

11/201950

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL COOPERATION
AGREEMENT FOR PHASE I CONSTRUCTION OF THE HELL CREEK STABILIZATION
PROJECT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (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,

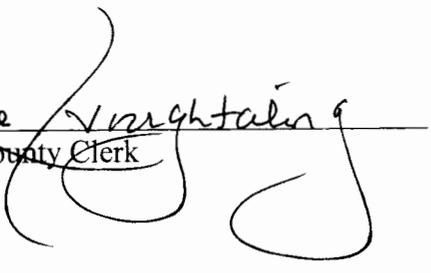
WHEREAS, there has been proposed an Interlocal Cooperation Agreement with Douglas County, the City of LaVista, Sanitary and Improvement Districts No. 435 and 294 of Douglas County as well as Sanitary and Improvement District No. 59 of Sarpy County to stabilize Hell Creek in areas where continued or potential erosion may compromise the structural integrity of Harrison Street and other public infrastructure;

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board the Interlocal Agreement, Douglas County Project No. C-28(498)A, Hell Creek Stream Stabilization for Phase I Construction, a copy of which is attached hereto.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Equalization at a public meeting duly held in accordance with applicable law on this ~~30th~~ ^{August} day of ~~September~~, 2011.



Chairman, Sarpy County Board

Sarpy County Clerk

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

Resolved

BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:
the Chairman be and is hereby authorized to execute the Interlocal Agreement between the County of Douglas, Nebraska; the County of Sarpy, Nebraska; the City of La Vista, Nebraska; Sanitary and Improvement District No. 294 of Douglas County, Nebraska; Sanitary and Improvement District No. 435 of Douglas County, Nebraska; and Sanitary and Improvement District No. 59 of Sarpy County, Nebraska on Project No. C-28(498)A for Hell Creek Stream Stabilization – Phase I.

This Interlocal Agreement outlines each parties duty and responsibility to stabilize a segment of Hell Creek referred to as "Phase I – Hell Creek Stabilization" including the Special Operation and Maintenance Agreement with the Papio-Missouri River Natural Resources District.

The total estimated cost of this project will be \$1,301,300.00, with Douglas County's share estimated to be approximately \$130,130.00.

DATED THIS 26th DAY OF JULY, 2011

Motion by Tusa, second by Boyle to approve. I move the adoption of the resolution.

Adopted: July 26, 2011

Yeas: Boyle, Duda, Kraft, Morgan, Rodgers, Tusa, Borgeson

(CERTIFIED COPY)



Thomas F. Cavanaugh
Douglas County Clerk

Resolution No. 474
ADOPTED: July 26, 2011

INTERLOCAL AGREEMENT

DOUGLAS COUNTY PROJECT NO. C-28(498)A

HELL CREEK STREAM STABILIZATION

FOR

PHASE I CONSTRUCTION

THIS AGREEMENT is made and entered into this 26th day of July, 2011 by and between the County of Douglas, Nebraska; the County of Sarpy, Nebraska; the City of La Vista, Nebraska; Sanitary and Improvement District No. 294 of Douglas County, Nebraska; Sanitary and Improvement District No. 435 of Douglas County, Nebraska; and Sanitary and Improvement District No. 59 of Sarpy County, Nebraska (hereafter referred to as “Douglas County”, “Sarpy County”, “La Vista”, “SID No. 294”, “SID No. 435”, and “SID No. 59”).

WITNESSETH:

WHEREAS, in order to promote the health and safety of the residents of all parties to this Agreement, pursuant to the authority granted to the parties per the Nebraska Interlocal Cooperation Act, the parties are desirous of entering into a mutual endeavor to stabilize a segment of Hell Creek referred to as “Phase I – Hell Creek Stabilization”, as shown on a map attached hereto as Exhibit “A” and incorporated herein by reference. The stabilization segment will, among other things, include the Harrison Street Bridge, siphon structure reconstruction, Brookhaven Park parking lot, storm outlet, weir improvements, and Brookhaven Park ball field and;

WHEREAS, Douglas County, Sarpy County, and La Vista entered into Supplemental Agreement Number One to the Interlocal Agreement Hell Creek Stabilization for Phase I Construction Plans on August 3, 2010 with Lamp, Rynearson Associates, Inc. and;

WHEREAS, this project is known as Douglas County Project No. C-28(498)A and;

WHEREAS, all parties desire to describe and define the responsibilities of the project, to enable them to jointly undertake the project in the manner described as follows.

NOW THEREFORE, the following is agreed between the parties hereto:

1. Douglas County will act as agent for all parties to this Agreement in the Hell Creek Stream Stabilization Phase I construction and enter into a Supplemental Engineering Agreement with Lamp, Rynearson and Associates, Inc. to provide construction project coordination, administration, staking, and inspection services during the construction phase to ensure that the project is completed in a way that satisfies all stakeholders.
2. The total estimated cost of this project, consisting of construction costs, construction management and geotechnical testing is \$1,301,300.00.
3. This project is eligible for Papio-Missouri River Natural Resources District (P-MRNRD) Urban Drainage Way funds in the amount of 60% of the eligible project costs. The remaining 40% local share shall be paid as set forth in Exhibit "B". If said funding from the P-MRNRD is not received, or is less than 60%, the Agreement will be null and void, affective upon receipt of notice from the P-MRNRD on that matter.

Upon the acceptance of the contract for the work described above, Douglas County will bill all parties for a sum equal to one-half (½) of its estimated total obligations hereunder (as per Exhibit "B") and all parties shall pay that amount and any other draw request made by Douglas County within thirty (30) days. Douglas County will seek reimbursement from the P-MRNRD upon completion of each component and reimburse each party their sixty percent (60%) share. If, at the completion of the work, said payments made by all parties are more than the actual cost, Douglas County shall refund the excess payments to all parties. Each party shall be responsible for its own legal, fiscal and interest costs.

4. Each party will grant access to its property for all design, construction and supervision work which is necessary to complete the project. If the consent of a non-party is necessary, the party with jurisdiction of the property will obtain the necessary temporary construction and maintenance easement from the non-party no later than August 31, 2011.
5. This Agreement shall remain in effect until the project has been completed, and accepted by Douglas County acting on behalf of all parties. Amendments hereto shall be made in writing.
6. The parties further agree to maintain the property which is the subject of this stabilization project in accordance with the terms and requirements of P-MRNRD as set forth in its funding approval, and in accordance with its Special Operation and Maintenance Agreement, which is attached hereto and incorporated herewith as Exhibit "C". The obligation of future maintenance

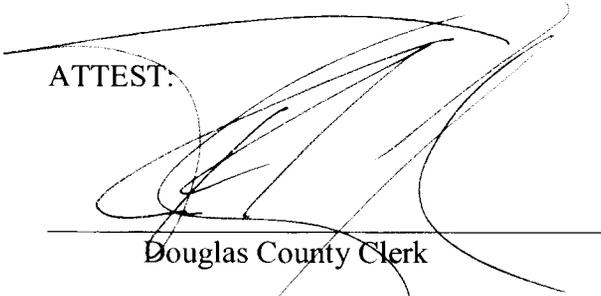
shall run with the land for a term of ten years from completion of the construction phase of the project and be binding on each party, its successors and assigns.

7. All parties shall not, in the performance of the terms of this contract, discriminate or permit discrimination against any parties on account of race, national origin, sex, age disability, or political affiliations in violation of federal or state laws or local ordinances.
8. Drug Free Policy. Each party provides assurance that it has established and maintains a drug free workplace policy.
9. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or addition shall be made to this Agreement except in writing signed by all parties.
10. Applicable Law. Nebraska law shall govern the terms and performances under this Agreement. Parties agree to jurisdiction and venue in Douglas County, Nebraska courts.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials hereunto duly authorized as of the dates below indicated.

EXECUTED by Douglas County, Nebraska this 26th day of July, 2011

ATTEST:



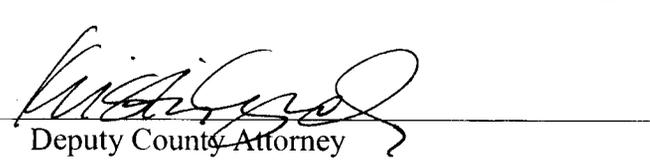
Douglas County Clerk

By



Chair, Board of Commissioners

APPROVAL AS TO FORM:



Deputy County Attorney

EXECUTED by Sarpy County, Nebraska this 30th day of August, 2011



[Handwritten signature]
Sarpy County Clerk

By Tom Richard 8/30/11
Chair, Board of Commissioners

EXECUTED by the City of La Vista, Nebraska this 19th day of July, 2011

ATTEST:

Pamela A. Suethe
La Vista City Clerk

By [Signature]
Mayor of La Vista

APPROVAL AS TO FORM: Thomas J. McK...
City Attorney

EXECUTED by SID No. 294 of Douglas County, Nebraska this _____ day of _____,
2011

ATTEST:

Clerk, SID 294

By _____
Chairman, SID No. 294

EXECUTED by SID No. 435 of Douglas County, Nebraska this _____ day of _____,
2011

ATTEST:

Clerk, SID No. 435

By _____
Chairman, SID No. 435

EXECUTED by SID No. 59 of Sarpy County, Nebraska this 24th day of OCTOBER,
2011

ATTEST:

Michael Price
Clerk, SID No. 59

By _____
MA
Chairman, SID No. 59

EXECUTED by SID No. 294 of Douglas County, Nebraska this _____ day of _____,
2011

ATTEST:

Joseph J. Turner
Clerk, SID No. 294

By *William D. Law*
Chairman, SID No. 294

EXECUTED by SID No. 435 of Douglas County, Nebraska this _____ day of _____,
2011

ATTEST:

L. A. Reme
Clerk, SID No. 435

By *Cynthia Lindley*
Chairman, SID No. 435

EXECUTED by SID No. 59 of Sarpy County, Nebraska this _____ day of _____,
2011

ATTEST:

Clerk, SID No. 59

By _____
Chairman, SID No. 59

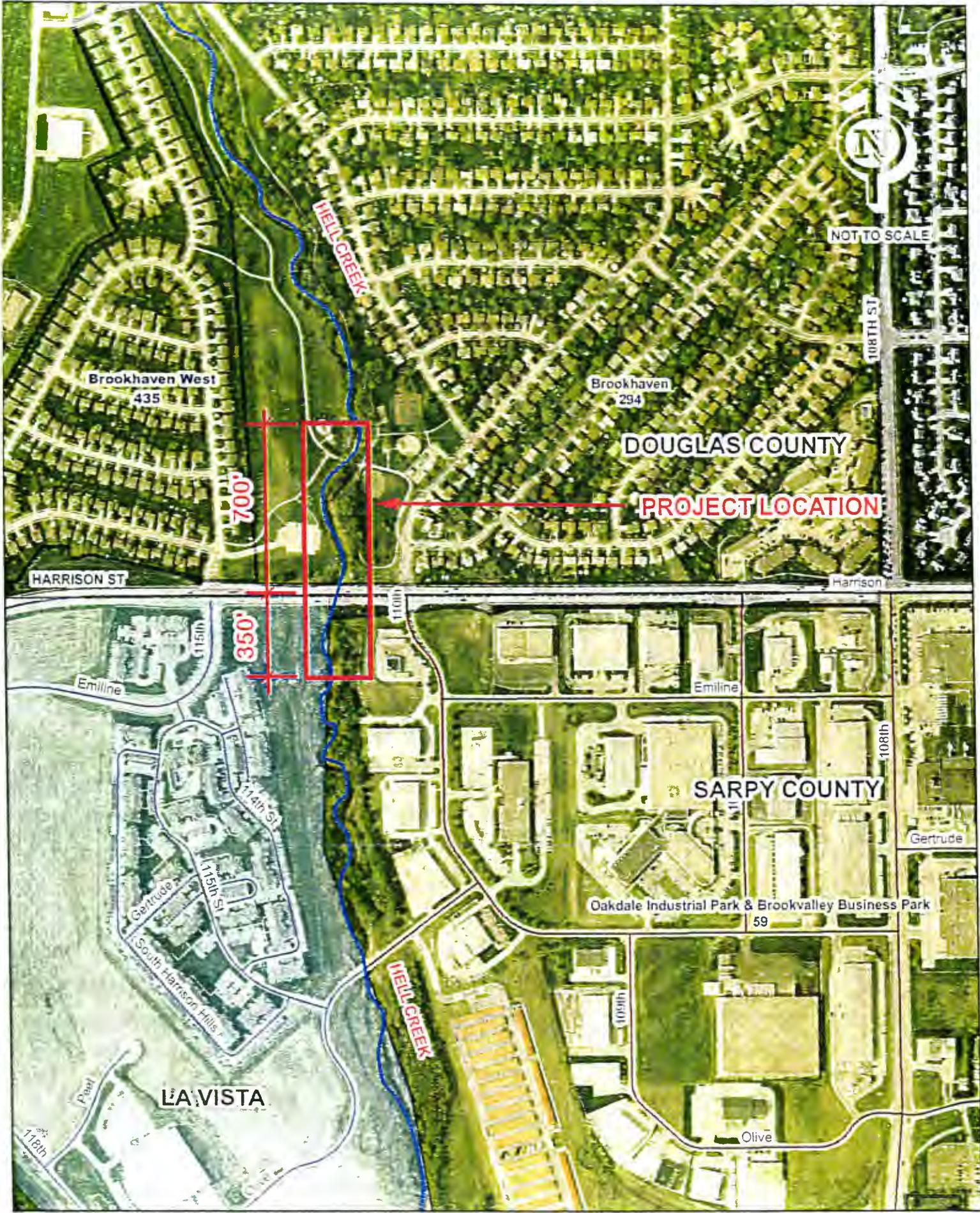


EXHIBIT - A PROJECT NO. C-28(498A)
PHASE I - HARRISON STREET BRIDGE

Hell Creek Stream Stabilization - Phase I
Project Cost Projections

Total Projected Project Construction Cost	\$ 1,165,000.00
Construction Administration, Construction Staking, Materials Testing	\$ 136,300.00
Projected Total Project Cost	\$ 1,301,300.00 *****Does not include Project Design Fees

Interlocal Agreement Funding Partners

	Douglas County	Sarpy County	LaVista	SID 294	SID 435	SID 59	Totals
Cost Share Percentage (%)	25%	15%	15%	25%	10%	10%	100%
Total Obligation	\$ 325,325.00	\$ 195,195.00	\$ 195,195.00	\$ 325,325.00	\$ 130,130.00	\$ 130,130.00	\$ 1,301,300.00
P-MRNRD Urban Drainageway Funding Reimbursement (Assumed 60%)	\$ 195,195.00	\$ 117,117.00	\$ 117,117.00	\$ 195,195.00	\$ 78,078.00	\$ 78,078.00	\$ 780,780.00
40% Local Share	\$ 130,130.00	\$ 78,078.00	\$ 78,078.00	\$ 130,130.00	\$ 52,052.00	\$ 52,052.00	\$ 520,520.00

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
URBAN DRAINAGEWAY PROGRAM

Special Operation and Maintenance Agreement

This agreement is made between the **Papio-Missouri River Natural Resources District** (hereinafter "the District"), acting under authority of Section 2-3235 R.R.S., 2007, and **Douglas County** (hereinafter "the Sponsor") which sponsor intends to carry out the following described project: **Hell Creek Drainageway Project** (hereinafter "the Project") located in **Douglas County, Nebraska**.

It is agreed that, if the District furnished financial aid to the Sponsor for the Project, in consideration thereof:

1. The Sponsor warrants that it now has, or can obtain, the resources, ability, and authority, and will obtain the additional funds, permits, services, materials, and land rights necessary to complete the Project, without additional cost to the District.
2. The Sponsor shall operate, maintain, and repair the Project after completion in accordance with accepted engineering standards and practices, without additional cost to the District. If the Project is either removed or improperly maintained within a period of **ten (10) years** following completion, the Sponsor may be requested to refund all, or a portion, of the District's cost share funds.
3. The Sponsor shall indemnify and hold the District harmless from and against all liability and damages resulting from the design, construction, operation, or maintenance of the Project, and against all demands, causes of action, and claims arising therefrom, except as may be caused by negligence of the District, its agents, representatives, or employees.
4. The Sponsor shall publicly acknowledge the District's contribution to the Project on a permanent sign, plaque or other fixture (containing the District's logo), to be maintained by the Sponsor for the life of the project specified above. Such acknowledgement shall also be contained on all temporary construction signs and in all media publicity about the Project.
5. The effective date of this agreement shall be **May 1, 2011**.

SPONSOR: **DOUGLAS COUNTY**

PAPIO-MISSOURI RIVER NRD

By:

Tom Doyle, Douglas County Engineer

By:

[Signature]

Attest:

[Signature] ENGR. MBR

Attest:

[Signature]

Date:

5-4-11

Date:

4-26-11