

INTERLOCAL COOPERATION AGREEMENT  
COUNTY OF KEITH, NEBRASKA AND COUNTY OF GARDEN, NEBRASKA

This Agreement is entered into between the County Of Keith, Nebraska, (hereinafter referred to as KEITH), and the County of Garden, Nebraska (hereinafter referred to as GARDEN), in the State of Nebraska, each being a political subdivision of the State of Nebraska, on this 1st day of March, 2023. KEITH and GARDEN may execute true and exact copies of this Agreement, and the same shall have the effect of KEITH and GARDEN executing a single document.

WHEREAS, Article XV, Section 18 of the constitution of the Stat of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Section 13-801 e seq. (ACT) authorize any two or more public agencies to enter into Interlocal agreements with one another for joint or cooperative action of any power or powers, privileges, or authority exercised or capable of being exercised individually by such public agencies, and to create a joint or cooperative action with such powers, as such an Interlocal Agreement shall specify; and

WHEREAS, this Agreement is entered into pursuant to Neb. Rev. Stat. §13-801 et seq., as amended; and

WHEREAS, GARDEN and KEITH have the authority, among other things to promote the general interest and welfare of GARDEN and KEITH, and the inhabitants, commerce and development thereof; and

WHEREAS, GARDEN and KEITH deem it in the best interest of the general public to coordinate their efforts to lower cost of the operation to benefit the inhabitants of GARDEN and KEITH; and

WHEREAS, the Board of Commissioners of GARDEN and KEITH have reviewed this Agreement and have passed resolution approving the dame and authorizing the chairperson thereof to execute this Agreement; and

WHEREAS, certain county roads were established on the common boundary of the two counties Garden and Keith for the benefit and use of the general public; and

WHEREAS, these public roads require maintenance and traffic services in order to provide the road user with safe and convenient road; and

WHEREAS, GARDEN and KEITH shall study and evaluate on a continuing basis the benefits that may result to GARDEN and KEITH from the coordination of their efforts as described herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUTAL COVENANTS CONTAINED HEREIN, AND EACH OF THE PARTIES INTENTIND TO BE BOUND HEREBY, IT IS AGREED AS FOLLOWS:

1. The term of this Agreement shall commence on this 1st day of March, 2023 and shall terminate twenty (20) years after such date of commencement.



2. This Agreement is permanent and may not be terminated without written agreement signed by both parties.
3. This Agreement does not establish a separate legal entity and the administration of this Agreement shall be vested in the Keith County Board of Commissioners and the Garden County Board of Commissioners.
4. GARDEN and KEITH agree to provide physical routine maintenance and traffic services as set forth in Procedures for classification and standards under RL3 design standards for the county road beginning at the S.W. corner of Section 29, TWP 16 N, R 41 W and extending three miles north.
5. The provision of the maintenance and services referenced herein was previously on an alternating basis, with each county providing the maintenance and services for a two (2) year period, each subsequent two (2) year period rotating to the other county. The parties now agree to change the nature of the services provided.
6. This Agreement is for the exchange of equipment as follows:  
2002 Rome BackSloper Model GS-16M (No serial number listed).  
2001 Ryland Snow Wing Model RW14R, serial number N4308.  
2001 Ryland Snow Wing Model RW14R, serial number 53100.
7. KEITH shall provide such equipment in exchange for GARDEN to provide all the routine maintenance and traffic services for the next 20 years from the date of this agreement.
8. No real property shall be acquired under the terms of this Agreement and neither party shall have a claim of right or ownership in the real property of the other party.
9. This Agreement covers only physical routine maintenance and traffic services. GARDEN and KEITH agree to meet as a joint board when construction, major repairs or disaster repairs are required or desired. Appropriate action may be taken for the benefit of the traveling public and counties involved.
10. Waiver by either party of, or failure of either party to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other, covenant, or condition herein contained.
11. This Agreement shall bind each part as soon as signed by the authorized person. This Agreement may be executed in counterparts, all of which shall constitute on voluntary agreement.
12. Each party to this Agreement shall hold the other harmless for any harm or injury whatsoever caused by any negligent or intentional act of that party.




13. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska. The parties acknowledge that they are dealing totally on their own good judgment and not upon the representatives which have been made by any other party hereto outside the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the last date subscribed herein.

COUNTY OF KEITH, NEBRASKA

COUNTY OF GARDEN, NEBRASKA

  
\_\_\_\_\_  
Chairperson  
Keith County Board of Commissioners

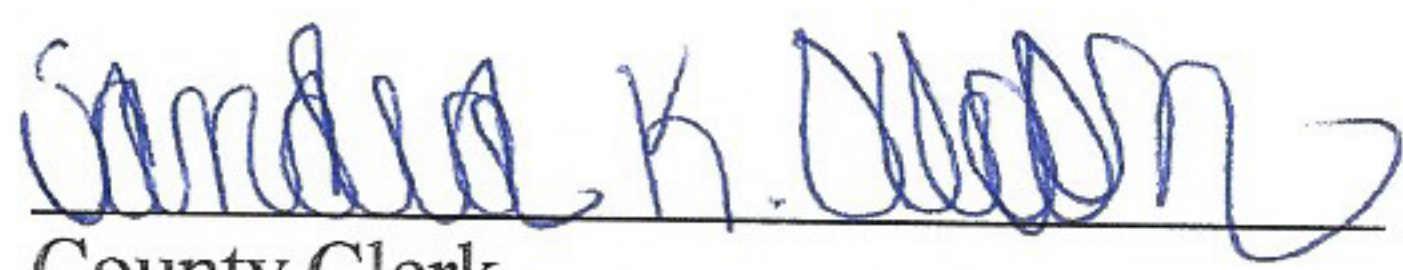
\_\_\_\_\_  
Chairperson  
Garden County Board of Commissioners

Dated this 1st day of March, 2023

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

ATTEST:

  
\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Clerk