

## **INTERLOCAL AGREEMENT ARLINGTON SAFE ROUTES TO SCHOOL**

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between **Washington County School District 89-0024**, commonly known as **Arlington Public Schools** ("School") and the **Village of Arlington** ("Village"). The parties are referred to collectively as "Parties."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the Parties are public agencies and political subdivisions of the State of Nebraska;

WHEREAS, the Parties desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

**1. No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.

**2. Purpose.** The purpose of this Agreement is to allow the parties to work cooperatively to construct and maintain sidewalks and retaining walls as part of the Arlington Safe Routes to Schools Project ("Project"); to acquire property rights, including rights-of-way and easements, for the construction of the sidewalks; and for any other lawful purpose related to the Project. See Arlington Safe Routes to School Project Fact Sheet (as of March 2016) attached as **Exhibit A** and incorporated herein by this reference.

**3. Term.** This Agreement shall commence on May 1, 2017 and shall continue until terminated by one of the parties as provided herein.

**4. Administration.** The School's Superintendent and the Village Board Chairman (collectively "Administrators") shall be jointly responsible for administering the cooperative undertaking described in this Agreement. The Administrators may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement. Either Party may change their Administrator from time to time upon no less than seven (7) days advance written notice to the other party.

**5. Maintenance and Repair of Sidewalks.** The School shall generally be responsible for the routine care and maintenance of the sidewalks constructed as part of the Project, provided that the Village shall be responsible for any care and maintenance of the Project sidewalks that become necessary due to its actions ~~or inactions.~~

**6. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrators have the authority to acquire real property on behalf of the Parties. The Administrators shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement. The title to all such personal property shall be held in the name of the acquiring party for the benefit of all Parties. The Parties shall have the authority to dispose of such personal property, provided that (a) any such disposal shall comply with state law, and (b) any funds raised from such sale shall be shared by the parties in proportion to their contribution made to obtain the property.

**7. Financing and Budgeting.** The anticipated cost of the Project is approximately \$358,061. The Parties anticipate that the entire cost of the Project will be funded by grants and/or other federal sources. In the event that these sources are insufficient to pay for the Project, the Parties agree that any remaining cost of the Project shall be paid by the School unless agreed otherwise in writing by the Parties. Otherwise, each party will budget separately to pay the costs and expenses that will be incurred to fulfill its obligations under this Agreement.

**8. Expenses.** Each party shall be responsible for its own expenses related to this Agreement.

**9. Taxes.** This Agreement does not grant the Parties any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

**10. Nondiscrimination.** The Parties shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**11. Employment Eligibility Verification.** The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**12. Termination.** Either party may terminate this Agreement by passing a resolution and submitting a copy of it to the other party. The agreement shall then terminate 30 days from the date the resolution is received. Any funds or property in possession of the parties as a result of this Agreement shall be divided and distributed to the party that contributed it or funded its purchases. Termination shall not relieve a Party of any obligation for its share of any outstanding indebtedness or expense incurred under this Agreement.

**13. Liability Insurance.** Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

**14. New Members.** The Parties may add additional parties to this Agreement by the unanimous consent of the then current member Parties. The Administrators shall establish the fees, costs, charges, assessments, and other conditions required for participation by the new member.

**15. Notice.** Each District giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the School's Superintendent or Village Board Chairman,

with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

School: Arlington Public Schools  
Attn: Superintendent  
705 N. 9<sup>th</sup> Street  
Arlington, NE 68002-0580

Village: Village of Arlington  
Attn: Board Chairman  
245 N. 2nd  
Arlington, NE 68002

Notice is effective only if the party giving the Notice has complied with this section.

**16. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties shall each indemnify and hold harmless the other and its directors, officers, and employees, from any claims, expenses (including attorneys' fees and litigation expenses), damages or losses it may suffer as a result of any claims made regarding the validity of this Agreement; the effect of this Agreement on the expenditure or revenue authority of the Parties, including but not limited to taxpayer or regulatory claims; or any failure of a Party to comply with its responsibilities under this Agreement.

**17. Amendments and Modifications.** The Parties may amend or modify this Agreement only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

**18. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**19. Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as

effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

**20. Assignment.** The Parties shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.

**21. Entire Agreement.** The Agreement is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**WASHINGTON COUNTY SCHOOL  
DISTRICT NO. 89-0024, A/K/A  
ARLINGTON PUBLIC SCHOOLS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF ARLINGTON**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_