

COPY

**INTERLOCAL AGREEMENT
FOR
LIMITED ROAD MAINTENANCE**

THIS INTERLOCAL AGREEMENT ("Agreement") is hereby made and entered into this ___ day of _____, 2021, by and between the City of Fremont, a municipal corporation organized and existing under the laws of the State of Nebraska located in Dodge County, Nebraska, (herein referred to as "City"), and the County of Dodge, a political subdivision organized and existing under the laws of the State of Nebraska located in Dodge County, Nebraska, (herein referred to as "County").

WHEREAS, the City and County are independent political subdivisions organized and existing under the laws of the state of Nebraska; and,

WHEREAS, the City and County, by Nebraska law, can enter into an interlocal agreement for the City to provide limited road maintenance to a Dodge County Road where the use of the County Road by the City or the City's agent has or could damage a County Road; and,

WHEREAS, the County desires to enter into this Interlocal Agreement for Limited Road Maintenance (Agreement) with the City in conformance with Nebraska law; and,

WHEREAS, the City desires to enter into this Agreement with the County for limited road maintenance in conformance with Nebraska law; and,

WHEREAS, the Interlocal Corporation Act of the state of Nebraska, Neb. Rev. Stat. § 13-1801, et seq. (Reissue 2012), enables separate political subdivisions of the state to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities in a manner and pursuant to forms of government or organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities; and,

WHEREAS, it is necessary for the parties to enter into an agreement to set forth their respective rights, duties and obligations.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE CITY AND COUNTY DO HEREBY MUTUALLY UNDERTAKE, PROMISE, AGREE AND CONTRACT EACH FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS AS FOLLOWS:

1. Purpose of Agreement.

The purpose of this agreement is to memorialize the limited road maintenance the City will provide to the County in connection with the use of a County Road as spelled out in this Agreement.

2. Term and Termination.

This Agreement shall be in full force and effect from August 15, 2021 to August 31, 2026, and renewed annually thereafter until terminated, with or without cause, by either the City or County upon 30 days written notice to the other party.

3. Limited Road Maintenance.

City will, to the satisfaction of the County, provide limited road maintenance to the County (listed below) at the City's expense where the use of the County Road by the City or the City's agent

has, would, or could damage a County Road. Limited road maintenance shall include:

1. Grading the surface of the road
2. Reshaping the surface of the road
3. Controlling dust by applying calcium chloride or water
4. Resurfacing by applying gravel or crushed rock to the road
5. Repairing portions of the road, ditch, culvert, or bridge damaged by the City or City's agents use of the road

Limited road maintenance shall not include changing a County Road's surface type, width, capacity, elevation, or drainage features. Further, other than for repairs necessitated by the City's use of the road, the City shall not be responsible to assure that the construction and status of the road is in compliance with any local, state, or federal law.

The City is not authorized to undertake limited road maintenance of any kind on or along any portion of a County Road without the express consent of the County.

In addition, the City shall correct any damage to a County Road caused by the City or the City's agent due to negligence, including, but not limited to, paying for any and all costs necessary to reclaim any damage that occurs to a County Road to restore the Road back to its original condition prior to the City's or the City's Agent's actions or negligence, to the sole satisfaction of the County.

4. Funding.

The City agrees to pay the cost of the limited road maintenance listed in Section 3 above to restore the County Road back to its original condition as determined by the County.

5. Cooperation.

The parties shall cooperate and coordinate with each other to enhance the City's ability to perform the services required of it by the terms of this Agreement. This shall include, but not be limited to, cooperating with the County departments, employees, contractors, officials, and advising the City of any litigation, claim, or threat of legal action pertaining to or arising out of or from the services performed by the City hereunder.

6. General Conditions.

(a) Nondiscrimination. None of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability pursuant to the Americans with Disabilities Act, political or religious opinions, affiliations or national origin.

(b) Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

(c) Application Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

(d) Interest of the Parties. City and County covenant that each presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; each further covenant that, in the performance of this Agreement, no person having any such interest shall be employed

by either party.

(f) Merger. This contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

(g) Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties. Every amendment shall specify the date on which its provisions shall be effective.

(h) Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

(j) Assignment. Neither of the parties may assign its rights under this Agreement without the express prior written consent of the other.

(k) Successors and Assigns Bound by Covenants. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

(l) Indemnity. Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement.

(m) Authorized Representatives and Notice. In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- A. City of Fremont
Brian Newton
City Administrator
400 E Military Ave
Fremont, NE 68025

- B. County of Dodge
Scott Huppert
Dodge County Road Superintendent
PO Box 147
Fremont, NE 68025

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

EXECUTED this ____ day of _____, 2021.

CITY OF FREMONT, a Municipal Corporation

ATTEST:

Tyler Ficken, City Clerk

By _____
Joey Spellerberg, Mayor

APPROVED AS TO FORM:

City Attorney

EXECUTED this ____ day of _____, 2021.

COUNTY OF DODGE, a political subdivision

ATTEST:

County Clerk

By _____
Bob Missel, Chairperson of the
Board of County Supervisors

APPROVED AS TO FORM:

County Attorney