

INTERLOCAL COOPERATIVE AGREEMENT

**FOR
ROADWAY SNOW REMOVAL SERVICES
IN AND AROUND GRAND ISLAND, NEBASKA**

**BY AND BETWEEN
THE COUNTY OF HALL, NEBRASKA
AND
THE CITY OF GRAND ISLAND, NEBRASKA**

THIS AGREEMENT is made and entered into by and between the COUNTY of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "COUNTY", and the CITY of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "CITY", WITNESSTH:

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801, *et seq.* provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the COUNTY and the CITY wish to enter into this interlocal agreement allowing the CITY to utilize certain COUNTY snow removal services on roadways within the CITY'S jurisdiction and the COUNTY wishes to utilize certain CITY snow removal services on roadways within the COUNTY'S jurisdiction.

NOW, THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

1a. The COUNTY agrees to perform snow removal and ice control services on CITY owned roadways as listed in Exhibit "A" and to perform said services in accordance with the HALL COUNTY HIGHWAY DEPARTMENT SNOW REMOVAL PLAN AND POLICES.

1b. The CITY agrees to pay the COUNTY annually \$500.00 per mile for snow removal and ice control services. This cost figure includes all labor, equipment, tools, materials, and supplies used or furnished by the COUNTY in the performance of snow removal and ice control services on the CITY owned roadways as listed in Exhibit "A".

1c. The CITY agrees to perform snow removal and ice control services on COUNTY owned roadways as listed in Exhibit "A" and to perform said services in accordance with the CITY OF GRAND ISLAND SNOW AND ICE REMOVAL POLICY AND PROCEDURE.

1d. The COUNTY agrees to pay the CITY annually \$500.00 per mile for snow removal and ice control services. This cost figure includes all labor, equipment, tools, materials, and supplies used or furnished by the CITY in the performance of snow removal and ice control services on the municipal roadways as listed in Exhibit "A".

1e. The CITY agrees to perform right-of-way mowing services for the COUNTY along COUNTY owned roadways as listed in Exhibit "A" at the annual rate of \$500 per mile. In lieu of cash payments for mowing services, the CITY and the COUNTY agree the annual mowing services provided by the CITY for the COUNTY shall be provided, on a mile for mile basis, in exchange for annual snow removal and ice control services provided by the COUNTY for the CITY, thereby reducing by the total miles billed by the COUNTY to the CITY.

2a. Whenever the CITY shall require the use of additional snow removal equipment, on CITY owned roadways not listed in Exhibit "A", the CITY shall notify the COUNTY of its need for the use of COUNTY snow removal equipment, which shall be provided to the CITY by the COUNTY in accordance with the following:

2b. The use of COUNTY equipment under this agreement shall include but is not limited to Motor Graders, Dump Trucks with Snow Plows, Front-End Loaders, and Work Trucks.

2c. The CITY shall pay the COUNTY for the use of snow removal equipment, including COUNTY employees to operate the equipment, at a Federal Emergency Management Agency (FEMA) equipment rental rate plus the actual hourly cost of personnel.

2d. It is expressly understood by the parties that any COUNTY snow removal equipment to be used under Section 2 of this Agreement will not be available for CITY use until

COUNTY snow removal operations for the storm have been deemed complete by the Hall County Public Works Director, or representative.

3. Governance: This agreement shall be co-governed by the Hall County Public Works Director and the City of Grand Island Street Superintendent.

4. Indemnification. Each party hereto agrees to indemnify and hold harmless the other party from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this agreement.

5. Modification: This agreement may be modified by written agreement of the Parties.

6. No Separate Entity: There shall be no separate legal entity created through this interlocal cooperative agreement.

7. Finances: This agreement shall be financed by the funds available to the parties hereto with both government entities assuring each other that each has fiscal capacity and authority to enter into and carry out this interlocal agreement.

8. Term and Duration: This agreement shall become effective on the date that the second party executes the agreement and shall continue in force and remain binding through completion of the project or until either party terminates the agreement upon a 90 day written notice to the other party.

9. Provision of Assistance: Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.


NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall COUNTY and the CITY of Grand Island duly execute this agreement.

HALL COUNTY

CITY OF GRAND ISLAND


Executed this 31 day of Oct, 2017.

Executed this 10 day of October, 2017.

By: 
Pamela Lancaster, Chair
Hall County Board of Supervisors

By: 
Jeremy Jensen, Mayor
City of Grand Island, Nebraska

Attest: 
Marla Conley
Hall County Clerk

Attest: 
RaNae Edwards
City of Grand Island


Asst. City Attorney

INTERLOCAL COOPERATIVE AGREEMENT
ROADWAY SNOW REMOVAL SERVICES

EXHIBIT A
October 10, 2017

Street Name	From	To	Miles	OWNERSHIP		SNOW REMOVAL		ROW MOWING	
				City	County	City	County	City	County
13th	Engleman Rd	North Rd	1.00	0.86	0.14	1.00		1.00	0.00
Airport Rd	Hwy 281	Sky Park Rd	2.00	0.30	1.70	0.00	2.00	0.30	1.70
Airport Rd	Shady Bend Rd	Gun Barrel Rd	1.00	0.63	0.37	0.00	1.00	0.63	0.37
Bismark Rd	Stuhr Rd	Shady Bend Rd	0.99	0.71	0.28	0.00	0.99	0.71	0.28
Blaine St	Hwy 34	Guenther Rd	3.00	2.00	1.00	0.00	3.00	2.00	1.00
Capital Ave	Sky Park Rd	Hwy 30	1.40	0.49	0.91	0.00	1.40	0.49	0.91
Engleman Rd	Hwy 2	Husker Hwy	5.00	2.00	3.00	0.00	5.00	5.00	0.00
North Rd	Stolley Park Rd	Husker Hwy	1.03	1.03	0.00	0.00	1.03	1.03	0.00
Old Potash	Engleman Rd	North Rd	1.00	0.93	0.07	1.00	0.00	1.00	0.00
Schimmer Dr	North Rd	South Locust	3.00	1.50	1.50	0.00	3.00	2.50	0.50
Seedling Mile	Shady Bend	Gun Barrel Rd	1.05	0.31	0.74	0.00	1.05	0.31	0.74
Shady Bend Rd	Airport Rd	Bismark Rd	3.03	2.09	0.94	0.00	3.03	2.09	0.94
Sky Park Rd	White Cloud Rd	Capital Ave	3.00	3.00	0.00	0.00	3.00	3.00	0.00
Stolley Park Rd	Engleman Rd	North Rd	0.97	0.47	0.50	0.00	0.97	0.47	0.50
Stuhr Rd	Bismark Rd	Hwy 34	2.00	0.96	1.04	1.04	0.96	0.96	1.04
Webb Rd	Airport Rd	Hwy 281 (north)	0.03	0.03	0.00	0.00	0.03	0.03	0.00
Wildwood Dr	North Rd	South Locust St	3.00	2.00	1.00	0.00	3.00	2.00	1.00
Gold Core Rd	Schimmer Rd	Wildwood Dr	1.06	1.06	0.00	0.00	1.06	1.06	0.00
Juergen	Schimmer Rd	Wildwood Dr	1.00	1.00	0.00	0.00	1.00	1.00	0.00
Platte Valley Blvd	Hwy 281	Juergen	0.13	0.13	0.00	0.00	0.13	0.13	0.00
Elk Dr	Wildwood Dr	Cougar Dr	0.16	0.16	0.00	0.00	0.16	0.16	0.00
Cougar Dr	Elk Dr	Antelope Dr	0.14	0.14	0.00	0.00	0.14	0.14	0.00
Antelope Dr	Wildwood Dr	Cougar Dr	0.16	0.16	0.00	0.00	0.16	0.16	0.00
		Total	35.16	21.97	13.19	3.04	32.12	26.18	8.98

City performs mowing and County performs snow removal City pays County for snow removal 18.93 Miles

Due to County for Snow Removal Services 14.73 Miles x \$500/Mile = \$7,364.53

ROADWAY SNOW REMOVAL BY AGENCY IN & AROUND GRAND ISLAND

Pending Agreement Approval

