

**INTERLOCAL COOPERATION ACT AGREEMENT  
JOINT WATER MANAGEMENT ADVISORY BOARD  
FOR  
CITY OF FREMONT,  
DODGE COUNTY,  
VILLAGE OF INGLEWOOD, AND  
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT**

This Agreement (hereinafter named "Agreement") is made by and among the following Parties:

City of Fremont (CITY)  
Dodge County (COUNTY)  
Village of Inglewood (VILLAGE)  
Lower Platte North Natural Resources District (LPNNRD)

All of such parties hereinafter being referred to collectively as "Partners".

WHEREAS,

The Partners wish to enter into an agreement, pursuant to the terms of the Interlocal Cooperation Act, and

The Partners desire to form a Joint Water Management Advisory Board to identify water management vulnerabilities, to prioritize solutions to reduce or eliminate these vulnerabilities, and to make recommendations on water management solutions to the governing body of each Partner, and

The City Council of Fremont has reviewed this agreement and has authorized the Mayor of the City of Fremont to sign this agreement, and

The Dodge County Board of Supervisors has reviewed this agreement and has authorized the Chairperson of the Board of Supervisors to sign this agreement; and,

The Village Board of Inglewood has reviewed this agreement and has authorized the Chairperson of the Village of Inglewood to sign this agreement, and

The Lower Platte North Natural Resources District has Board reviewed this agreement and has authorized the Chairperson of the Board to sign this agreement.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Partners agree as follows:

**1. Authority:**

To make the most efficient use of their respective powers by cooperating on a basis of mutual advantage under the auspices of the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). In furtherance of this cooperative effort, the Partners desire to enter into this Interlocal Agreement with one another for joint and cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by them as public agencies under the Interlocal Cooperation Act.

The Partners desire to form a Joint Water Management Advisory Board (Board) consisting of two members of the governing body of each Partner.

**2. Funding:**

The Board will be responsible for determining how costs will be allocated to each Partner.

**3. Contracts:**

The Board shall not have the authority to enter into any contract on behalf of the Partners unless the contract has been approved by the governing body of each Partner.

**4. Effective Date:**

This Agreement becomes effective upon execution by all Partners.

**5. Duration of Agreement:**

This Agreement shall extend from the date of execution by all Partners and will remain in effect until December 31, 2025. Any partner may terminate their participation in the agreement with a 30 day written notice to the other partners.

**6. Amendment of Agreement:**

This Agreement may be amended at any time, subject to written approval by the Partners.

**7. Indemnification:**

The Partners assume no liability under this Agreement unless expressly accepted herein. Each party agrees to defend the other from and against all liabilities, obligations, losses, damages, claims, and demands arising from the acts of its respective officers, agents, or employees.

**8. Default and Dispute:**

If a Partner to this Agreement believes that one or more of the Partners are in default of any term or condition of this Agreement, said Partner shall send written Notice of Default to all Partners. Failure of the defaulting Partner or Partners to cure a default under this Agreement within thirty (30) days after receipt of the written notice thereof, shall entitle the Partner to proceed to take action necessary to cure the default and bill the defaulting Partner or Partners for all costs associated with such cure. In the event that any dispute or controversy arising out of or relating to this Agreement occurs, the Partners shall mutually agree on an attorney knowledgeable and experienced in mediation, who shall attempt to mediate such dispute. If no resolution is reached at mediation, the Partners may then proceed with a court action against the other or others. The courts of the State of Nebraska shall govern this Agreement.

**9. Counterparts:**

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts, shall, together, constitute and be one and the same instrument.

**IN WITNESS WHEREOF**, each Partner has caused this Agreement to be executed by its duly authorized official as of the date and year shown below, pursuant to the Interlocal Cooperation Act.

**Lower Platte North Natural Resources District**

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

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

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

**City of Fremont**

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

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

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

**Dodge County**

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

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

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

**Village of Inglewood**

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

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

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