

INTERLOCAL COOPERATIVE AGREEMENT

FOR REHABILITATION OF ROADS AND STREETS IN AND AROUND GRAND ISLAND, NEBRASKA

**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 for a joint asphaltic concrete resurfacing project on roads and streets in and near the City because of the anticipated cost savings attainable through using a single bidding process and efficiencies of planning and construction with the county and city sharing in the costs and responsibilities as set forth in this agreement in conjunction with the annual asphaltic concrete resurfacing program.

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

1) Scope of the Project: This agreement is for the asphaltic concrete resurfacing on the following roads or streets (see Attachment "A"):

- a) Stuhr Road from Stolley Park Road south to City Limits (approx. 300 feet)

2) The project cost will include:

- a) Final design and construction engineering costs.
- b) Actual quantities of materials used at contract unit prices for the contractor under contract with the County to resurface the roadway.
- c) Building earth shoulders and performing seeding of disturbed earth (as needed).
- d) Placing pavement markings on the new asphaltic concrete surface.
- e) The estimated costs for the project are detailed on attachment B.

3) County's Obligations

The County shall be responsible for the following with respect to the project:

- a) All financial cost associated with Stuhr Road from south City Limits to US Highway 34 (approx. 1.08 miles).
- b) Performing final design and construction engineering services for the project.
- c) Prepare plans and bid specifications for the project following the required bidding practices and requirements of law.
- d) Enter into a contract with a contractor to perform the asphaltic concrete resurfacing work.
- e) Tracking costs of the project and preparing an itemized bill for the City's share of the project costs.
- f) If any work on the project is performed by City within the limits of the County's responsibility, the cost of that work shall count towards City's share of the project cost.

4) City's Obligations:

The City shall be responsible for the following with respect to the project:

- a) All financial cost associated with Stuhr Road from Stolley Park Road south to City Limits (approx. 300 feet).
- b) The City Street Superintendent shall concur in the award of the construction contract.
- c) Upon completion of the work and submittal of an itemized bill from County, City will make payments to the County for the City's share of the project costs.
- d) If any work on the project is performed by the County within the limits of the City's responsibility, the cost of that work shall count towards the County's share of the project cost.

- 5) **Governance:** This agreement shall be co-governed by the Hall County Public Works Director and the Public Works Director for the City of Grand Island.
- 6) **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.
- 7) **Modification:** This agreement may be modified by written agreement of the Parties.
- 8) **No Separate Entity:** There shall be no separate legal entity created through this interlocal cooperative agreement.
- 9) **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.
- 10) **Further Agreements:** Each Party hereto shall be responsible for the maintenance of its portion of the roads or streets following completion of the project.
- 11) **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.
- 12) **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.

Interlocal Agreement between Hall County and Grand Island
Asphaltic Concrete Resurfacing

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 27 day of Oct, 2020.

Executed this 28th day of October, 2020.

By: Pamela E. Lancaster
Pamela E. Lancaster, Chair
Hall County Board of Commissioners

By: Roger S. Steele
Roger Steele, Mayor
City of Grand Island, Nebraska

Attest: Marla Conley, Deputy County Clerk
Marla Conley
Hall County Clerk

Attest: RaNae Edwards
RaNae Edwards, City Clerk
City of Grand Island

Gary R. Junk
Interim City Attorney