

INTERLOCAL AGREEMENT FOR ADMINISTRATIVE AND GENERAL SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of May 21, 2024 by and between the **City of Fairbury, Nebraska**, a Nebraska municipal corporation and political subdivision ("City"), and the **South Jefferson Land Bank**, a Nebraska land bank and political subdivision ("SJLB"). Collectively, City and SJLB may be referred to as "the Parties," and individually each may be referred to as a "Party."

WHEREAS, SJLB was created and organized pursuant to that certain interlocal agreement by and between City and the Village of Endicott, Nebraska dated January 2, 2024 ("Land Bank Agreement") in accordance with the Nebraska Municipal Land Bank Act, Neb. Rev. Stat. §§ 18-3401 et seq., as a public agency within the meaning of the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq., as amended from time to time ("Act");

WHEREAS, SJLB was established to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use within City and the Village of Endicott;

WHEREAS, in order to carry out its activities in furtherance of its purpose, SJLB requires the performance of certain administrative and general functions and activities, including, but not limited to, management, administration, financial processing, public records, public notices, reporting, and legal services, but does not have the personnel or means necessary to conduct same;

WHEREAS, City is willing to provide certain administrative and general services to SJLB and SJLB is willing to accept such services from City, as more specifically set forth herein; and

WHEREAS, the Parties are public agencies for purposes of the Act, which permits such public agencies to enter into agreements for joint or cooperative action.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals set forth in this Agreement are made a part hereof by this reference.

2. Term; Renewal; Termination. This Agreement shall be effective as of the last date a Party executes this Agreement, and shall continue through September 30, 2029 ("Term"), unless earlier terminated pursuant to this Agreement. This Agreement shall automatically continue in full force and effect for each year thereafter for a minimum of one (1) year, unless terminated by either party. This Agreement may be terminated by either party to the Agreement notifying the other party in writing of such party's intention to terminate the Agreement not less than ninety (90) days prior to the terminating party's intended date of termination.

3. Services Provided by City. City agrees to provide the following services to SJLB during the term of this Agreement.

- a. Place of Meeting. City shall allow and permit the SJLB Board of Directors to meet in City's council chambers on the second Wednesday of each month after 4:00 p.m. Central. Special meetings of the SJLB Board of Directors, or meetings of committees thereof, may be held in City's council chambers provided said meetings do not conflict with a regular or previously scheduled meeting of the City Council or of a board, commission, or committee of City.
- b. Records Depository. City shall hold and retain, as directed by the SJLB Board of Directors, Chairperson, or Secretary, the records of SJLB, including, but not limited to, governing documents, meeting agendas, minutes, notices, seal, financial records, real property documents, insurance, legal, and other records of SJLB. SJLB expressly acknowledges and agrees that City is under no obligation to create such records for SJLB unless otherwise expressly provided for in this Agreement. Records of SJLB held by City in accordance with this Section 3.b do not constitute, and shall not be considered, records of City and shall not be produced pursuant to a public records request to City.
- c. Administrative Support. City shall, through such personnel as it shall determine, provide support for administrative and general functions and activities of SJLB, as more specifically set forth on Schedule A attached hereto and by this reference incorporated herein, which may be amended and restated from time to time by the Parties.
- d. Payment for Professional Services. City will make payment, on behalf of SJLB, for legal, accounting, and auditing services which SJLB incurs, provided that the hourly rate or engagement fee shall not exceed the rate or fee paid by City for comparable professional services contracted by City. City acknowledges and agrees that its payment for professional services rendered to SJLB in accordance with this Section 3.d does not, on that basis alone, entitle it to receive information of SJLB which is confidential, privileged, or otherwise protected through such legal, accounting, or auditing engagements.

4. Reporting. City shall provide to SJLB not less than quarterly documentation setting forth costs actually incurred in accordance with Section 3.c hereinabove, including time for City personnel to provide such support, and payments actually made by City pursuant to Section 3.d hereinabove.

5. Provided in Lieu of Allocation. The Parties agree that the value of services provided by City to SJLB in accordance with Section 3 herein shall be in lieu of an allocation of Administrative and General Costs to City by SJLB pursuant to Section 6.B.1 of the Land Bank Agreement and shall satisfy, for the term of this Agreement, the annual contribution requirement of City pursuant to the Land Bank Agreement. City acknowledges and agrees that actual payment by SJLB for the services provided by City in accordance with Section 3 shall not be required unless otherwise specifically agreed by the Parties.

6. Assignment. No Party shall assign its rights or delegate its duties and responsibilities under this Agreement without the express written consent of the other Party to this Agreement. Any such assignment must be fully compliant with applicable federal, state, and local laws, rules, and regulations. Any such assignment or delegation by a Party without prior written consent of the other Party shall be absolutely void.

7. Indemnification. With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of their officers, elected or appointed officials, employees, and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's acts or omissions, regardless of the form of action. No portion of this Agreement shall be construed to constitute a waiver of the sovereign immunity of any Party. This section survives termination of this Agreement.

8. Authority to Bind. Each of the signatories executing this Agreement acknowledges and represents that he or she has been authorized to execute this Agreement on behalf of the Party for whom he or she is signing, and has the legal authority to bind and commit such Party to this Agreement and the promises and covenants contained herein.

9. Third Party Rights. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties. The Parties shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than each other.

10. Notices. All notices, or other communications provided under this Agreement shall be in writing and shall be given to City or SJLB at the addresses set forth below, or such other address or email address as either may specify hereafter in writing:

City: Mayor
 City of Fairbury
 612 D Street
 Fairbury, Nebraska 68352

SJLB: Chairperson
 South Jefferson Land Bank
 612 D Street
 Fairbury, Nebraska 68352

11. Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

12. Applicable Law. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of Nebraska.

13. Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein. It may be amended only by a written instrument, duly approved and executed by each of the Parties, which amendment shall be effective only after execution by the last Party.

14. Counterparts. This Agreement and any amendment hereto may be executed in two (2) or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Member Municipalities have each caused this Agreement to be executed as of the date first written above.

CITY OF FAIRBURY, NEBRASKA

ATTEST:

By: Erin Reimer

Erin Reimer, City Clerk

By:


Spencer Brown, Mayor

Date

May 21, 2024

SOUTH JEFFERSON LAND BANK

ATTEST:

By:

Jamie McDaniel

Jamie McDaniel, Secretary

By:


Mike Gaston, Chairperson

Date

6-11-2024

**INTERLOCAL AGREEMENT FOR ADMINISTRATIVE
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SCHEDULE A

City shall provide the following support for administrative and general functions and activities of SJLB:

- Provide and maintain SJLB webpage on City website
- Preparation, maintenance, and posting of agendas
- Preparation and posting of legal notices
- Preparation of minutes as requested by Secretary
- Posting of approved minutes on SJLB webpage
- File and maintain SJLB records and documents
- Compile, as requested by Chairperson or Secretary, SJLB records responsive to a public records request in accordance with state law
- Retain real property records
- Prepare financial statements
- Prepare deposits and, if requested by Treasurer, deposit same in SJLB accounts
- Receive and review invoices issued to SJLB
- Prepare payments of SJLB
- Provide clerical support
- Communicate with third parties on behalf of SJLB as requested by SJLB officers or the Board of Directors
- Provide postage

It is the expectation of the Parties that no City personnel shall spend more than ten (10) hours per month providing the functions and activities set forth on this schedule.

Schedule Effective Date: May __, 2024