

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAWSON COUNTY AND CITY OF LEXINGTON**

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between Dawson County, a political subdivision of the State of Nebraska, hereinafter referred to as the “County”, and the City of Lexington, a political subdivision of the State of Nebraska, herein after referred to as the “City”,

WITNESSETH:

WHEREAS, the Interlocal Cooperative Act, Neb. Rev. Stat. §13-801 to §13-827, permits local governmental units to make the most efficient use of their powers to enable them to cooperate with other governmental units in an effort to provide services and facilities in a manner that will accord with the needs of their local communities; and,

WHEREAS, the County, as the Local Public Agency, entered into an LPA Program Agreement with the State of Nebraska Department of Roads executed by the County on March 30, 2012 and the corresponding Supplemental Agreement No. 1 executed by the County on December 31, 2013 (“LPA Agreements”) to implement and fund the State of Nebraska Department of Roads Project No. BRO-7024(22), Control No. 61260, Overton Southwest project, which are attached and identified as Exhibit “A” and Exhibit “B” and are made a part of this agreement; and,

WHEREAS, the plans designated in the LPA Agreements pertain to the replacement of Bridge No. C002444610 on County Road 752 located between County Road 440 and County Road 441 on the north line of the northwest quarter of Section 28, T - 9 N, R – 20 W of the 6th Principal Meridian in Dawson County, Nebraska; and,

WHEREAS, said improvements have been designated as eligible for Federal-Aid Bridge Replacement Funds and State-Aid Bridge Funds as set forth in the LPA Agreements; and,

WHEREAS, the County is in need of a replacement of a “Responsible Charge” (RC) to act on behalf of the County for the implementation of the aforementioned project plans and desires that the City appoint a new RC, as evidenced by the Interlocal Resolution between the County and the City executed by the County on the _____ day of _____, 2014, attached and identified as Exhibit “C” and made a part of this agreement.

NOW THEREFORE, in consideration thereof, the County and the City agree as follows:

1. The City agrees to designate an available, fully-qualified public employee from the City to act as RC in compliance with the terms and definitions set forth in the LPA Agreements.
2. The City will be reimbursed in accordance with the terms of the LPA Agreements for the time and expenses incurred by the RC for services rendered under the LPA Agreements.
3. The County agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects as set forth in the LPA Agreements, and the City shall not be held financially or otherwise responsible for the work associated with the LPA Agreements.
4. Each party to this contract agrees to indemnify and hold harmless, protect and defend the other as well as its elected and appointed officials, employees and representatives against any and all claims, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, for the damages asserted, claimed or recovered against the other or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, in any way connected with or resulting from the work associated with this agreement; and,

5. Each party shall maintain general liability insurance coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering personal injury, including bodily injury and property damage involved with this agreement. Each party will carry automobile liability limits of not less than \$1,000,000 single limit. Each party will maintain responsibility for providing its workers with workers' compensation coverage for any claims associated with its employees.

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.

EXECUTED by the County this _____ day of _____, 2014.

WITNESS:

DAWSON COUNTY, Nebraska

County Clerk

Chairman

EXECUTED by the City this _____ day of _____, 2014.

WITNESS:

CITY OF LEXINGTON, Nebraska

City Clerk

Mayor