

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION RATIFYING INTERLOCAL COOPERATION AGREEMENT FOR  
THE CONSTRUCTION AND IMPROVEMENT OF 84<sup>TH</sup> STREET

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

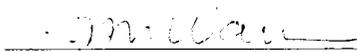
WHEREAS, an agreement has been proposed with the City of Papillion, Nebraska pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2007), for the construction and improvement of 84<sup>th</sup> Street from Olson Drive to a point 1/2 mile South of Schram Road, and the allocation of the costs of said improvements; and,

WHEREAS, said Agreement was executed by the Chair of the Sarpy County Board of Commissioners on or about May 13, 2008, but the records of Sarpy County are incomplete regarding the approval of said Agreement.

WHEREAS, said Agreement, is in the best interest of the citizens of Sarpy County and the traveling public.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, that actions of the Chairman of this Board and the County Clerk to execute on behalf of this Board the attached Agreement with the City of Papillion, Nebraska, made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827, for the construction and improvement of 84<sup>th</sup> Street from Olson Drive to a point 1/2 mile South of Schram Road, a copy of which is attached hereto, are hereby ratified and adopted as an action of this Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 16<sup>th</sup> day of July, 2013.

  
Chairman, Sarpy County Board



  
Sarpy County Clerk

**INTERLOCAL COOPERATION AGREEMENT FOR IMPROVEMENTS OF  
WASHINGTON STREET (84<sup>TH</sup> ST.) IN PAPILLION AND SARPY COUNTY,  
NEBRASKA**

THIS AGREEMENT is by and between the City of Papillion, Nebraska, hereinafter "City," and the County of Sarpy, of the State of Nebraska, hereinafter "County."

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and,

WHEREAS, the Parties hereto are desirous of entering an agreement for the improvement of a portion of Washington Street (84<sup>th</sup> St.) from HWY 370 to a 1/2 mile south of Schram Road in Papillion and Sarpy County, Nebraska in Sarpy County, Nebraska, (hereinafter the "Project" ), in order to promote public health, safety and welfare: and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (Reissue 1997), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES, PURSUANT TO NEB. REV. STAT. § 13-807 (REISSUE 1997), AS FOLLOWS:

- I. This contract shall expire upon the performance of all the obligations of the parties as described herein, as well as the completion of the installation of the Project. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this contract.
- II. The purpose of this Contract is to share the cost of the Project. The Project will be financed as may be provided for by law for each of the respective Parties. This agreement may be amended as may be required for the purposes of aiding a party hereto in financing its obligations under this agreement. If such amendment requires the acquisition of any interest in property, the Parties shall agree as to the interest to be acquired, the identity of the party holding such interest, the manner of acquisition of such interest and the allocation of the costs of such acquisition among the Parties. No Party shall be required to sell to sell

- lease, transfer, mortgage, or otherwise convey an interest in property held by such Party in connection with the Project, however, any request for such amendment shall not be unreasonably refused.
- III. In the event that funding from the State of Nebraska or the Federal Government of the United States is unavailable or unavailable on a timely basis for the purposes of this agreement, each party shall be responsible for their respective proportionate share of the project cost, to be paid on a timely basis, as further described in this agreement.
- IV. Termination of this contract shall properly occur on the completion of the Project.
- V. Pursuant to Neb. Rev. Stat. § 13-804(4)(a) (Reissue 1997), the Parties hereto agree that a Project Engineer/Manager shall be designated for this project. "Project Engineer/Manager" shall mean that individual who shall interpret and construe the contract documents, including but not limited to the plans, state standards, specifications, and designs, and addenda to those documents (if any) reconciling any apparent or alleged conflicts or inconsistencies therein. All of the work ordered, made or done pursuant to this Project, and all details thereof shall be subject to the approval of the Project Engineer/Manager. Project Engineer/Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of material, and/or acceptability of work, whether in progress or as the completed project, is in accordance with this Contract. The decisions of the Project Engineer/Manager on all questions shall be final, conclusive and binding. Marty Leming, Director of Public Works for the City of Papillion is hereby designated as the Project Engineer/Manager.
- VI. Pursuant to Neb. Rev. Stat. § 13-804(4)(b) (Reissue 1997), the Parties hereto agree that City shall serve as lead agent for this Project. Except as otherwise provided, City shall: have the necessary plans for Project prepared; prepare bid specifications for any necessary subcontracts as necessary; inspect the work performed under those subcontracts; accept the finished work if and when appropriate; and bill the remaining parties for all costs for Project on a regular basis as costs accrue. City shall, in its sole discretion, be responsible for acquiring, holding and disposing of all real and personal property used in and during this undertaking.
- VII. City shall insure that all contractors performing work for this Project shall furnish

a Performance Bond to the Parties hereto as protection of said Parties' interests herein. Said Performance Bond shall be in such form, amounts, and conditions as may be satisfactory to City and shall remain in full force and effect until acceptance of the construction, improvement and work by City. Said Performance Bond shall further provide for the prompt, good, faithful, sufficient, and complete performance of the contract, construction, improvement and work, all according to plans and specifications. Said good and faithful performance by contractor shall include but not be limited to compliance by contractor with all applicable laws, including but not limited to payment for all materials, labor equipment and rentals, and for payment of unemployment insurance premiums to the Department of Labor of the State of Nebraska as such payments may be required by State law.

VIII. All contracts or agreements with any other Parties occasioned by this Contract (hereinafter " Ancillary Agreements) shall be made by City pursuant to Paragraph VIII of this Agreement. City shall require that any Parties to such Ancillary Agreements shall comply with all Federal and State laws, ordinances, and/or other rules or regulations which may apply to the Project. Such Ancillary Agreements shall also require full and faithful performance of all construction, improvement and work, all according the plans and specifications for this Project. City shall, in those, Ancillary Agreements, provide for partial payments to contractor(s) only upon completion and certification of that work by the Project Manager or certification is accepted by City's engineers. Final payments for construction, improvement and work shall only be made upon completion and certification of the Project by City's engineers. City agrees, promises, and warrants that it will require all contractors to agree, stipulate, promise, and warrant that all work, material and equipment furnished, labor employed, workmanship, material, and supplies necessary for the completion of the Project shall be completely installed and delivered to City free and clear of any liens, encumbrances, claims and demands of any type or kind, including but not limited to patent infringements, demands, expenses, or any other liabilities of whatever type or kind.

IX. The work on the Project shall commence as soon as practical.

X. A map is attached as exhibit " A" showing this area in question. Federal

Funding Assistance has been awarded for this Project by MAPA and the Nebraska Department of Roads which has assigned the following project number to this Project; MAPA-5023(14), Control No. 22290. Each Party shall be responsible for one-half of the costs of the Project. This Project is being funded 80% by federal funds. The remaining 20% being cost shared by the City and County at 50% each. A preliminary cost exhibit is attached as exhibit " B" showing estimated cost for this Project.

- XI. Any payment due from Sarpy County shall immediately due and payable upon presentation of the invoice for Project by City. Sarpy County shall pay such invoice in full within thirty (30) days of receipt thereof. Said payment shall be delinquent ten (10) days after due date. Interest at the rate of six per cent per annum (6%) shall apply to all payments made after the due date. City shall make available, at reasonable times and places, all records relating to the Project which show invoices received by City for this Project, and proof of payment of those invoices.
- XII. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1991), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- XIII. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of Parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of either Parties' obligations pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. It is understood and agreed by the Parties hereto that any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals duplicate this 15th day of September 2009,

CITY OF PAVILLION, Nebraska  
A Municipal Corporation

SARPY COUNTY, Nebraska  
A Body Politic and Corporate

By [Signature]  
Mayor David P. Black

By [Signature] 5/13/08  
Chairman, Sarpy County Board

Approved as to form and content:

Approved as to form and content:

[Signature]  
City Attorney

[Signature]  
Deputy County Attorney

ATTEST:

[Signature]  
City Clerk



[Signature]  
County Clerk

(SEAL)



(SEAL)

