

RESOLUTION NUMBER 7713

WHEREAS, on or about April 18, 2005, the City of Beatrice hereinafter referred to as "City" and Gage County hereinafter referred to as "County" entered into an Interlocal Agreement to provide funding to Gage County Economic Development, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "GCED" for economic development efforts in Gage County; and

WHEREAS, on or about September 30, 2008, City and County terminated the agreement with GCED; and

WHEREAS, the agreement between City, County, and GCED called for GCED to reimburse City and County all unexpended funds; and

WHEREAS, City, County, and GCED have been made aware of unexpended funds in a bank account controlled by GCED; and

WHEREAS, City and County desire to enter into an Agreement whereby City and County agree that all of the remaining funds in GCED's account will disburse fifty percent (50%) to City and fifty percent (50%) to County; and

WHEREAS, the City desires to enter into an Agreement regarding the disbursement of the remaining GCED funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Amendment with Gage County and any and all documents necessary, regarding the

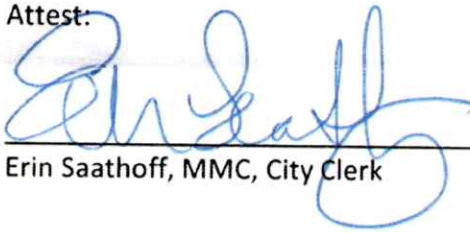
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action on _____
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George Joseph Clark

disbursement of the remaining GCED funds. A copy of said Agreement is attached hereto as Exhibit "A" and incorporated by this reference.

SECTION 2. That Resolution Number 7652 and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 19th day of January, 2026.

Attest:


Erin Saathoff, MMC, City Clerk


Robert Morgan, Mayor

Exhibit "A"

Placed on file by board
action on 2-4 2026
Dawn Hill
Gage County Clerk

AGREEMENT

THIS AGREEMENT is made and entered into on this 4th day of February, 2026, by and between the CITY OF BEATRICE, NEBRASKA, a Municipal Corporation, hereinafter referred to as "City", and the COUNTY OF GAGE, NEBRASKA, a body politic and corporate, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, on or about April 18, 2005, the City and County entered into an Interlocal Agreement to provide funding to Gage County Economic Development, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "GCED" for economic development efforts in Gage County;

WHEREAS, on or about September 30, 2008, City and County terminated the agreement with GCED;

WHEREAS, the agreement between City, County, and GCED called for GCED to reimburse City and County all unexpended funds;

WHEREAS, City, County, and GCED have been made aware of unexpended funds in a bank account controlled by GCED;

WHEREAS, City and County desire to enter into an Agreement whereby City and County agree that all of the remaining funds in GCED's account will disburse fifty percent (50%) to City and fifty percent (50%) to County; and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreement set forth herein, the City and County agree as follows:

1. Disbursement of Funds: The City and County agree that each party shall be entitled to and receive fifty percent (50%) of the GCED unexpended funds. City's and County's intent is to reallocate the disbursed funds to be used for economic development purposes.

2. Interlocal Agreement and Governing Law: No joint entity is created to administer this Agreement. The effect and meaning of the Agreement and all rights between the parties shall be governed by and construed according to the laws of the State of Nebraska.

3. Severability: If any one or more of the covenants or agreements provided in this Agreement shall be declared by any court or competent jurisdiction to be contract to law, then such covenant or covenants agreement or agreements, shall be null and void and

shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this agreement.


4. Assignability and Successors and Assigns: This agreement shall not be assignable by any party without express written consent from all other parties. All the covenants and representations contained in this agreement, by or on behalf of the City or County shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

5. Entire Agreement: This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter thereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendments, modification, or alteration to the terms of this Agreement shall be binding on any party unless the same is in writing, date subsequent to the date thereof, and duly executed by the party against enforcement is sought.

6. Article and Section Headings: The heading or titles of several paragraphs hereof shall be solely for the convenience or reference and shall not affect the meaning or construction, interpretation or effect of this Agreement.

IN WITNESS WHEREOF, the City and County, have caused this Agreement to be executed on their behalf by their respective officers there to duly authorized.

ATTEST:



Erin Saathoff, MMC, City Clerk

THE CITY OF BEATRICE, NEBRASKA
A Municipal Corporation



Robert Morgan, Mayor

ATTEST:



Dawn Hill, County Clerk

THE COUNTY OF GAGE, NEBRASKA
A body politic and corporate



Erich Tiemann, Chairperson