

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF GRAND ISLAND,
KEARNEY, & NORTH PLATTE AND THE VILLAGE OF ALDA REGARDING
DIRECT NEGOTIATIONS OF RATE CHANGES WITH NORTHWESTERN ENERGY**

THIS AGREEMENT is made and entered into on this 23rd day of July 2024, by and between the City of Grand Island, the City of Kearney, the City of North Platte, and the Village of Alda.

WHEREAS, the parties hereto are governmental units and political subdivisions of the State of Nebraska, and are public agencies for the purposes of the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. as amended; and

WHEREAS, the Interlocal Cooperation Act permits two or more public agencies to enter into agreements with one another, for the mutual benefit of the parties, to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs of local communities;

WHEREAS, pursuant to Neb. Rev. Stat. §66-1838 the requisite number of municipalities have voted in favor of negotiating directly between the Cities and Northwestern Energy with reference to the proposed rate adjustment that has been filed by Northwestern;

WHEREAS, the parties anticipate engaging the services of a consultant to assist in this negotiation process and provide information for all of the effected communities;

WHEREAS, the parties wish to share costs and expenses incurred in the negotiating process and also desire to apply to the Municipal Rate Negotiations Revolving Loan Fund to provide for payment of any costs or expenses which may be reimbursed from said Loan Fund as allowed by the Nebraska Public Service Commission;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. TERM PERIOD. This agreement shall continue in full force and effect from the date of execution by the parties until negotiations between the parties and Northwestern Energy either result in a settlement which is thereafter approved by the Nebraska Public Service Commission or negotiations do not result in a settlement and the rate case is referred to the Public Advocate for further proceedings. The parties agree that the term of this agreement will continue until such time as fees and expenses have been paid for by the Revolving Loan Fund as contemplated herein.

2. GENERAL ORGANIZATION, COMPOSITION, AND NATURE OF ANY SEPARATE LEGAL OR ADMINISTRATIVE ENTITY CREATED. No separate legal or administrative entity is hereby created.

3. PURPOSE. The purpose of this Agreement is to allow the parties to collectively negotiate the pending rate case with Northwestern Energy and to share the costs associated with said negotiation process including costs and expenses of a consultant. The further purpose of this agreement is to allow the parties to make one application to the Revolving Loan Fund to seek reimbursement for expenses incurred in the negotiation process.

4. COSTS OF NEGOTIATION PROCESS. The parties agree that application will be made to the Municipal Rate Negotiation Revolving Loan Fund and that this will be initiated by City Staff from Grand Island. The parties agree that they will submit bills for costs and expenses incurred in the negotiation process, including bills received from a consultant hired to the City of Grand Island who will then submit said bills for payment to the Loan Fund. The City of Grand Island agrees to retain any necessary consultant subject to the availability of budgetary funds. The parties agree that any and all costs which are not covered by the Loan Fund will be split by the parties proportionally based upon the number of impacted customers in each City or Village. In the event there are costs incurred which are not covered by the Loan Fund the City or Village incurring the expenses will submit claims to the other Cities and Village no later than 60 days after Loan Fund disbursement. There will be no real or personal property utilized in this joint undertaking, therefore, there will be no disposition of any real or personal property at the termination of this agreement.

5. ALLOCATION OF AUTHORITY. The City Attorney for any one of the affected Cities may advocate on behalf of the customers in any one or more of the affected Cities or Village during the negotiations process. The City Attorneys may designate one or more of themselves to represent the joint interests of the Cities and Village before the Public Service Commission or any Court of competent jurisdiction if, in the sole discretion of the City Attorneys, the parties interests remain aligned throughout the joint negotiations process and joint advocacy remains consistent with each Attorneys professional obligations.

6. ADMINISTRATOR. The City or Village Attorneys for each of the Cities or Village will jointly administer this agreement.

Dated this 24th day of July, 2024.

CITY OF GRAND ISLAND, NEBRASKA

By: Roger A. Steele
Roger Steele, Mayor

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

Before me, a Notary Public qualified in said county, personally came Roger Steele, Mayor, for the City of Grand Island, Nebraska, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution hereof to by his voluntary act and deed of the corporation.

Witness my hand and notarial seal this 24 day of July, 2024.

Sonya Cisneros
Notary Public

My Commission Expires:

Jan. 18, 2028



Dated this 23rd day of July, 2024.


CITY OF KEARNEY, NEBRASKA

By: 
Randy Buschkoetter, Vice-President of the Council

STATE OF NEBRASKA)
) SS.
COUNTY OF BUFFALO)

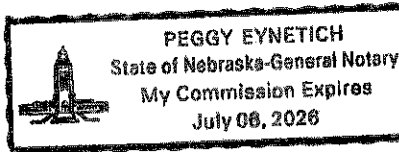
Before me, a Notary Public qualified in said county, personally came Randy Buschkoetter, Vice-President of the Council, for the City of Kearney, Nebraska, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution hereof to by his voluntary act and deed of the corporation.

Witness my hand and notarial seal this 23rd day of July, 2024.


Notary Public

My Commission Expires:

July 6, 2026



Dated this 6th day of August 2024.

CITY OF NORTH PLATTE, NEBRASKA

By: *Brandon Kelliher*
Brandon Kelliher, Mayor

STATE OF NEBRASKA)
) SS.
COUNTY OF LINCOLN)

Before me, a Notary Public qualified in said county, personally came Brandon Kelliher, Mayor, for the City of North Platte, Nebraska, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution hereof to be his voluntary act and deed of the corporation.

Witness my hand and notarial seal this 6th day of August, 2024.

Angela Gilbert
Notary Public

My Commission Expires:

June 9, 2027



Dated this 6th day of August, 2024.

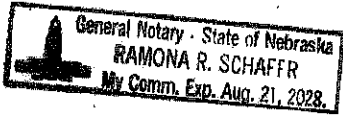
VILLAGE OF ALDA, NEBRASKA

By: *[Signature]*
Jerry Bond, Chairperson

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

Before me, a Notary Public qualified in said county, personally came Jerry Bond, Chairperson, for the Village of Alda, Nebraska, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution hereof to be his voluntary act and deed of the corporation.

Witness my hand and notarial seal this 6th day of August, 2024.



Ramona Schaffer
Notary Public

My Commission Expires:

August 21, 2028