

12/001325

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

**RESOLUTION TO ADOPT THE INTERLOCAL COOPERATION ACT
AGREEMENT III BETWEEN SARPY COUNTY AND PAPIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT FOR 240TH STREET EROSION PROTECTION**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. §39-1402 (Reissue 2007); and,

WHEREAS, Sarpy County and Papio-Missouri River Natural Resources District previously entered into an Interlocal Cooperation Agreement (Rsln No. 2011-054) to share the costs of engineering design work to determine the most cost effective design for a future project to protect 240th Street from erosion by the Elkhorn River; and the parties entered into Interlocal Cooperation Agreement II (Rsln No. 2011-355) for an interim solution to the erosion; and,

WHEREAS, an additional agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, (Reissue 2007), has been proposed between Sarpy County and the Papio-Missouri River Natural Resources District for the design work of a permanent solution to the erosion protection of 240th Street, and said agreement is in the best interest of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the Interlocal Cooperation Act Agreement III with the Papio-Missouri River Natural Resources District for 240th Street Erosion Protection, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chair and Clerk are hereby authorized to execute said Agreement on behalf of Sarpy County, Nebraska and they in addition to the County Public Works Director (or his designee) are authorized to take such other actions as may be necessary under the terms of said Agreement.

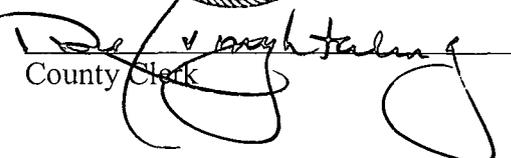
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the

21ST day of August, 2012.



Sarpy County Board Chairman

Attest
SEAL



County Clerk



SARPY COUNTY

Dennis L. Wilson P.E.
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, Ne 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

MEMORANDUM

To: Sarpy County Board of Commissioners

From: Dennis L. Wilson, P.E., PhD , Sarpy County Engineer 

Subject: Agreement between Sarpy County and Papio-Missouri River Natural Resources District for 240th Street Erosion Protection

Date: August 17, 2012

I recommend approval of the Agreement with Papio-Missouri River Resources District for 240th Street Erosion Protection in the amount of \$259,642.00. This is to provide Preliminary Engineering Services for Design Work for the long term solution for erosion protection of 240th Street in Sarpy County. This will be a 50% cost share with each entity, the counties cost share will be \$ 129,821.00. The Public Works Department did not include this cost in the current budget, but in this agreement the cost to the county has been deferred to Fiscal Year 14.

DLW/bjh

INTERLOCAL COOPERATION ACT AGREEMENT III

COUNTY OF SARPY, NEBRASKA,

And

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

For

240th STREET EROSION PROTECTION

THIS AGREEMENT (“**THIS AGREEMENT**”) is entered into by and between the **COUNTY OF SARPY, NEBRASKA** (“the **COUNTY**”) and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (“the **DISTRICT**”).

The **COUNTY** and the **DISTRICT** are referred to collectively hereinafter as “the **PARTIES**” and individually as a “**PARTY**”.

RECITAL:

WHEREAS, pursuant to authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.), the **PARTIES** desire to cooperatively commission engineers to perform design work (“the **DESIGN WORK**”) necessary to determine the most cost-effective design for a long term project (“the **PROJECT**”) to prevent 240th Street in Sarpy County from being lost to foreseeable and continued Elkhorn River bank erosion.

NOW, THEREFORE, for and in consideration of the foregoing recital and the mutual covenants of the parties hereinafter expressed, the **PARTIES** agree as follows:

1. **BENEFITS.** The PARTIES do hereby find, determine and agree that the DESIGN WORK will be of general benefit to the DISTRICT, with only incidental special benefits.

2. **PARTICIPANTS.** The DESIGN WORK shall be undertaken by a consulting engineering firm retained on behalf of the PARTIES, as provided herein, without any separate entity being created, and the duties and responsibilities of the PARTIES with respect to the DESIGN WORK shall be as defined by THIS AGREEMENT.

3. **THE ENGINEERS.** The DISTRICT, with prior approval by the COUNTY, shall retain the ENGINEERS to perform the DESIGN WORK.

4. **DESIGN CRITERIA.** Written criteria for the DESIGN WORK shall be specified by the DISTRICT in accordance with the DISTRICT'S usual engineering practices, subject to the written approval by the COUNTY, which approval shall not be withheld or delayed unreasonably.

5. **STUDY AREA.** The area studied in the DESIGN WORK shall consist of the NE ¼ and the N ½ of the SE ¼ of Section 16, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska, unless, on the recommendation of the ENGINEERS and the approval of the PARTIES, the study area is expanded.

6. **RIGHTS-OF-ENTRY.** Rights-of-entry that the ENGINEERS and the DISTRICT determine are necessary for performance of the DESIGN WORK shall be obtained by the DISTRICT at its sole cost or expense, to which rights-of-entry the DISTRICT shall hold title.

7. **PERMITS.** The DESIGN WORK shall include preparation of applications for state and federal permits that the ENGINEERS and the DISTRICT determine are necessary for performance of the PROJECT.

8. **DEADLINE FOR COMPLETION.** The DESIGN WORK provided for in THIS AGREEMENT shall be completed prior to December 31, 2013, and shall be subject to acceptance by both the NRD and the COUNTY.

9. **COST-SHARING.** Each PARTY shall pay one-half of the contract fees due to the ENGINEERS for the DESIGN WORK; provided, however, the COUNTY'S share shall not exceed one-half of the ENGINEERS' original fee estimate of \$259,642 without prior approval by the Sarpy County Board. The NRD shall pay such fees when they are due and shall invoice the COUNTY for the COUNTY'S share, which shall be paid to the NRD by July 15, 2013 and within 45 days after invoice date thereafter.

10. **INVOICES.** Invoices referred to herein shall set out the following information with respect to each cost being invoiced for partial reimbursement, to-wit:

- a) amount of such cost,
- b) date such cost was incurred,
- c) person to whom such amount was paid, and,
- d) purpose(s) for such cost.

11. **AUTHORITY FOR APPROVALS.**

a) Approvals by the COUNTY, and other COUNTY discretionary actions contemplated by THIS AGREEMENT, are authorized to be provided by the Public Works Director of the COUNTY Board of Commissioners; and,

b) Approvals by the DISTRICT, and other DISTRICT discretionary actions contemplated by THIS AGREEMENT, are authorized to be provided by the General Manager of the DISTRICT.

12. EFFECTIVE DATE AND DURATION. THIS AGREEMENT shall be in force and effect from and after its execution by the PARTIES and shall have permanent duration.

13. NON-DISCRIMINATION. The PARTIES shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

14. APPLICABLE LAW. The PARTIES shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance and terms of THIS AGREEMENT.

15. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable, and enforceable.

16. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

IN WITNESS WHEREOF

The COUNTY has executed THIS AGREEMENT on 8-21, 201~~1~~², pursuant to resolution duly adopted by its Board of Commissioners.

THE COUNTY OF SARPY, NEBRASKA

By [Signature] 8/21/12
Chairperson, Board of County
Commissioners



Attest:

[Signature]
County Clerk

The DISTRICT has executed THIS AGREEMENT on 8-31, 201~~1~~², pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By [Signature]
General Manager

Approved as to form.

[Signature]
County Attorney