

INTERLOCAL COOPERATIVE AGREEMENT

FOR IMPROVEMENTS TO 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 the joint asphaltic concrete resurfacing projects and 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 City's and County's annual asphaltic concrete resurfacing projects.

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

1) City of Grand Island Project No. 2023-AC-1

a) Scope of the Project:

- i. Asphaltic concrete resurfacing on the following roads or streets (see Exhibit "A"):
 1. Capital Avenue between Engleman Road and North Road (0.95 miles)
 2. 13th Street between Engleman Road and North Road (0.89 miles)
 3. Cannon Road between Mansfield Road and North Road (0.32 miles)
 4. Old Potash Highway between Webb Road and Old Highway 30 (0.36 miles)
 5. Horseshoe Place between Mansfield Road and Cul-de-sac (0.17 miles)
 6. Zola Lane between Horseshoe Place and North Road (0.33 miles)
 7. Zola Court between Zola Lane and Cul-de-sac (0.07 miles)
 8. Allen Avenue between Morrison Drive and Zola Lane (0.16 miles)
 9. Allen Court between Zola Lane and Cul-de-sac (0.08 miles)
 10. Lampchop Lane between Allen Avenue and North Road (0.11 miles)
 11. Patchwork Place between Cul-de-sac and North Road (0.05 miles)

b) The project cost will include:

- i. Preliminary engineering and construction engineering costs.
- ii. Actual quantities of materials used at contract unit prices for the contractor under contract with the City of Grand Island to resurface the roadway.
- iii. Patching the roadway in advance of the asphaltic concrete resurfacing.
- iv. Building earth shoulders and performing seeding of disturbed earth (as needed).
- v. Placing pavement markings on the new asphaltic concrete surfaces.
- vi. The estimated costs for the individual segments of the project are detailed on Exhibit C.

c) City's Obligations

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

- i. Performing preliminary engineering and construction engineering services for the project.
- ii. Prepare plans and bid specifications for the project following the required bidding practices and requirements of law.
- iii. Enter into a contract with a contractor to perform the asphaltic concrete resurfacing work.
- iv. Tracking costs of the project and preparing an itemized bill for the County's share of the project costs. The City of Grand Island is anticipated to owe Hall County the difference of the cost share items associated with this agreement.

- v. If any work on the project is performed by Hall County within the limits of the City of Grand Island's responsibility, the cost of that work shall count towards Hall County's share of the project cost.

d) County's Obligations:

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

- i. The Hall County Public Works Director shall concur in the award of the construction contract.
- ii. Upon completion of the work and submittal of an itemized bill from Grand Island, Hall County will concur with the County's share of the project costs. The City of Grand Island is anticipated to owe Hall County the difference of the cost share items associated with this agreement.
- iii. If any work on the project is performed by the City of Grand Island within the limits of Hall County's responsibility, that work will be tracked according to section 1) c) iv.

2) Hall County – 2023 Grand Island Northeast Overlay

a) Scope of the Project:

- i. Asphaltic concrete resurfacing on the following roads or streets (see Exhibit "B"):
 - 1. Airport Road between Highway 281 and City Limits (0.75 miles)
 - 2a. Capital Avenue between Sky Park Road and Highway 30 (1.31 miles)
 - 2b. Shady Bend Road between City Limits and Capital Avenue (0.29 miles)

b) The project cost will include:

- i. Preliminary engineering and construction engineering costs.
- ii. Actual quantities of materials used at contract unit prices for the contractor under contract with Hall County to resurface the roadway.
- iii. Patching the roadway in advance of the asphaltic concrete resurfacing.
- iv. Building earth shoulders and performing seeding of disturbed earth (as needed).
- v. Placing pavement markings on the new asphaltic concrete surfaces.
- vi. The estimated costs for the individual segments of the project are detailed on Exhibit C.

c) County's Obligations

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

- i. Performing preliminary engineering and construction engineering services for the project.

- ii. Prepare plans and bid specifications for the project following the required bidding practices and requirements of law.
- iii. Enter into a contract with a contractor to perform the asphaltic concrete resurfacing work.
- iv. Tracking costs of the project and preparing an itemized bill for the City's share of the project costs. The City of Grand Island is anticipated to owe Hall County the difference of the cost share items associated with this agreement.
- v. If any work on the project is performed by City of Grand Island within the limits of the Hall County's responsibility, the cost of that work shall count towards City of Grand Island's share of the project cost.

d) City's Obligations:

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

- i. The City of Grand Island Public Works Director shall concur in the award of the construction contract.
- ii. Upon completion of the work and submittal of an itemized bill from Hall County, City of Grand Island will make payments to Hall County for the difference of the cost share items associated with this agreement.
- iii. If any work on the project is performed by the Hall County within the limits of City of Grand Island's responsibility, that work will be billed according to section 2) c) iv.

- 3) **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.
- 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) **Further Agreements:** Each Party hereto shall be responsible for the maintenance of its portion of the roads or streets following completion of the project.
- 9) **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.
- 10) **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

Executed this 6 day of June, 2023.

By:


Ron Peterson, Chair
Hall County Board of Commissioners

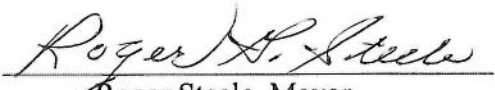
Attest:


Marla Conley
Hall County Clerk

CITY OF GRAND ISLAND


Executed this 14th day of June, 2023.

By:


Roger Steele, Mayor
City of Grand Island, Nebraska

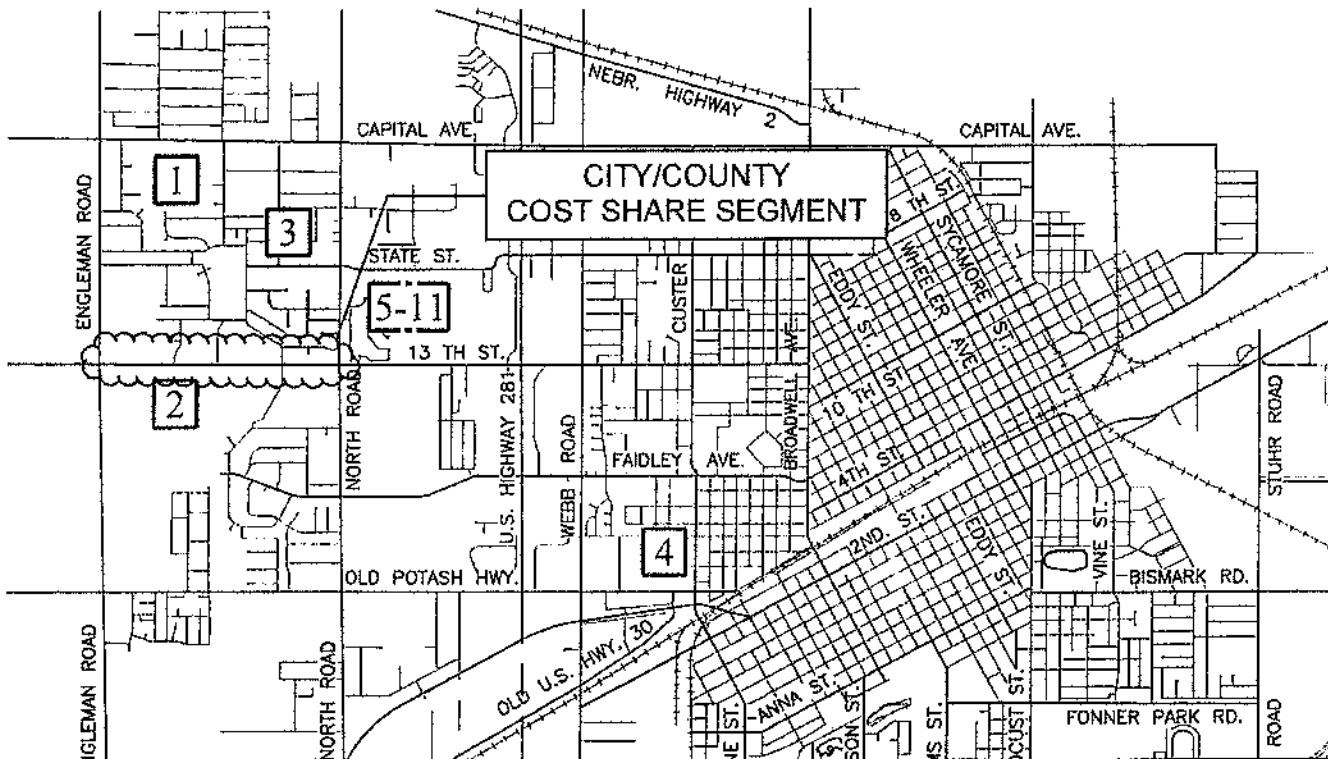
Attest:


RaNae Edwards, City Clerk
City of Grand Island


Stacy R. Nonhof
Assistant City Attorney

LOCATION MAP

2023 INTERLOCAL AGREEMENT
EXHIBIT 'A'



- SECTION 1 - CAPITAL AVE - ENGLEMAN RD TO NORTH RD
- SECTION 2 - 13TH ST - ENGLEMAN RD TO NORTH RD
- SECTION 3 - CANNON RD - MANSFIELD RD TO NORTH RD
- SECTION 4 - OLD POTASH HWY - WEBB RD TO OLD HWY 30
- SECTION 5 - HORSESHOE PL - MANSFIELD RD TO CUL-DE-SAC
- SECTION 6 - ZOLA LN - HORSESHOE PL TO NORTH RD
- SECTION 7 - ZOLA CT - CUL-DE-SAC TO ZOLA LN
- SECTION 8 - ALLEN AVE - MORRISON DR TO ZOLA LN
- SECTION 9 - ALLEN CT - ZOLA LN TO CUL-DE-SAC
- SECTION 10 - LAMBCHOP LN - ALLEN AVE TO NORTH RD
- SECTION 11 - PATCHWORK PL - CUL-DE-SAC TO NORTH RD



2023 AC-1
PROJECT MAP
NOT TO SCALE

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

2023 INTERLOCAL AGREEMENT
EXHIBIT 'B'

1

CITY/COUNTY
COST SHARE SEGMENT

2

BID SECTIONS
1. AIRPORT ROAD
2. CAPITAL AVENUE &
SHADY BEND ROAD
CITY LIMITS: []

EXHIBIT B



SCALE: NONE

LOCATION MAP

HALL COUNTY - GRAND ISLAND NORTHEAST OVERLAY
HALL COUNTY, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

**2023 INTERLOCAL AGREEMENT
EXHIBIT 'C'**

CITY OF GRAND ISLAND/HALL COUNTY	
2023 ASPHALT PROJECTS	

CITY OF GRAND ISLAND PROJECT NO. 2023-AC-1						
CITY/COUNTY COST BREAKDOWN - BID COSTS						
SECTION	ROADWAY	BID COST	% CITY	CITY COST	% COUNTY	COUNTY COST
1	Capital Avenue	\$210,372.75	100.00%	\$210,372.75	0.00%	\$0.00
2	13th Street	\$169,352.70	84.50%	\$143,103.03	15.50%	\$26,249.67
3	Cannon Road	\$101,437.95	100.00%	\$101,437.95	0.00%	\$0.00
4	Old Potash Highway	\$106,184.10	100.00%	\$106,184.10	0.00%	\$0.00
5	Horseshoe Place	\$26,133.67	100.00%	\$26,133.67	0.00%	\$0.00
6	Zola Lane	\$40,035.36	100.00%	\$40,035.36	0.00%	\$0.00
7	Zola Court	\$16,422.39	100.00%	\$16,422.39	0.00%	\$0.00
8	Allen Avenue	\$22,282.08	100.00%	\$22,282.08	0.00%	\$0.00
9	Allen Court	\$18,671.05	100.00%	\$18,671.05	0.00%	\$0.00
10	Lampchop Lane	\$15,105.96	100.00%	\$15,105.96	0.00%	\$0.00
11	Patchwork Place	\$12,834.36	100.00%	\$12,834.36	0.00%	\$0.00
	TOTAL	\$738,832		\$712,582.70		\$26,249.67

HALL COUNTY - 2023 GRAND ISLAND NORTHEAST OVERLAY						
CITY/COUNTY COST BREAKDOWN - ESTIMATED COST						
SECTION	ROADWAY	BID COST	% CITY	CITY COST	% COUNTY	COUNTY COST
1	Airport Road	\$396,194.26	0.00%	\$0.00	100.00%	\$396,194.26
2	Capital Ave & Shady Bend Rd	\$366,147.34	30.20%	\$110,576.50	69.80%	\$255,570.84
	TOTAL	\$762,342		\$110,576.50		\$651,765.10

Grand Island Project No. 2023-AC-1	Hall County Cost	\$26,249.67
Hall County - 2023 Grand Island Northeast Overlay	City of Grand Island Share	\$110,576.50
City of Grand Island Estimated Payment to Hall County	Difference	\$84,326.83