Jackson County, Kansas; and the Board of County Commissioners of Nemaha County, Kansas, hereinafter collectively referred to herein as "the Parties".

WHEREAS, the Parties hereto have previously entered into an agreement pursuant to K.S.A. 12-2901 et.seq. to form a quasi-governmental entity known as the Northeast Kansas Environmental Services, hereinafter referred to as "NEKES", which agreement was not finally approved by the Kansas Attorney General; and,

WHEREAS, NEKES has been in existence as a collective effort of the Parties since 1990 for the purpose of the development of coordinated environmental planning, services, education, and enforcement through NEKES; and,

WHEREAS, each governmental entity finds that it is in the best interests of such entity to enter into this revised interlocal agreement pursuant to K.S.A. 12-2904a et.seq., hereinafter referred to as "the Agreement" to clarify the rights, responsibilities, and obligations of each of the Parties hereto.

NOW THEREFORE, the parties agree as follows:

SECTION I: PARTIES.

A. Each of the Parties hereby agrees to the terms and conditions of this Agreement. Each Party has taken the necessary affirmative action to adopt the Agreement by a resolution properly presented, adopted and passed as an action of each respective county commission. A true and correct copy of the resolution adopted by each Party is attached hereto as Exhibit A to the Agreement.

B. Upon its adoption by each Party hereto, this Agreement shall be submitted to the Kansas Attorney General for approval, in accordance with K.S.A. 12-2905, then filed in the Register of Deed's office of each Party hereto, and filed in the office of the Kansas Secretary of State.

C. With a majority vote of the board of NEKES, any other county in the State of Kansas may become a Party by adopting this Agreement through an action of the Board of County Commissioners by resolution properly presented, passed and adopted. The recognition of such additional Party will become effective upon the ratification by the board of NEKES.

SECTION II: PURPOSES AND GOALS. The purposes and goals of this Agreement shall be to provide collectively to:

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- A. Design, revise, modify, amend and recommend the enforcement of an Environmental Plan for each Party hereto which shall contain environmental and sanitation codes, non-point source pollution plans, public water supply protection plans, subdivision wastewater management plans, watershed restoration priorities, and any other plans requested by any Party for local application;
- B. Apply for grants to provide funding to assist with the operations of NEKES, development and enforcement of its programs, and coordination with Kansas Department of Health and Environment, hereinafter "KDHE", and KDHE's on-going regulations;
- C. Contract with any individual, organization, or agency for services necessary for the development, implementation, and enforcement of its programs;
- D. Adopt an annual budget for the operation of NEKES, which includes an appropriate fee schedule for services provided by NEKES reasonable and necessary to support the operations, including an allocation of funds from each Party;
- E. Protect public health and the environment from the adverse effects of water pollution, to include nonpoint source and surface water pollution;
- F. Assist each Party to identify and protect sources of high-quality water in adequate supplies for the reasonable needs of each Party;
- G. Protect public health from other nuisance or hazardous environmental problems;
- H. Identify, investigate, and implement environmental services which are technically sound and cost effective for the Parties; and,
- I. Promote the education of environmentally sound policies to the public.

SECTION III. ORGANIZATION.

Each Party hereto will appoint two individuals to serve on the Board of Directors of NEKES. The NEKES board shall adopt by-laws to govern the day-to-day operation of NEKES, but each board member shall have one vote with a majority vote required for NEKES to take action on any matter.

The parties hereto intend to form a separate legal entity pursuant to K.S.A. 12-2904a by this agreement; and, NEKES shall have all legal authority granted to entities pursuant to

the provisions of K.S.A. 12-2904a, unless otherwise restricted by this Agreement, to perform the following functions:

- A. To direct all program activity of NEKES and to report such activity to the governing Board and the local community health department of each Party at least annually;
- B. To ensure that all planned expenditures of NEKES are used to correct or prevent water quality degradation and other identified environmental health problems;
- C. To review each Party's local environmental plan and recommend to each Party modifications, amendments, and changes to such plans which consist of the core programs, expanded programs, and any locally identified programs, and to describe in such plans the local environmental needs with regard to water quality, any priority programs, and the specific provisions to provide the core environmental services;
- D. To ensure that the budget adopted annually with reasonable notice to each Party provides adequate funding through, any available grants, the fee schedule, and allocation from each Party, for the following purposes:
 1. To provide adequate salary for staff to plan, develop, implement, coordinate, and educate NEKES programs and services;
 2. To acquire, repair, replace, and maintain equipment to perform services such as chemical and physical water quality analysis, soil profiles, lead paint assessments; office equipment and supplies; and, any other field equipment necessary;
 3. To pay reasonably necessary administrative and support costs for the operation of the office and administrative and transportation costs associated with inspection, corrective, and education activities; and,
 4. To contract for services and equipment as required by grant funding and NEKES board priorities.
- E. To meet regularly as a governing board for NEKES, at least quarterly, to implement the purposes of this Agreement. NEKES shall prepare all documents, grant requests, applications, reports, required for each Party to fulfill the purpose of this Agreement.

SECTION IV: RESPONSIBILITIES OF EACH PARTY.

Each Party hereto agrees to the following responsibilities:

- A. To oversee the activities of NEKES in cooperation with each Party's local board of community health to ensure that the goals of this Agreement are being met;
- B. To enforce the provisions of the local environmental code adopted by each Party hereto, and amended from time to time, as violations are reported by NEKES to the county attorney of each Party;
- C. To provide NEKES with access to each Party's environmental protection resources, including information and personnel for expertise reasonably needed to coordinate information and activities for the most efficient and effective program development.
- D. To use NEKES exclusively to implement the purposes of this Agreement as long as each party is a participant in this Agreement and has not withdrawn from the Agreement as set forth in Section VII below.

SECTION V. OPERATIONS. The parties agree that the administrative office and registered office for NEKES shall be the Doniphan County Health Department, 201 S. Main, Troy, KS 66087, or such other place as determined by the Board.

SECTION VI. FINANCING. NEKES shall adopt an annual budget for the operations of the organization according to general accounting principles. NEKES shall operate on a fiscal year as designated by the Board of Directors, and shall prepare an annual financial report which shall be provided to each Party hereto. The fee schedule adopted by NEKES from time to time shall be enforced by each Party with all fees generated paid to NEKES. Each party agrees to pay to NEKES that Party's respective share of the budget annually, as may be lawfully made from funds budgeted and appropriated for that purpose during each party's then current budget year. Should a party fail to budget appropriate funds or otherwise made available funds to pay that party's respective share of the adopted budget, then this Agreement shall be deemed terminated by that party at the end of the then current budget year.

SECTION VII. PROPERTY. NEKES may acquire real and personal property in the name of NEKES pursuant to the authority granted by Kansas law to fulfill the purposes of this Agreement. The NEKES Board of Directors shall adopt a policy regarding the acquisition, safekeeping, maintenance, use, and replacement of all property which is consistent with Kansas law in fulfillment of this Agreement. No Party

shall have an ownership interest in any property of NEKES as long as NEKES exists; and, any Party withdrawing from participation herein pursuant to Section VII below, agrees that such Party's interest in NEKES property is forfeited. Upon the termination of this Agreement, all property acquired and held hereunder shall be distributed to the then currently participating Parties in proportion to such Parties' contributions.

SECTION VIII: DURATION AND TERMINATION. This Agreement shall be effective upon its approval by the Kansas Attorney General, after being adopted by each Party hereto. Any Party hereto may terminate its participation in this Agreement by written notice in the form of a resolution properly presented and adopted by the governing body of such Party and delivered to the NEKES Board of Directors at least 180 days prior to the end of the fiscal year of such Party's termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated in the resolutions attached hereto.

BOARD OF COUNTY COMMISSIONERS
ATCHISON COUNTY, KANSAS

By: Chairman

Attest: Secretary

BOARD OF COUNTY COMMISSIONERS
BROWN COUNTY, KANSAS

By: Chairman

Attest: Secretary

BOARD OF COUNTY COMMISSIONERS
DONIPHAN COUNTY, KANSAS

By: Chairman

Attest: Secretary

BOARD OF COUNTY COMMISSIONERS
JACKSON COUNTY, KANSAS

William Elmer

By: Chairman

Kathy Mick

Attest: Secretary

BOARD OF COUNTY COMMISSIONERS
NEMAHA COUNTY, KANSAS

By: Chairman

Attest: Secretary