

INTERLOCAL COOPERATION AGREEMENT FOR SCHOOL ACTIVITIES TRANSPORTATION

This Interlocal Cooperation Agreement for School Activities Transportation ("Agreement") is made between Box Butte School District 07-0010, commonly known as Hemingford Public Schools ("Hemingford") and Dawes County School District 23-0071, commonly known as Crawford Public Schools ("Crawford").

RECITALS

A. The Interlocal Cooperation Act, NEB. REV. STAT. §13-801 *et seq.*, (the "Act") provides that two or more public entities may enter into an agreement for cooperative action and this Agreement is made and entered into pursuant to the provisions of the Act.

B. Hemingford and Crawford desire to make the most efficient use of their resources by cooperating with each other to transport students to and from curricular and extra-curricular school activities on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby made a part of this Agreement, and the mutual covenants contained in this Agreement, it is agreed by the parties as follows:

TERMS AND CONDITIONS

1. DURATION: The initial term of this Agreement shall be for one year, beginning on June 1, 2024 and ending on May 31, 2025. This Agreement shall automatically renew every year for additional like terms unless terminated as set forth herein.

2. NO SEPARATE LEGAL ENTITY: No separate legal or administrative entity is created by this Agreement.

3. PURPOSE: The purpose of this Agreement is to allow Hemingford and Crawford to cooperate in providing transportation for students to and from curricular and extra-curricular activities in a cost-efficient manner, taking into account both parties' obligations and resources. The governing bodies of the parties expect such transportation obligations to be shared by the parties, whenever feasible and practical.

4. INSURANCE: Each party shall maintain general liability and automobile liability insurance policies each with limits of \$5,000,000.00 per occurrence and name the other as an additional insured on such policies. Each party shall maintain workers compensation insurance policies with the legal limits. Upon request of either party to the other, a party shall supply to the requesting party certificates of insurance showing that the above insurance requirements have been met.

5. PAYMENT TERMS: The parties intend to share in the transportation of students under this Agreement when doing so would not require a substantial additional expense to either party than providing the transportation alone would require. Thus, rather than strictly tracking expenses and billing one another, the parties agree to provide transportation for one another on an equitable basis. In the event one party must incur an additional substantial expense in transporting the other party's students in a particular situation (e.g. for a particular trip or activity), the parties shall, in advance of the particular situation, agree to each party's respective responsibility for the expenses to be incurred. The parties shall send written invoices to one another to collect agreed upon amounts owed hereunder. The party receiving the invoice shall pay it according to the receiving party's normal claim procedures.

6. ADMINISTRATION OF AGREEMENT: The superintendents of each district shall be responsible for administering the cooperative undertaking set forth in this Agreement and for carrying out the party's intended purposes hereunder. Without limiting the foregoing, the superintendents, or their designees, shall work together to mutually agree upon scheduling and coordinating the transportation services. Each party shall at all times remain responsible for providing sponsors, coaches, or other staff members to adequately supervise its respective students, regardless of which party is providing the transportation.

7. FINANCING AND BUDGETING: This Agreement will be financed by the parties through their respective regular budgetary processes. The parties shall reasonably cooperate with one another as may be necessary to enable the parties, or either of them, to receive reimbursement or other financial assistance from any available source for expenses incurred pursuant to this Agreement.

8. LEVYING, COLLECTING, AND ACCOUNTING FOR TAXES: The parties will not jointly levy, collect, or account for taxes under this Agreement.

9. PROPERTY: The parties intend that all real and personal property used in the cooperative undertaking set forth in this Agreement will be acquired, held, and disposed of separately by the parties. If any property is acquired jointly by the parties, the jointly owned property shall be held and disposed of in the manner determined by the parties at the time of the joint acquisition of such property or as otherwise mutually agreed upon by the parties.

10. TERMINATION: This Agreement may be terminated by any party by providing 30 days written notice of termination to the other parties.

11. EXPANSION OF AGREEMENT: Participation in this Agreement shall be limited to Hemingford and Crawford, provided that Hemingford and Crawford may allow other school districts within the State of Nebraska to join in this Agreement by the consent of both parties.

12. GOVERNING LAW: This Agreement shall be governed and construed according to Nebraska law.

13. SEVERABILITY: If any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, void, or invalid as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision void or invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable, void, or invalid.

14. FURTHER ASSURANCES: Each party, without further consideration, promises to execute and deliver such other documents and take such other actions as may be necessary to consummate the intent and purpose of this Agreement, provided that this Agreement shall be effective regardless of whether any additional documents are executed or any further actions are taken.

15. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one and the same instrument.

16. BINDING AGREEMENT: This Agreement shall be binding upon the parties and their successors in interest.

17. 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.

18. 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.

19. NOTICE: Each Party 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 a School's Superintendent) at the address on file with the Nebraska Department of Education. Notice is effective only if the party giving the Notice has complied with this section.

20. 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.

21. RESERVATION OF RIGHTS: Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

22. AUTHORITY TO EXECUTE AGREEMENT: The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their entity and that this Agreement is binding upon their entity in accordance with its terms.

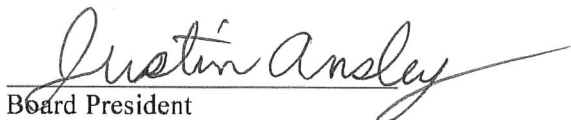
23. AMENDMENTS AND MODIFICATIONS: The Parties may amend or modify this Agreement only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

24. 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 Parties.

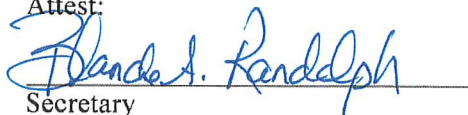
25. ENTIRE AGREEMENT: The Agreement is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded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

EXECUTED on 9-16, 2024

Box Butte School District 07-0010,
commonly known as Hemingford Public Schools

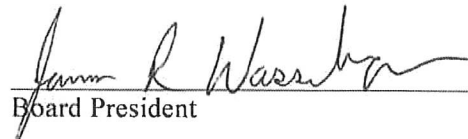

Board President

Attest:

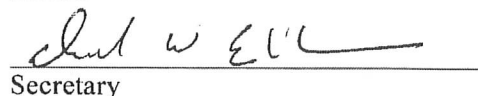

Secretary

EXECUTED on August 9, 2024

Dawes County School District 23-0071,
commonly known as Crawford Public Schools


Board President

Attest:


Secretary