INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this 20th day of October, 2026, by and between the **BLAIR AIRPORT AUTHORITY**, owner and operator of Blair Executive Airport, a public body corporate and politic organized under the laws of the State of Nebraska (hereinafter referred to as the "Airport"), and the **CITY OF BLAIR, NEBRASKA**, a political subdivision of the State of Nebraska (hereinafter referred to as the "City").

RECITALS

WHEREAS, the Airport owns and operates Blair Executive Airport for the benefit of the public and the aviation community; and

WHEREAS, the City possesses equipment, personnel, and operational capabilities necessary to provide snow removal and maintenance services; and

WHEREAS, the Airport desires to contract with the City for certain maintenance and operational services at Blair Executive Airport; and

WHEREAS, the parties desire to cooperate on a basis of mutual benefit pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 through 13-827;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to permit the Airport and the City to cooperate in the performance of operational and maintenance activities at Blair Executive Airport, including but not limited to winter snow removal operations and general maintenance activities as requested by the Airport.

2. SERVICES PROVIDED BY THE CITY

The City shall provide maintenance and operational services at Blair Executive Airport on an as-needed basis, including:

a. Snow removal from airport pavements, access roads, parking areas, and other areas designated by the Airport.

b. General maintenance services, including equipment operation, labor, and other maintenance-related activities requested by the Airport and agreed to by the City.

c. Services shall be performed by qualified City personnel using City equipment.

d. The City shall coordinate maintenance and snow removal activities with the Airport Manager or the Airport Manager's designee.

3. COMPENSATION

a. In consideration for the services provided under this Agreement, the Airport shall pay the City an annual flat fee of **Six Thousand Five Hundred Dollars ($6,500.00)**.

b. The annual fee is intended to compensate the City for labor and operational support associated with snow removal activities and general maintenance services performed under this Agreement.

c. The Airport acknowledges that the annual fee is based in part on anticipated winter snow removal operations, including estimated operator wages for approximately five (5) snow events annually, together with an additional annual operational support amount.

d. The City shall invoice the Airport annually, and payment shall be made within thirty (30) days of receipt of the invoice.

4. MATERIALS, FUEL, REPAIRS, AND DAMAGES

a. The Airport shall be responsible for all costs associated with materials, fuel, consumables, repairs, replacement parts, and equipment damages incurred while performing services for the Airport under this Agreement.

b. The City shall notify the Airport as soon as reasonably practicable of any damage, mechanical failure, or extraordinary expense incurred during work performed under this Agreement.

c. Costs described in this section may be invoiced separately from the annual service fee and shall be reimbursed by the Airport within thirty (30) days of invoicing.

5. ADMINISTRATION

a. The cooperative effort established by this Agreement shall be administered by the Airport Manager of Blair Executive Airport and the City Administrator of the City of Blair, or their respective designees.

b. The parties shall cooperate in scheduling work and shall communicate operational needs in a timely manner whenever possible.

6. INTERLOCAL COOPERATION ACT REQUIREMENTS

This Agreement is entered into pursuant to the Nebraska Interlocal Cooperation Act.

The parties agree:

a. No separate legal or administrative entity is created by this Agreement.

b. The purpose of the Agreement is as stated in Section 1.

c. The respective parties shall retain ownership and control of their employees, equipment, and property.

d. Each party shall remain responsible for the acts and omissions of its own officers, employees, and agents.

7. TERM AND TERMINATION

a. This Agreement shall commence on October 20, 2026, and shall remain in effect until September 30, 2027.

b. At the expiration of the term, the parties may negotiate and approve a successor agreement reflecting any adjustments to costs, services, or operational requirements.

c. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

d. Upon termination, the Airport shall remain responsible for payment of any amounts due for services rendered or costs incurred prior to the effective date of termination.

8. NOTICES

Any notice required under this Agreement shall be in writing and delivered personally, by mail, or by recognized courier service to:

Airport:

Airport Manager
Blair Executive Airport
Blair Airport Authority
218 South 16th Street
Blair, Nebraska 68008

City:

City Administrator
City of Blair
218 South 16th Street
Blair, Nebraska 68008

Notices shall be deemed received upon delivery or, if mailed, upon actual receipt.

9. EFFECTIVE DATE

This Agreement shall become effective upon approval by the governing bodies of the Blair Airport Authority and the City of Blair and execution by their authorized representatives.

10. CONSISTENCY OF ACTION

The parties agree to take all actions reasonably necessary to carry out the terms of this Agreement and to refrain from taking any action inconsistent with its provisions.

SIGNATURES

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

BLAIR AIRPORT AUTHORITY

By: _____
David Johnson, Chairperson

ATTEST:

_____
Wes Baedke, Secretary

CITY OF BLAIR, NEBRASKA

By: _____
Melinda K. Rump, Mayor

ATTEST:

_____
Brenda Wheeler, City Clerk

APPROVED AS TO FORM:

_____
Edmond Talbot, City Attorney