

VILLAGE OF WATERLOO  
RESOLUTION NO. 08-14-23-04

BOARD MEMBER T. HANOW INTRODUCED THE FOLLOWING  
RESOLUTION:

WHEREAS, the City of Blair is a municipal corporation, duly organized under the laws of Nebraska and the Village of Waterloo is a municipal corporation, duly organized under the laws of Nebraska;

WHEREAS, Desirae M. Solomon is the attorney who individually represents the City of Blair and the Village of Waterloo, and

WHEREAS, Desirae M. Solomon attends two (2) conferences per year with the League of Municipalities; and

WHEREAS, the City of Blair and the Village of Waterloo desire to equally divide those costs associated with her training as a municipal law attorney and the lodging costs associated with those conferences;

WHEREAS, the Village of Waterloo, Nebraska has been presented with an Interlocal Agreement between the Village of Waterloo and the City of Blair, Nebraska, which is attached and incorporated by reference as Exhibit A, for the purpose of equally dividing the legal education training costs and lodging costs of Desirae M. Solomon; and

WHEREAS, the terms and conditions of the Interlocal Agreement are acceptable to the Village of Waterloo.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement between the Village of Waterloo and the City of Blair, is hereby adopted and approved by the municipality and the Chairman of the Board and City Clerk of

the Village of Waterloo are hereby authorized and directed to execute the same on behalf of the municipality.

BOARD MEMBER T. Harlow MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY BOARD MEMBER Robert. UPON ROLL CALL, BOARD MEMBERS Salss, Robert, T. Harlow, Rochford, A. Harlow VOTING "AYE" AND BOARD MEMBERS N/A VOTING "NAY", THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 14 DAY OF August, 2023.

VILLAGE OF WATERLOO, NEBRASKA

BY:

[Signature]  
Travis Harlow, Board Chairman

ATTEST:

Melissa Smith  
MELISSA SMITH, CITY CLERK



STATE OF NEBRASKA    )  
                                      ) ss:  
DOUGLAS COUNTY      )

MELISSA SMITH, hereby certifies that she is the duly appointed, qualified and acting City Clerk of the Village of Waterloo, Nebraska, and that the above and foregoing Resolution was passed and adopted at a regular meeting of the Chairman and the Board for the Village of Waterloo, held on the \_\_\_ day of August, 2023.

Melissa Smith  
Melissa Smith, Village Clerk

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN VILLAGE OF WATERLOO AND CITY OF BLAIR  
FOR SHARED COSTS OF ATTORNEY TRAINING  
FOR DESIRAE M. SOLOMON**

This AGREEMENT (hereinafter referred to as "Agreement") is entered into as of the date executed below by the last signatory party (hereinafter referred to as "Effective Date"), by and between Village of Waterloo (hereinafter referred to as "Village"), whose principal place of business is 509 S. Front Street, PO Box 127, Waterloo, Nebraska, 68069, and the City of Blair, Nebraska (hereinafter referred to as "City"), whose principal place of business is 218 S. 16<sup>th</sup> Street, Blair, Nebraska, 68008.

**RECITALS**

WHEREAS, Village is a village duly organized under the laws of the State of Nebraska, and an eligible public agency under the Act; and

WHEREAS, the City is a duly organized and validly existing as a city of the first class, political subdivision of the State of Nebraska pursuant to Chapter 16, Nebraska Revised Statutes, as amended, and its home rule charter, and an eligible public agency under the Act; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et. seq. (hereinafter referred to as the "Act") provides that two or more public entities may into an agreement for joint or cooperative action. The City and Village have determined that to assist for the legal training of Desirae M. Solomon as their respective municipal attorney,

WHEREAS, Desirae M. Solomon serves as the Village of Waterloo Village Attorney and the City of Blair Attorney; and

WHEREAS, the Village and City have a desire to partner together to equally pay for the legal training and lodging associated with the League of Municipalities two (2) annual conferences for Desirae M. Solomon; and

WHEREAS, the Village and City desire to enter into this agreement for a shared expense of paying for those legal education and lodging costs; and

WHEREAS, it is necessary for the Village and City to enter into an Interlocal Agreement to set forth their respective rights, duties, and obligations.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the Participants agree as follows:

**ARTICLE 1  
PURPOSES AND SCOPE**

1. The Purpose of this Interlocal Agreement is outlined in the above recitals.
2. The Scope of this Agreement is to equally pay for the legal education costs and lodging costs for Desirae M. Solomon.

**ARTICLE II  
ADMINISTRATION AND ORGANIZATION**

1. **No Joint Entity.** There is no joint entity created by this Agreement. No separate legal or administrative entity is created under this Agreement between the participants.
2. **Administration:** Except as otherwise provided herein, this Agreement, the Purposes and Scope, and the cooperative undertakings shall be administered by Desirae M. Solomon. Desirae M. Solomon will pay for her legal education at the League of Municipalities conferences and lodging up front, and then bill the Village and the City equally with an invoice. Desirae M. Solomon does not bill or invoice the City or the Village for food.

**ARTICLE III  
PAYMENT**

1. **Payment.** The City and Village will equally share in any and all costs related to the legal education and lodging for Desirae M. Solomon at the two (2) annual League of Municipalities Conferences.

**ARTICLE IV  
TERMINATION OF AGREEMENT**

1. The City and Village may terminate this Agreement if Desirae M. Solomon ceases to be the municipal attorney for either entity.

**ARTICLE V  
AMENDMENT**

Unless otherwise provide herein, this Agreement may be amended or modified by resolution or ordinance adopted by the governing bodies of both the Village and the City. After mutual approval, the amended and restated Agreement shall be signed by the authorized agent of the Participant.

**ARTICLE VI  
NONDISCRIMINATION**

The Participants affirm that they comply with, and will continue to comply with, the Nebraska Fair Employment Practice Act and Title VI of the Civil Rights Act of 1964, as amended. The Participants affirm that no person (including employees or applicants for employment) shall on the grounds of age, religion, sex, disability, race, or national origin, be excluded from participation in, be denied the benefit of, or otherwise subjected to discrimination under this contract or any other project, program or activity supported by this contract. The Participants affirm that in performance of this Agreement, neither it or its subcontractors will discriminate against of their employees or applicants for employment concerning the employees' or applicants' hire, tenure, terms, conditions, or privileges of employment based on the employees' or applicants' race, color, religion, sex, marital status, age, disability, or national origin.

**ARTICLE VII  
SEVERABILITY**

If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**ARTICLE VIII  
NOTICES AND DEMANDS**

A notice, demand, or other communication under this Agreement by either Participant to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

To City: City of Blair  
218 S. 16<sup>th</sup> Street  
Blair, NE 68008  
c/o City Administrator

To Village: Village of Waterloo  
509 S. Front Street  
PO Box 127  
Waterloo, NE 68069  
c/o Board Chairman

Copy to: City Clerk  
218 S. 16<sup>th</sup> Street  
Blair, NE 68008

Copy to: Village Clerk  
509 S. Front Street  
PO Box 127



The foregoing instrument was acknowledged by me on this 8 day of August, 2023, by Melinda Rump, Mayor of the City of Blair, a municipal corporation, on behalf of the City of Blair.



Brenda Wheeler  
Notary Public

EXCECUTED by Village of Waterloo, a Village duly organized under the laws and statutes of the State of Nebraska, on this 14 day of August, 2023.

ATTEST:

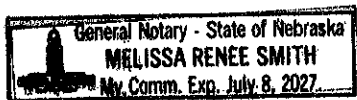
VILLAGE OF WATERLOO,  
a Village under the laws and  
Statutes of the State of Nebraska.

Melissa Smith  
Melissa Smith,  
County Clerk  
Village

BY: Travis Harlow  
Travis Harlow  
Waterloo Board Chairman

STATE OF NEBRASKA            )  
                                  Douglas            ) ss.  
COUNTY OF WASHINGTON    )

The foregoing instrument was acknowledged by me on this 14 day of August, 2023, by Travis Harlow, Village Board Chairman, on behalf of Village of Waterloo, a Village duly organized under the laws and statutes of the State of Nebraska.



Melissa Renee Smith  
Notary Public