

**COUNTYLINE ROAD MAINTENANCE/SIGNING INTERLOCAL
COOPERATION AGREEMENT**
BETWEEN _____ COUNTY AND _____ COUNTY

WHEREAS, both parties hereto are political subdivisions duly organized and incorporated in accordance with the laws of the State of Nebraska; and

WHEREAS, it would be in the best interests of _____ County and _____ County that the road on the border of said counties, hereinafter referred to as the county line road, be divided for road maintenance and signing purposes between said counties in such a manner as to facilitate adequate, appropriate, and efficient road maintenance and signing programs; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to §13-827, permits local governmental units 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 this is further encouraged in administering road programs under Neb. Rev. Stat. §39-2114; and

WHEREAS, said county line road consisting of _____ miles will be more efficiently, adequately, and economically maintained by assigning continuous portions of said roadway to a specific county for signing and maintenance purposes; and

WHEREAS, _____ and _____ Counties wish to have a written agreement setting forth the specific portions of the county line road that each county shall maintain; and

WHEREAS, any signing that is necessary on said roads intersecting with said county line road for the purposes of warning and controlling traffic traveling on the intersecting road shall be installed and maintained by the county maintaining and signing the intersecting road; for example: double arrow signs or stop signs, and

WHEREAS, warning signs and all other signing controlling traffic along the designated portions of the county line road shall be maintained by the responsible county identified in this agreement; and

WHEREAS, both _____ and _____ Counties agree to supply the needed aggregate road surfacing and routine maintenance to their designated portions of the county line road as provided in this agreement, including within the entire 66 foot or other established right-of-way width, and

WHEREAS, intersecting driveways within the right-of-way of the county line road and culverts installed in such areas shall be the responsibility of the specified county responsible for the portion of county line road as provided in this agreement, regardless of which side of the road said driveway or culvert is located, and

WHEREAS, the cost of any bridge building or repair or other major road construction projects shall be shared equally 50-50 by each county, with any county personnel for labor provided by the county made responsible for the portion of the road affected by the project under this agreement, unless otherwise agreed by the parties; and

WHEREAS, except as otherwise provided herein, each party will use its own personnel, equipment, and funds within its own county budget to perform the obligations specified in this agreement, and the highway superintendent or other designated official with authority over the roads department for both parties will jointly administer this agreement, to carry out the intent that the county assigned to maintain a designated portion of the county line road will solely satisfy all legal responsibility to maintain that portion of the county line road; and

WHEREAS, each county that is a party to this contract agrees to indemnify and hold harmless, protect, and defend the other as well as its elected and appointed officials, employees and representatives against any and all claims, demands, suits, actions, payments, and judgments, including any and all costs and expenses connected therewith, for the damages asserted, claimed, or recovered against the other or its insurers or coverage providers, because of personal injury, including bodily injury or death, or on account of property damage, in any way connected with or resulting from its acts or omissions in performing the obligations to maintain and sign portions of the county line road as assigned in this agreement.

WHEREAS, each County shall maintain general liability insurance or other coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering personal injury, including bodily injury and property damage involved with this agreement. Each party will carry automobile liability insurance or other coverage with limits of not less than \$1,000,000 single limit. Each party will maintain responsibility for providing its workers with workers' compensation coverage and for any claims associated with its employees.

NOW, THEREFORE BE IT RESOLVED, by the boards of both _____ and _____ Counties, that _____ County shall maintain those portions of the county line road, commonly referred to as _____ road, described below by section, township and range, and as shown on the attached map made part of this agreement:

BE IT FURTHER RESOLVED that _____ County shall maintain those portions of the county line road, commonly referred to as _____ road, described below by section, township, and range, and as shown on the attached map made part of this agreement.

Both parties agree to comply with the terms and conditions set forth herein and to maintain said roads in accordance with the standards of the industry. This agreement is perpetual and will be unchanging until such time as it is updated and renewed or terminated upon approval of both parties, or cancelled by one party upon 60 days advance notice to the other party.

Witness our hand and seal as set forth in duplicate original agreement.

_____ County, Nebraska

Chairman, _____ County Board of Commissioners/Supervisor

ATTEST:

_____ Dated this ____ day of _____, 20____.

County Clerk

_____ County, Nebraska

Chairman, _____ County Board of Commissioners/Supervisor

ATTEST:

_____ Dated this ____ day of _____, 20____.

County Clerk

Last Updated: 4/2021