

INTERLOCAL COOPERATION AGREEMENT FOR INFRASTRUCTURE PROJECTS

This Interlocal Agreement (“Agreement”) is made and entered into on the dates provided below by and between the City of Lexington, a Municipal Corporation, (hereinafter referred to as “City”) and Dawson County, Nebraska, (hereinafter referred to as “County”).

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-1801 *et. seq.*, (the “Act”), of the State of Nebraska, provides that two or more public entities may enter into an agreement for shared or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act and other Nebraska laws, and no separate legal or administrative entity is created for any of the cooperative undertakings established under this Agreement; and

WHEREAS, the City owns and is charged with constructing, operating, and maintaining various elements of public infrastructure projects within the City; and

WHEREAS, the County owns and is charged with constructing, operating, and maintaining various elements of public infrastructure projects within the County; and

WHEREAS, the City and County have each identified public infrastructure needs, including but not limited to the following: streets, storm drainage, sidewalks, culverts, and other infrastructure upgrades; and

WHEREAS, the Parties find there is considerable overlap between the public infrastructure needs of the City and County, and that better coordination of and long term development of public infrastructure projects between the City and County in implementing the public infrastructure goals of the Parties would be beneficial to achieving the goals of the City and the County in providing for the public infrastructure needs of the City and County; and

WHEREAS, the Parties desire to enter into this interlocal cooperative agreement to accomplish those purposes;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, it is agreed as follows:

1. Coordination of Public Infrastructure Efforts: Pursuant to Neb. Rev. Stat. §13-1801 *et. seq.*, the City and County hereby enter into a cooperative agreement through which the parties shall jointly and cooperatively coordinate their respective efforts in implementing the infrastructure goals of the City and County.

2. Scope of Services: The public infrastructure projects that may be subject to coordination between the Parties pursuant to this Agreement include, but shall not be limited to,

public highways, bridges and municipal roads, streets, bridges, sidewalks, storm water drainage, and culverts.

3. Construction of Individual Projects: The Parties agree that each Party shall contract for individual infrastructure projects outlined above and said contracting Party shall be responsible for all matters related to the construction of the individual public infrastructure project. When appropriate, the contracting entity may notify the other Party of the joint benefit of said public infrastructure project to both the City and County and request cost sharing from the other Party for all or a portion of said infrastructure project. The terms of said cost sharing on each individual project shall be determined from project to project as agreed to by each Party in the form of an addendum subsequently attached to this Agreement. The Parties agree to use their best efforts to cost share the undertaking of any public infrastructure projects which may have a joint benefit to the City and the County.

4. Purpose: The purpose of the Agreement shall be to make efficient use of the powers of the parties hereto by enabling them to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner in pursuant to forms of governmental organization that will accord best with economic and other needs of the public as served by City and County.

5. Program Administrators: The agreed upon usage cooperative undertaking shall be administered by a program administrator from the County and a program administrator from the City ("Program Administrators"). The City hereby designates the Lexington City Manager as its Program Administrator for this cooperative undertaking. The County hereby designates the Highway Superintendent as its Program Administrator for this cooperative undertaking. The Program Administrators shall be directly responsible for making decisions, administering and managing this cooperative undertaking. The Program Administrator may be changed from time to time by any party appointing a successor Program Administrator upon no less than seven (7) days advance written notice to the other party.

6. Duration and Termination: This Agreement shall commence on the day and year written below, and continue for a period of one (1) year and shall self-renew thereafter, subject to the right of either party to terminate this Agreement by giving other party one hundred eighty (180) days prior written notice of its intention to terminate the Agreement. At termination any separate property of the parties shall remain separate and any improvements to the facilities made during the term will be the sole property of the City.

7. Manner of Acquiring and Holding Property: Any real or personal property owned by either of the parties to this Agreement shall remain the separate property of the parties. Any property acquired for the purposes of this Agreement shall be purchased under the separate budget authority of either of the parties and shall remain the separate property of the party acquiring such property.

8. Hold Harmless: Both County and City shall and do hereby save each other harmless, and their officers, employees, and agents from any and all claims and/or liability whatsoever due to or arising out of any acts, conduct, omissions, or negligence of each to the

other or to another person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof. Such covenant is to include each party's officers, employees, trustees, agents, or other acting by, for or under the direction of the County or City.

9. Compliance with Laws: This Agreement shall not release the parties to this Agreement from their responsibilities established by the statutes of the State of Nebraska, or any other laws.

10. Binding: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors, and assigns.

11. Amendments: This Agreement may only be amended or modified in writing signed by all parties to this Agreement.

12. Further Assurances: Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

13. Assignment: This Agreement may not be transferred or assigned by either party without the written consent of the other party. Such consent shall not be unreasonably withheld and shall not release the assignor from performance hereunder.

14. Interpretations: Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

15. Relationship of Parties: Neither the method of funding nor any other provisions of this Agreement nor any acts of any party shall be deemed or construed by the City, or by any third person to create the relationship of partnership or of shared venture or of any association between the parties, other than contractual relationships stated in this Agreement.

16. Governing Law: All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

17. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature which shall be valid for all purposes.


18. Entire Agreement: This Agreement contains the entire agreement of the parties relating to this matter. It supersedes any prior agreements or understandings among them and shall not be modified or altered or amended in any manner except in writing and signed by both parties.

Executed and delivered this _____ day of _____, 2020.

CITY OF LEXINGTON, NEBRASKA

By: _____
Joe Pepplichtsch, City Manager

DAWSON COUNTY, NEBRASKA

By:  _____
Commissioner Chairman