

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF CRETE, NEBRASKA
AND
SALINE COUNTY, NEBRASKA**

This Agreement made by and between the City of Crete, Nebraska, a body corporate and politic, hereinafter referred to as “City” and the County of Saline, Nebraska, a body corporate and politic, hereinafter referred to as “Saline County.” Collectively the City and Saline County may be referred to as “the Parties.”

WHEREAS, the Interlocal Cooperative Act, Neb. Rev. Stat. §13-801 to 13-827, permits local governmental units in Nebraska 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 Parties are responsible for providing for the maintenance of roads, streets, utility facilities, and the appurtenances thereto within their respective jurisdictions; and

WHEREAS, the City is located in Saline County; and

WHEREAS, the City and Saline County agree that it is mutually beneficial to perform pavement construction on Boswell Ave and County Road 2300 from the BNSF Railway North of Highway 33 to E 29th St., part of which lies within the corporate limits of the City and part of which is outside the corporate limits;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. This Agreement shall become effective upon execution of both parties, and shall remain in full force and effect until completion of the above-described pavement construction,

which is anticipated to start on or about _____, and is considered a _____ working day project.

2. The purpose of this cooperative agreement is to provide for pavement construction on Boswell Ave and County Road 2300 from the BNSF railroad North of Highway 33 to E. 29th St as described in Attachment “A”, which is attached hereto and incorporated by this reference. The project lies partially inside the city limits of the City of Crete.

3. The City will have the following duties and responsibilities:

I. The City hereby permits the County to perform the pavement construction work within the City’s limits.

II. The City will be responsible for providing one-third (1/3) of the funding for the project with the understanding that an agreement between the City and Nestlé Purina will provide an additional one-third (1/3) of the funding; provided, in the event Nestle Purina does not provide such funding, this Agreement may either (a) be terminated by either of the parties or (b) proceed upon further agreement of both parties, said agreement may include provisions relating to special assessments against Nestle Purina.

4. Saline County will have the following duties and responsibilities:

I. Saline County shall be responsible for gathering and selecting bids from contractors for the pavement project.

II. Saline County shall be responsible for one-third (1/3) of the funding for the project.

III. Saline County shall supply the City with project plans and project timelines.

IV. Saline County will be responsible for ensuring that the roadway grading and maintenance work is designed and completed in accordance with local and State design standards.

5. The City is responsible for maintenance of the portions of Boswell Ave that have been annexed into its corporate limits, and shall continue to be responsible for maintenance of its respective portions following completion of the project. Saline County is responsible for its portions of Boswell Ave and County Road 2300, which are outside the City's corporate limits, and shall continue to be responsible for maintenance of its respective portions following the completion of the project.

6. The consideration for this agreement shall be the exchange of funding and services provided by each of the respective government entities, and any other reasonable consideration the respective government entities agree upon.

7. No assignment of duties or responsibilities under this agreement shall be made by any party without the express written consent of all parties to this agreement. It is expressly understood and agreed to by the Parties that Saline County may contract for the pavement project contemplated herein.

8. This agreement shall be amended solely by written agreement of all the parties to the agreement at the time of the amendment. This agreement contains the entire agreement between the parties to be governed by the laws of the State of Nebraska.

9. Severability. If any provision of this agreement is deemed illegal or void, the remainder of this agreement shall not be affected.

10. 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.

IN WITNESS WHEREOF, to this agreement and in consideration of the mutual covenants set forth herein, the parties pledge their cooperation as necessary for the discharge of this agreement.

Executed this _____ day of _____, 2023.

David Bauer
Mayor of Crete, Nebraska

Attest:

Jerry Wilcox, Crete City Clerk

Executed this _____ day of _____, 2023.

Phil Hardenburger, Chairman
Saline County Board of Commissioners

Attest:

Diann Nettifee, Saline County Clerk

Dated: _____

Approved as to Form:

Anna J. Burge, #26858

Crete City Attorney

243 E 13th St

Crete, NE 68333

Dated: _____

Approved as to Form:

David C. Solheim

Saline County Attorney

1100 Main Ave.

Crete, NE 68333