

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT dated this 8 day of AUGUST, 2017, by and among the CITY OF FREMONT, NEBRASKA, (hereinafter "Fremont"), and the CITY OF BLAIR, NEBRASKA, (hereinafter "Blair"), both being political subdivisions of the State of Nebraska and public agencies as defined in the Nebraska Interlocal Cooperation Act.

WHEREAS, Fremont provides arborist services to City occupants; and

WHEREAS, Blair seeks arborist services from Fremont on a fee for services basis as requested by Blair; and

WHEREAS, Fremont applied for a grant from the Nebraska Department of Environmental Quality (NDEQ) for a tree grinder/chipper to be used by Blair and Fremont; and

WHEREAS, NDEQ awarded Fremont a grant of \$478,000 to be used by Blair and Fremont; and

WHEREAS, Blair and Fremont wish to make provisions for:

- 1) Fremont furnishing arborist services to Blair; and
- 2) Blair and Fremont sharing the additional cost (above the grant funds received) associated with the purchase of a tree grinder/chipper; and
- 3) Blair contracting with Fremont for Blair's share of the operation and maintenance costs associated with the tree grinder/chipper.

NOW, THEREFORE, IT IS AGREED as follows:

1. Purpose. The purpose of this Agreement is to permit Blair and Fremont to cooperate with each other on a basis of mutual advantage in the care and disposal of trees, including arborist services and the purchase, operation, and maintenance of a tree grinder/chipper in Blair and Fremont.
2. Continuing Agreements. The parties agree as follows:
 - a. Arborist Services. Fremont will provide Blair with arborist services, including inspections and written reports, as requested by Blair on an as needed basis. Fremont will invoice Blair on a time and material basis for labor, transportation, and material for providing arborist services.

- b. Tree Grinder/Chipper Purchase. The additional purchase cost of the tree grinder/shipper, above what's received from the NDEQ grant funds, will be shared between Blair and Fremont in proportion to Blair and Fremont's population. Blair's population is 8,000 and Fremont's population is 25,000, so the split shall be 24% for Blair and 76% for Fremont. When the parties have agreed on which tree grinder/chipper to purchase, Fremont will invoice Blair for its portion of the purchase price, above the NDEQ grant funds received.
- c. Tree Grinder/Chipper Operation and Maintenance. Fremont staff will operate and maintain the tree grinder/chipper. Annually Fremont will develop an hourly fee of operating and maintaining the tree grinder/chipper, based upon actual costs, and invoice Blair a fee for the time the tree grinder/chipper is used to grind/chip Blair trees. Costs included in the hourly fee will include labor, transportation, maintenance, insurance, parts, and material necessary to operate and maintain the tree grinder/chipper.
- d. Other Equipment Costs. Fremont will provide additional equipment (chainsaws, grapple truck, etc.) as required to effectively grind/chip trees for Blair. Fees for the additional equipment will be invoiced by Fremont to Blair whenever the equipment is used to grind/chip Blair trees.
- e. Tree Chip Disposal. Each party will be responsible for their own tree chip disposal.
- f. Invoices and Payments. Fremont will invoice Blair as services are provided to Blair and Blair will pay Fremont for services rendered within 30-days of invoicing.

3. Miscellaneous.

- a. Notices. Any notice or other communication required or permitted hereunder shall be made by hand delivery, facsimile transmission, courier service or airmail. Notices shall be addressed as set forth below or such other address as shall be furnished in writing by either party. Any notice or communication hand delivered or sent by facsimile transmission shall be

deemed received when delivered or sent. Any notice sent by courier service or airmail shall be deemed given on the date received.

Fremont: Tyler Ficken
Fremont City Clerk
400 E Military Ave
Fremont NE 68025

With copy to:
Brian Newton
Fremont City Administrator
400 E Military Ave
Fremont NE 68025

Blair: Brenda Wheeler
Blair City Clerk
218 S 16th St.
Blair NE 68008

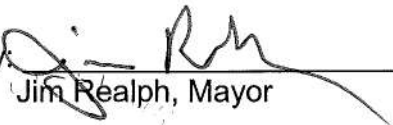
With copy to:
Rod Storm
Blair City Administrator
218 S 16th St.
Blair NE 68008

- b. Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which shall constitute an original, but all of which shall constitute one and the same instrument.
- 4. Interlocal Cooperation Act. This Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska (Chapter 13, Article 8 of the Revised Statutes of Nebraska, 1943, as amended). The parties agree:
 - a. Once this Agreement becomes effective as identified in Section 6 below, the provisions of this Interlocal Agreement shall continue in full force and effect until Blair and Fremont determine that the primary purposes hereof have been accomplished or services are no longer needed as described in Section 2.
 - b. There is no separate legal or administrative entity created hereby.
 - c. The purpose hereof is as stated in Section 1 and the recitals hereto.

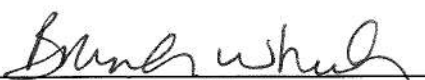
- d. Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require at least thirty (30) day notice and a formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.
 - e. This cooperative effort will be administered by the City Administrators of Blair and Fremont or their respective designee.
5. Consistency of Action. The parties each agree to take such actions as are needed to carry out the terms hereof and to refrain from taking any action that is inconsistent with the terms hereof.
6. Effective Date. This Agreement shall be effective upon the occurrence of the latter of the following:
- a. Separate approving actions of the governing bodies of Blair and Fremont are taken, which approvals shall include all actions of either party prior to such effective date taken in reliance upon and in accordance with the terms of this Agreement, and the parties shall each furnish to the other a certified copy of the resolution of its governing body;

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date and year first written above.

CITY OF BLAIR, NEBRASKA, a political subdivision of the State of Nebraska,

By: 
Jim Realph, Mayor

ATTEST

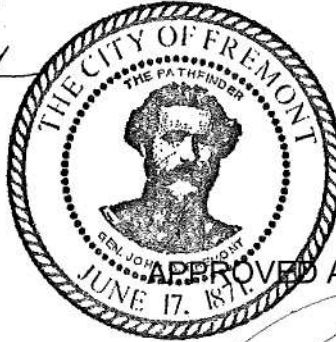

Brenda Wheeler, City Clerk

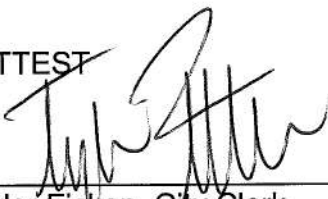
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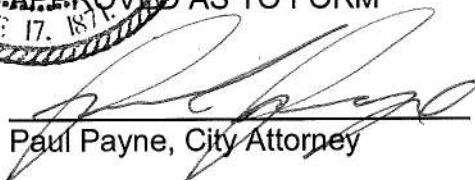

Adam Tripp, City Attorney

CITY OF FREMONT, NEBRASKA, a political subdivision of the State of Nebraska,

By: 
Scott Schaller, Council President



ATTEST 
Tyler Ficken, City Clerk


APPROVED AS TO FORM
Paul Payne, City Attorney