

March 19, 1979

LB 265

hold harmless agreement and of course we just passed on a previous bill the proposition that hold harmless agreements shall be null and void and I thought possibly you would want to take a look at that with the thought in mind that on Select File we could either reestablish that or eliminate it, and on page 2, line 5, relating to the concurrence between the NRD and the county about building, who will actually do the building, the NRD or the county?

SENATOR SIECK: In most cases the county will do the building. I would say in all cases. The contract is let by the county and it works both ways. Sometimes the NRDs pay half of the contract or whatever share they are paying to the contract and the county pays the other half. In another instance, the NRD pays all of the money to the county and the county then reimburses the contractor but the county is the contractor in most instances.

SENATOR MURPHY: You don't think we need to specify or further clarify the fact that the county will do the building or that the NRD will or that either? Are you satisfied with the language the way it is?

SENATOR SIECK: I am satisfied with the language as it is because I do feel and I think it is proper that the county enter into contracts because it is their road. It isn't the NRDs. It is their property and they should be dealing with their own property.

SENATOR MURPHY: Then should we specify that in fact that the county should build, should be responsible for the construction, notwithstanding the agreement to share.

SENATOR SIECK: I think that would be proper.

SENATOR MURPHY: All right, fine.

SENATOR SIECK: That would be real proper.

SENATOR MURPHY: Maybe we could do both of those on Select.

SENATOR SIECK: I would be glad to look into this and investigate what we can do as far as holding liable as you said.

SPEAKER MARVEL: The motion is the advancement of LB 265 as amended. All those in favor of that motion vote aye, opposed vote no. Have you all voted? The Clerk will record the vote.