

INTERLOCAL AGREEMENT

MAR 15 2007

THIS AGREEMENT is entered into and executed by and between the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "the County," and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "the City."

LANC. COUNTY CLERK

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq. (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, Lancaster County and the City of Lincoln are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions; and

WHEREAS, the County and the City entered into an Interlocal Agreement under County Contract No. C-06-0060 and City Resolution No. A-83763, for the adoption of right-of-way and construction standards for unimproved county roads located within the three-mile zoning jurisdiction of the City of Lincoln classified as rural principal arterial, rural minor arterial, rural major collector and rural minor collector in the Lincoln-Lancaster County Comprehensive Plan; also referred to as RUTS; and

WHEREAS, the County and the City agree that it is mutually beneficial for the paving of Yankee Hill Road from South 40th Street to South 56th Street, in a modified RUTS design, as it is generally shown in Attachment "A", attached hereto and incorporated by this reference.

WHEREAS, the County and the City have agreed to share in the costs of said paving; and

WHEREAS, the County and the City wish to clarify their respective obligations for the division of costs and other matters pertaining to the paving of Yankee Hill Road, South 40th Street to South 56th Street.

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

1. Duration: The duration of this Agreement shall be from the date of execution until the completion of the above described paving project. This Agreement may be terminated upon giving sixty (60) days written notice to the other party, so long as the proposed date of termination is prior to the County's award of bid for the paving work. Once the County has awarded the bid for the paving work, this Agreement may only be terminated by the written mutual agreement of the City and the County.

2. Purpose: The purpose of this Agreement is to provide for paving of Yankee Hill Road from South 40th Street to South 56th Street in a modified RUTS cross section off-set to the south with asphalt pavement. Yankee Hill Road from South 40th Street to South 56th Street is

located entirely outside of the city limits but within the three mile jurisdiction of the City of Lincoln and entirely within Lancaster County.

3. Funding: The County will contribute \$300,000 for this project. The City will be responsible for all project costs over \$300,000, up to a maximum of \$200,000. Project costs that are a part of this Agreement include engineering by a consultant, right-of-way or easements, and construction. The total cost for this project shall not exceed \$500,000, unless an additional expenditure is authorized in writing by the County Board and the City Council.

4. Responsibilities: The responsibilities of the City and County shall be as follows:

A. The County will have the following responsibilities:

- i) Design, manage, and construct the paving of Yankee Hill Road from South 40th Street to South 56th Street. Such road is to be paved in a modified RUTS cross section off-set to the south with asphalt pavement;
- ii) Coordinate the design, details, culvert design, grades and profiles with the City Engineer;
- iii) Contact a consulting firm to accomplish the engineering needed for this project, enter into a subsequent contract with the firm, and be the administrator of said contract;
- iv) The County shall be responsible for all maintenance of Yankee Hill Road from South 40th Street to South 56th Street, as diagrammed in Attachment "A". This responsibility shall survive the termination of this Agreement or expiration of this Agreement, unless and until annexed by the City;
- v) Any and all right-of-way acquired for this project shall be held in the name of the County for public right-of-way, until annexed by the City; and
- vi) The County will contribute \$300,000 for this project.

B. The City will have the following responsibilities:

- i) The City will be responsible for all project costs over \$300,000, up to a maximum of \$200,000. The City's share will be due to the County within thirty (30) days after the award of bid for the paving work. The County Engineer shall notify the City as soon as the County Board awards the bid.

- ii) In the event easement or right-of-way is needed, the City will provide personnel for the right-of-way acquisition. Said personnel time will be considered as part of the project cost and will be deducted from the City's contribution at the time of billing by the County.

5. Independent Contractor: It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the City. The City and County shall be responsible to their respective employees for all salaries and benefits. Neither the City's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to its employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. The City and the County shall be responsible for maintaining Worker's Compensation Insurance and Unemployment Insurance for its employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation.

6. Assignment: Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement.

7. Hold Harmless: Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

8. Administration: The terms and conditions of this Agreement shall be administered by the County Engineer in cooperation with the Director of Public Works and Utilities. This Agreement does not create any separate legal or administrative entity.

9. Cooperation: The Yankee Hill Road paving project will be designed, managed, and constructed under the supervision of the County and the County Engineer's Office. The County Engineer's Office will coordinate the design, details, culvert design, grades, and profiles with the City Engineer's Office. The County Engineer and City Engineer shall work together to finalize all design details and standards. In the event a disagreement arises or a compromise cannot be reached, the County Engineer shall have the final decision-making authority in the design, management, and construction of this paving project.

10. Severability: If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

11. Equal Employment Opportunity: Each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

12. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

EXECUTED this 20th day of March, 2007, by Lancaster County, Nebraska.

By: 
Bob Workman, Chair
Lancaster County Board of
Commissioners

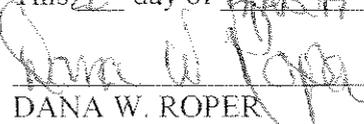
EXECUTED this _____ day of _____, 2007, by the City of Lincoln, Nebraska.

By: _____
Mayor Coleen J. Seng

Approved as to form:
This 15 day of March, 2007.


Deputy County Attorney
for GARY E. LACEY
Lancaster County Attorney

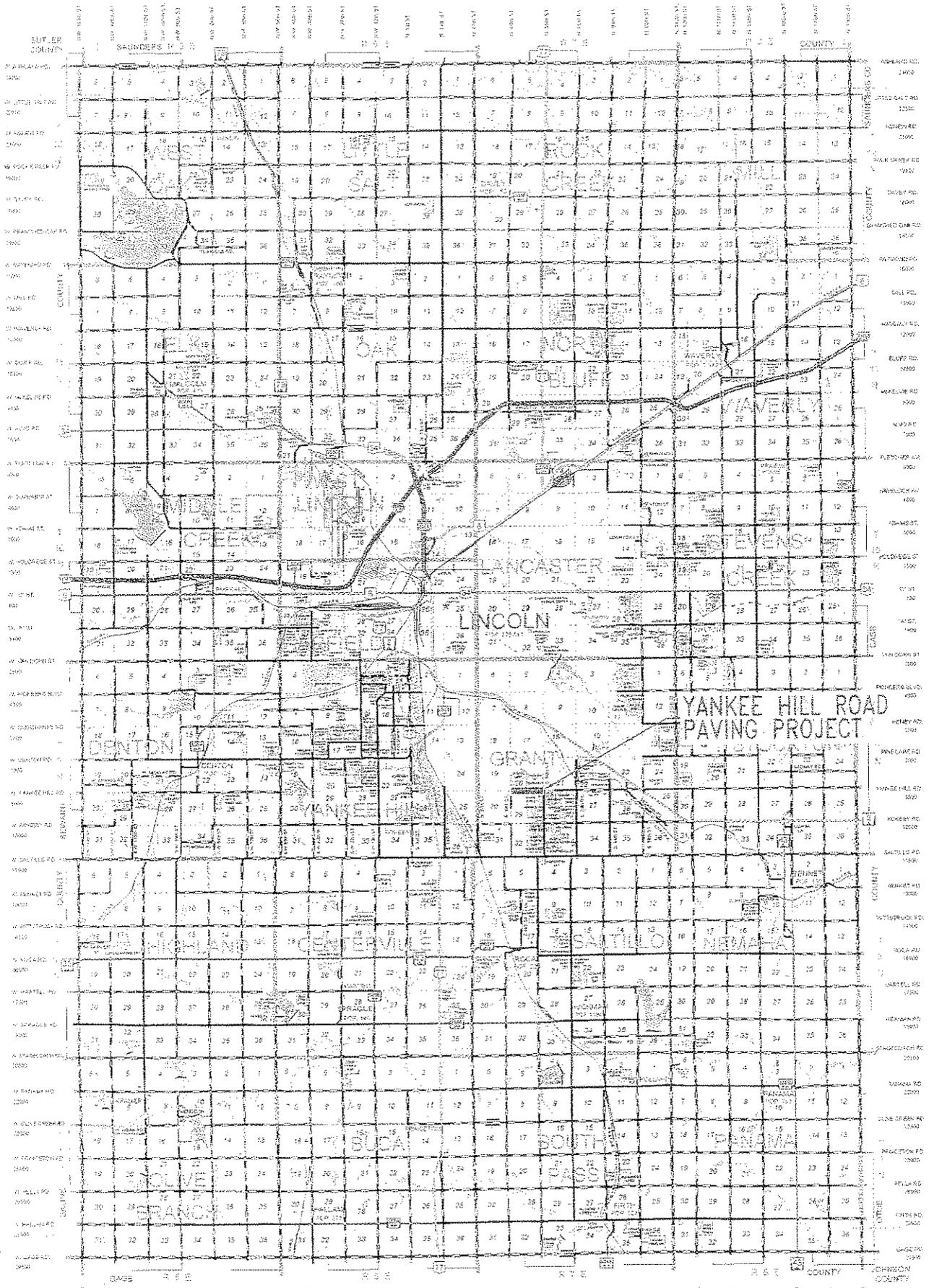
Approved as to form:
This 22nd day of March, 2007.


DANA W. ROPER
City Attorney

DON R. THOMAS
COUNTY ENGINEER

LANCASTER COUNTY, NEBRASKA

LARRY V. WORRELL
COUNTY SURVEYOR



Section numbers are printed in small boxes within the grid. Township names include Waverly, Lincoln, Grant, and Nemaha. Range names include 10E, 11E, and 12E. The map also shows various roads and geographical features.

**YANKEE HILL ROAD
PAVING PROJECT**