

**CITY OF CRETE, NEBRASKA
INTERLOCAL COOPERATION AGREEMENT
WITH THE
VILLAGE OF DENTON, NEBRASKA**

This interlocal cooperation agreement is entered into between the City of Crete, Nebraska, a Nebraska municipal corporation, ("City") and the Village of Denton, Nebraska, a Nebraska municipal corporation, ("Denton") upon the date of signature by both parties.

RECITALS:

A. The Village of Denton has water and wastewater systems which must be operated by individuals with appropriate certifications and needs assistance from time to time.

B. The City has qualified employees that can provide water and wastewater operator services to Denton. Because it currently has the capacity to provide the requested services, the City has agreed to assist Denton in the operation, maintenance, monitoring, and testing of its water and wastewater systems on an as needed basis.

C. The Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that at least one of the public agencies is authorized by law to perform.

D. The City and Denton have discussed and agreed upon terms and conditions for the provision of water and wastewater operator services. This agreement, made pursuant to the Interlocal Cooperation Act, is intended to and does memorialize the entire agreement between the City and Denton.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Services to be Provided by City.

The City shall provide the following water and wastewater operator services to Denton:

- (1) The City and any of its officers, employees, and agents that are qualified to perform water and wastewater operator services shall be appointed as, and perform all of the standard duties of, a water and wastewater operator of record with the Nebraska Department of Water, Energy, and Environment ("NDWEE"). The standard duties shall include, but not be limited to:
 - (a) Assuming all responsibilities for collecting and submitting wastewater samples to NDWEE;
 - (b) Assuming all responsibilities for collecting and submitting water samples to DHHS;
 - (c) Providing occasional oversight over Denton's water and wastewater systems; and
 - (d) Advising Denton of the correct legal operation of its water and wastewater systems.

§1.02 Payment for Services Provided.

In return for the services provided, Denton shall pay the City:

- (1) The true hourly cost of any officers, employees, or agents of the City that provide water or wastewater operator services;
- (2) A mileage rate for all distances traveled by such persons in relation to providing the services; and
- (3) Any other expenses incurred by the City that are directly associated with the services provided herein.

The true hourly cost of officers, employees, and agents shall be determined by taking the base hourly cost of the officer, employee, or agent and adding the pro rata hourly cost of all benefits and other actual expenses incurred by the City in relation to employing such officer, employee, or agent. The mileage rate shall be the standard mileage rate for transportation expenses set by the Internal Revenue Service. Other expenses shall include, but not be limited to, the cost of repairs and maintenance to the water and wastewater systems, the costs of sampling and testing, and any other costs mutually agreed upon by the parties.

§1.03 Invoices; Method of Payment.

The City shall provide Denton with billing invoices detailing the services provided during the applicable period, the number of labor hours provided by each officer, employee, or agent, the total distances traveled, and any other information requested by Denton. Such invoices shall be submitted to Denton on or before the last Tuesday of the month.

Denton shall remit payment to the City no later than 30 days after the invoice date. Payments may be made by ACH deposit or other appropriate payment mechanism as determined by the City.

§1.04 Agreement Term.

This agreement shall start on June _____, 2026 and shall continue until both parties agree this agreement is no longer necessary.

§1.05 Incorporation of RECITALS.

All paragraphs of the RECITALS above are hereby incorporated as agreed provisions of this agreement.

PART II: SPECIAL CONDITIONS.

§2.01 System Operation Responsibility.

Denton shall remain solely responsible for the operation and legal compliance of its water and wastewater systems. The City does not assume any such responsibilities, and any officer, employee, or agent of the City shall be deemed an agent of Denton when performing any water or wastewater operator services pursuant to this agreement.

§2.02 Joint Property.

The parties shall not jointly acquire or hold any real or personal property as part of this agreement. Each party shall retain control of its separate property throughout the duration of this agreement. Any property purchased by the City in relation to this agreement shall transfer to Denton upon reimbursement, and any property owned by Denton and used by the City shall remain the property of Denton.

PART III: BREACHES AND TERMINATION.

§3.01 Early Termination; Termination by Mutual Agreement.

Either party, in their sole discretion, may terminate this agreement for any reason upon thirty (30) days written notice to the other party.

This agreement may be terminated, in whole or in part, prior to the completion of the agreement term if and when both parties agree that continuation is not feasible or would not produce beneficial results to either party. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date of termination, the portion (if in part) to be terminated, and any allocation of payments under the agreement.

§3.02 Suspension or Termination for Material Breach.

In the event of a material breach of the terms of this agreement, the non-breaching party may suspend the agreement pending corrective action by the breaching party or terminate the agreement, in whole or in part, after providing the breaching party a reasonable amount of time to cure the breach.

The party alleging a material breach must notify the other party in writing of the alleged breach and any possible remedies within fifteen (15) days after discovering the alleged breach and must allow the other party at least fifteen (15) days to cure said breach. Allowing time to cure a breach does not waive the non-breaching party's right to terminate the agreement for the same or different breach which may occur at a different time. Any attempt to cure a breach must be performed to the reasonable satisfaction of the non-breaching party.

§3.03 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a violation or breach of this agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Relief from the performance of all or part of this agreement may be granted if a party is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with the requesting party. To obtain release based on a Force Majeure Event, the requesting party must file a written request for such relief with the other party.

§3.04 Non-Waiver/Waiver in Writing.

A failure by either party to insist upon the strict performance of any provision of this agreement or to exercise any right based upon a breach or default will not constitute a waiver of any rights under this agreement or any subsequent breach or default. No conditions or provisions of this agreement can be waived unless approved in writing.

PART VI: SUPPLEMENTAL TERMS AND CONDITIONS.

§4.01 Designation of Individuals to Execute Agreement and Amendments.

The Mayor or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the City.

The Chair of the Village Board of Trustees or their agent or representative who is duly authorized by law to execute this agreement is the official authorized to execute this agreement and any amendments to this agreement on behalf of Denton.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§4.02 Relationship of the Parties.

Nothing in this agreement should be construed in any manner as creating or establishing the relationship of partners between the parties, and neither the City nor any officer, employee, or agent of the City that provides services under this agreement will be considered employees of Denton. Officers, employees, and agents of the City will be under the sole direction and control of the City and will not be entitled to any compensation, rights, or benefits from Denton, including, but not limited to, medical care or insurance, sick or vacation leave, severance pay, or retirement benefits.

Any and all claims on behalf of any person arising out of employment or alleged employment (including, but not limited to, claims of discrimination) against the City or its officers, employees, or agents will in no way be the responsibility of Denton.

§4.03 Non-Liability/Hold Harmless.

Each party shall protect, indemnify, and hold harmless the other party and their officers, employees, and agents from any and all liabilities, claims, or demands made by any person for property damage, injury to or death of persons, or a violation of federal or state regulations or regulatory agency requirements caused by the negligent or willful acts or omissions of the other party or its officers, employees, agents, or subcontractors. Neither party shall have the right to indemnification or contribution from the other party for any other judgments rendered against it.

§4.04 Governing Law; Attorney Fees.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

In the event of any litigation, appeal, or other legal action regarding this agreement, both parties agree to pay all expenses of such action as permitted by law and so ordered by a court of competent jurisdiction, including attorney's fees and costs, if the other party is the prevailing party.

§4.05 Assignment or Transfer; Binding Effect.

Neither party may assign or transfer any interest, rights, or obligations in this agreement, in whole or in part, without the prior, written consent of the other party.

This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

§4.06 Notice.

Except as otherwise expressly provided, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, certified or registered mail with return receipt requested, to the parties at their respective addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.07 Entire Agreement; Severability; Counterparts.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding.

If any term or condition of this agreement or the application thereof to any person or circumstance is held invalid, void, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the other portions of this agreement that can be given effect without the invalid term or condition.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CRETE, NEBRASKA	VILLAGE OF DENTON, NEBRASKA
By: _____ (Signature)	By: _____ (Signature)
David Bauer, Mayor _____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)