

**INTERLOCAL COOPERATION AGREEMENT  
VILLAGE OF BRADY, NEBRASKA AND  
BRADY PUBLIC SCHOOLS OF BRADY, NEBRASKA**

This AGREEMENT is entered into between Brady Public Schools, Brady, Nebraska, (SCHOOL) and the Village of Brady, Nebraska, (BRADY), both being political subdivisions of the State of Nebraska, on this 10th day of November, 2025.

WHEREAS, Article XV, Section 18 of the Constitution of the State of Nebraska and the Inter-local Cooperation Act of the State of Nebraska, n 13-801 et seq. (ACT) authorize any two or more public agencies to enter into inter-local agreements with one another for joint or cooperative action on any power or powers, privileges or authority exercised or capable of being exercised individually by such powers, as such an Inter-local Agreement shall specify; and

WHEREAS, this Agreement is entered into pursuant to Neb. Rev. Stat 13-801 et seq., as amended; And

WHEREAS, SCHOOL and BRADY have the authority, among other things, to promote the general interest and welfare of SCHOOL and BRADY and the inhabitants, commerce and development thereof, and

WHEREAS, SCHOOL and BRADY deem it in the best interest of the general public to coordinate their efforts to lower costs of operation to benefit the inhabitants of BRADY; and

WHEREAS, SCHOOL desires to utilize the existing park owned and maintained by BRADY in  
Brady, Nebraska currently utilized by BRADY for the purpose of recreation, and

WHEREAS, the use of the park by SCHOOL would benefit the general public of BRADY by resulting in economical and efficient use of existing public facilities of BRADY in Brady, Nebraska and avoid the duplication of services; and

WHEREAS, SCHOOL and BRADY have reviewed this Agreement and passed and approved  
resolutions approving the same and authorizing the chairperson thereof to execute this Agreement; and

WHEREAS, SCHOOL and BRADY agree to evaluate the benefits that result from the coordination of their efforts as described herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND EACH OF THE PARTIES INTENDING TO BE BOUND HEREBY, IT IS AGREED AS FOLLOWS:

This Agreement shall continue for a period of one (1) year unless terminated by Mutual Agreement of the parties. After a period of one year, this Agreement shall be renewed automatically. During any renewal term, this Agreement may be terminated upon thirty (30) days written notice of intent to terminate given by either party to the other.

This Agreement does not establish a separate legal entity. The administration of this Agreement shall be vested in the Board of Trustees of BRADY and in the Administration of SCHOOL or to such person(s) as authorized or appointed by SCHOOL to serve pursuant to this Agreement.

BRADY will allow SCHOOL to use the field located in said Park as a practice field for school

sports. BRADY will provide all mowing and upkeep of said park area. SCHOOL and BRADY agree that they will equally split the annual fertilizer and sprayer equipment cost for maintenance of the practice field. The labor and equipment provided by SCHOOL under this Agreement shall be under sole direction of the Board of Trustees of Brady or the person(s) as authorized or appointed by the Board. Not to exceed \$750.00.

The use of the park provided by BRADY is limited to the terms and conditions contained in this Agreement. SCHOOL shall hold BRADY harmless from any and all liability to faculty, students and spectators using the practice field so long as BRADY abides by the terms of this Agreement.

No real or personal property shall be quirked under the terms of this Agreement and neither party shall have a claim of right or ownership in the property of the other property.

Waiver by either party of, or the failure of either party to take action with respect to, any breach

of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, for any subsequent breach of the same or any other term, covenant or condition herein contained.

This agreement shall bind each party as soon as signed by the authorized person. This Agreement

Shall be executed in counterparts, all of which shall constitute one agreement.

Each party to this Agreement shall hold the other harmless for any harm or injury whatsoever caused by any negligent or intentional act of the party.

This Agreement shall be construed and governed with the laws of the State of Nebraska. The

parties acknowledge that they are dealing totally on their own good judgment and not upon the representations which have been made by any other party hereto outside the terms and conditions of this Agreement.

BRADY agrees to haul away snow that comes from cleaning parking lots of the SCHOOL.

SCHOOL agrees to push snow into piles near the street for access by BRADY. In the event of a large snow fall the Brady School Maintenance Director will assist Village of Brady maintenance personnel with removal of snow from school property.

SCHOOL owns the ice machine located at the SCHOOL. SCHOOL is responsible for all maintenance and up-keep on the ice machine. SCHOOL agrees to allow BRADY use of the ice machine as needed.

Two sets of moveable bleachers are owned by BRADY. In the fall BRADY will move the bleachers to the SCHOOL'S football field upon request and in the spring BRADY will move the bleachers to the city park.

BRADY agrees to pay for cost associated w/ enzyme pump housed at the school; use of the pump is jointly.

BRADY and the SCHOOL jointly own the electric sign that is located on the village's land. The

SCHOOL will be in charge of programming the electric sign throughout the year. BRADY will be in charge of the expense to keep it running.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement effective the last date subscribed.

VILLAGE OF BRADY

BRADY PUBLIC SCHOOLS

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Chairman

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Superintendent

Brady Board of Trustees

ATTEST:

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Village Clerk

ATTEST:

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Administrative Assistant