

INTERLOCAL COOPERATIVE AGREEMENT
FOR IMPROVEMENTS TO
INDEPENDENCE AVENUE NORTH OF CAPITAL AVENUE

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 municipal corporation within 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 may enter into agreements for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the City is resurfacing Independence Avenue between Capital Avenue and Nebraska Highway 2; and

WHEREAS, in the interest of public safety and convenience during the resurfacing on the above project, it is necessary to establish a detour on designated County Roads, as shown on the attached Exhibit "A"; and

WHEREAS, the County is agreeable to the use of said designated county roads as a detour under the following terms and conditions.

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

Section 1. The County agrees that the City may use designated county roads, as shown on the attached Exhibit "A", as a detour for the duration of this project.

Section 2. The city agrees to perform the maintenance on the County Roads during their use as a detour and to return said County Roads to the County at the conclusion of their use as a detour in the condition they existed prior to their use as a detour.

Section 3. Further Agreements: Each Party hereto shall be responsible for the maintenance of its portion of the roadway following completion of the resurfacing project and use of County Roads as a detour.

Section 4. Governance: This agreement shall be co-governed by the Hall County Surveyor & Highway Superintendent and the City of Grand Island Public Works Department Project Manager.

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

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

Section 7. 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

COUNTY OF HALL

Executed on March 25, 2014

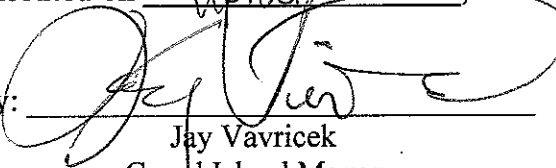
By: Bob McFarland
Bob McFarland, Chair
Hall County Board of Supervisors

Attest: Marla Conley
Marla Conley
Hall County Clerk

Approved to Form: Jack Zitterkopf
Jack Zitterkopf
Chief Deputy County Attorney

CITY OF GRAND ISLAND

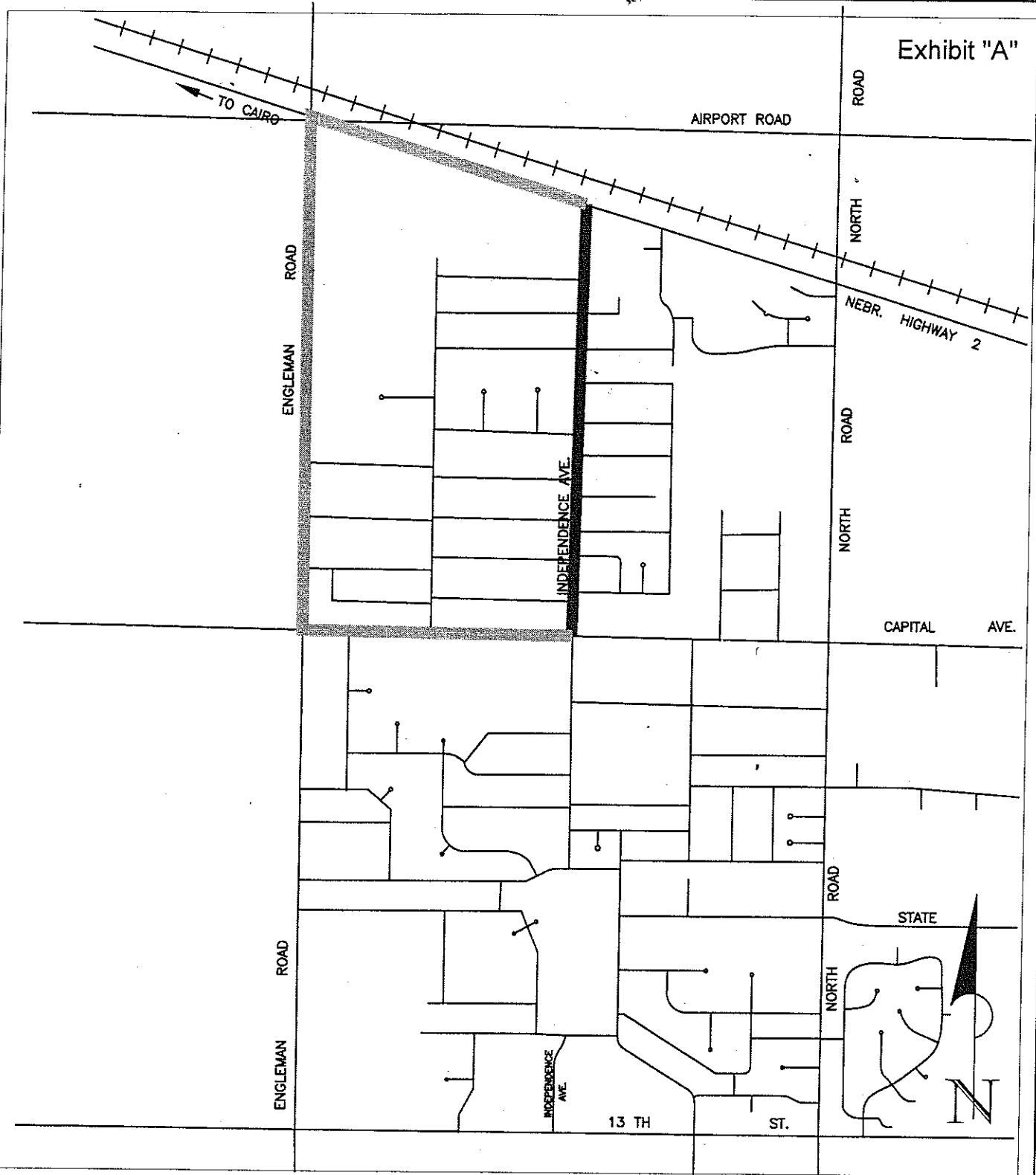
Executed on April 8, 2014

By: 
Jay Vavricek
Grand Island Mayor

Attest: RaNae Edwards
RaNae Edwards
Grand Island City Clerk

Approved to Form: Stacey R. Workof
Grand Island City Attorney's Office

Exhibit "A"



 WORK ZONE
 PROPOSED DETOUR



DATE: 01-17-2014
 DRAWN BY: MWL
 APPVD. BY: GS
 SCALE: NONE

VARIOUS LOCATIONS
 GRAND ISLAND
 INDEPENDENCE AVE
 PROPOSED DETOUR

PLAN
 1 / 1

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