AGREEMENT FOR ROAD MAINTENANCE

BY AND BETWEEN THE CITY OF GERING AND THE CITY OF TERRYTOWN, NEBRASKA

This Agreement is entered into on the _____ day of _____, 20_____, by and between the City of Terrytown, a Nebraska political subdivision ("Terrytown"), and the City of Gering, a Nebraska political subdivision ("Gering"), under the authority of the Interlocal Cooperation Act found at §13-801 et. Seq. of the Nebraska Revised Statutes.

1. Purpose: The purpose of this Agreement is to allow Gering to maintain certain roadways within Terrytown for snow, ice, sweeping, mowing and paint striping (excluding tape markings). The Agreement concerns what is now known as Country Club Road and Five Rocks Road. Gering agrees to maintain the westbound lane of Country Club Road on the east side from Gering City Limits west to Five Rocks Road. Gering also agrees to maintain the northbound and southbound lanes of Five Rocks Road north from Country Club Road to the Platte River Bridge. Gering's agreement to maintain these roadways is limited to the north one-half of the intersection of Five Rocks Road and Country Club Road. This Agreement does not include the south one-half of the intersection of Five Rocks Road and Country Club Road. This Agreement does not include tape markings used to mark the Pathway area or any other tape markings that may be required.

2. Term: The term of this Agreement shall be for one year, effective _____, 20____. This agreement may be renewed annually on the anniversary of its effective date and run from year to year thereafter. This Agreement may be terminated by either party upon six-months advance written notice given by either party.

3. Cost: Terrytown agrees to pay Gering a total of $4536.00 per year each year for the maintenance as set forth above. The cost of maintenance is based upon $2268.00 per mile and the determination that there are two lane miles of roadway to be maintained by Gering. At the option of either party, the cost may be renegotiated each year effective upon the anniversary of this Agreement. Any changes to the price structure or cost will be attached as an Addendum to this Agreement. Terrytown agrees to pay the total cost each year within thirty days from the anniversary of the effective date of this Agreement. Terrytown will make payment of the maintenance cost on December 1st of each year commencing December 1, 2026.

4. Property: Gering will use contract labor and equipment or Gering employees and equipment for all labor and equipment required to provide the services set forth in this Agreement. Neither Gering nor Terrytown will acquire, hold or dispose of real or personal property in connection with this Agreement.

5. Administration: There will be no separate legal or administrative entity established as a result of this Agreement. This Agreement will be administered by the Street Superintendent or City Administrator of the City of Gering. As a result of this Agreement, the parties will not acquire

or hold any property used in the undertaking, as Gering agrees to use all of its equipment or labor to provide the services set forth in this Agreement.

6. Modifications: This Agreement constitutes the entire Agreement between Gering and Terrytown. No modifications can be made to this Agreement unless agreed to by the parties and reduced to writing.

IN WITNESS WHEREOF, the parties have hereunto set their official hands and seals, effective this ____ day of _____, 20____.

CITY OF GERING, NEBRASKA

By_____

Mayor

Attest:

_____

City Clerk

(SEAL)

CITY OF TERRYTOWN, NEBRASKA

By_____

Mayor

Attest:

_____

City Clerk

(SEAL)