

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE  
INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN SARPY COUNTY,  
DOUGLAS COUNTY, SANITARY AND IMPROVEMENT DISTRICT 220, AND  
SANITARY AND IMPROVEMENT DISTRICT 376 FOR IMPROVEMENTS TO 172<sup>ND</sup>  
AND HARRISON**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (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, 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 2012); and,

WHEREAS, pursuant to Neb. Rev. Stat. §13-801, *et seq.*, (Reissue 2012), an Interlocal Cooperation Act Agreement has been proposed between Douglas County, Sanitary and Improvement District 220, Sanitary and Improvement District 376 and Sarpy County for allocation of the cost of certain improvements to 172<sup>nd</sup> Street and Harrison Street as further outlined in said Agreement; and,

WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that this Board hereby approves and adopts the attached Interlocal Cooperation Agreement.

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

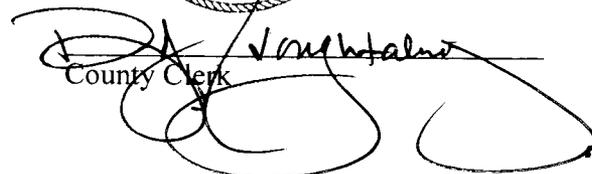
16<sup>th</sup> day of September 2014.

Attest

SEAL



  
Sarpy County Board Chairman

  
County Clerk



# Office of the County Attorney

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Hall of Justice · 1210 Golden Gate Drive · Suite 3147  
Papillion, NE 68046-2889  
(402) 593-2230 · FAX: (402) 593-4359

---

L. Kenneth Polikov  
Sarpy County Attorney

## MEMORANDUM

September 12, 2014

TO: Sarpy County Board of Commissioners, Sarpy County Clerk, Public Works  
Department

FROM: Nicole O'Keefe, Deputy Sarpy County Attorney

RE: Interlocal Cooperation Agreement for the traffic signal improvements at 172<sup>nd</sup> and  
Harrison

Sarpy County is the last entity to approve and sign the Interlocal Cooperation Agreement for the traffic signal improvements at 172<sup>nd</sup> and Harrison. As such, I reviewed the document for accuracy and found that an old exhibit has been placed into the document that the other entities had signed. The exhibit included legal fees as part of the total estimated project costs. Sarpy County never pays for another entity's legal fees. A letter from the engineering firm is attached hereto explaining that Sarpy will not be responsible for any legal fees. Further, the corrected Exhibit A was replaced in the agreement, such that Sarpy County is approving and signing the accurate document.

The County Clerk's Office should keep this Memorandum and the September 3, 2014 letter from Lamp Rynearson with its official records. Please contact me if you have any questions.



**LAMP RYNEARSON  
& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-Inc.com

September 3, 2014

Ms. Nicole L. O'Keefe  
Deputy Sarpy County Attorney  
1210 Golden Gate Drive  
Papillion, NE 68046

REFERENCE: S.I.D. No. 220 (Harrison Woods)  
Traffic Signalization Section I  
LRA Job No. 0110098.11-044

Dear Ms. O'Keefe:

Attached herewith is the corrected Exhibit A for the above referenced project. This document was corrected to clarify that Sarpy County will not pay for any legal fees on this project. This exhibit is now consistent with the Interlocal Agreement. Our clients, SID 376 of Douglas County and SID 220 of Sarpy County, are aware of and agree to the changes to this exhibit.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Brett J. Wawers, P.E.  
Senior Vice President

Enclosure

c: John Bachman  
Maurice Anderson  
J. R. Christiansen

mm\Engineering\0110098\ADMIN\Traffic Signal Section ILTR O'Keefe 140903.docx



**LAMP RYNEARSON**  
**& ASSOCIATES**  
 ENGINEERS | SURVEYORS | PLANNERS

July 30, 2014

Exhibit "A"

14710 W. Dodge Rd., Ste. 100  
 Omaha, Nebraska 68154  
 [P] 402.496.2498  
 [F] 402.496.2730  
 www.LRA-Inc.com

Chairman and Board of Trustees  
 Sanitary and Improvement District No. 220  
 of Sarpy County, Nebraska  
 c/o Mr. John Bachman, Attorney  
 Pansing, Hogan, Ernst & Bachman, LLP  
 10250 Regency Circle, Suite 300  
 Omaha, NE 68114

REFERENCE: S.I.D. No. 220 (Harrison Woods)  
 Traffic Signalization, Section I  
 LRA Job No. 0110098.11-044

Dear Members of the Board:

The following is our Engineer's estimate of the quantities and our opinion of probable total project cost for the above-referenced project.

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
1	WOOD POLES	4	EA	\$4,200.00	\$16,800.00
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20	OVERHEAD SIGNS	8	EA	\$540.00	\$4,320.00

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

**ENGINEERS SURVEYORS PLANNERS**

S.I.D. No. 220 (Harrison Woods)  
 Traffic Signalization, Section I  
 LRA Job No. 0110098.11-044  
 July 3, 2014  
 Page 2

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23	DETECTABLE WARNING PANEL	64	SF	\$36.00	\$2,304.00
	CONTINGENCY	10%			\$9,963.21
	TOTAL ESTIMATED CONSTRUCTION COST				\$109,595.31
	ESTIMATED ENGINEERING, TESTING, PUBLICATION AND MISCELLANEOUS COSTS				\$21,404.69
	* TOTAL ESTIMATED PROJECT COST				\$131,000.00

\* The Total Estimated Project Cost does not include the value of the equipment provided by Douglas County.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.



Brett J. Wawers, P.E.  
 Senior Vice President

**INTERLOCAL COOPERATION AGREEMENT**  
**Traffic Signal – 172<sup>nd</sup> and Harrison**

Douglas County, Nebraska  
Sarpy County, Nebraska  
Sanitary and Improvement District No. 220 of Sarpy County, Nebraska  
Sanitary and Improvement District No. 376 of Douglas County, Nebraska

This Agreement is made and entered into by and between THE COUNTY OF DOUGLAS, NEBRASKA (hereinafter referred to as "Douglas County"), THE COUNTY OF SARPY, NEBRASKA (hereinafter referred to as "Sarpy County"), SANITARY AND IMPROVEMENT DISTRICT NO. 220 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 220") and SANITARY AND IMPROVEMENT DISTRICT NO. 376 OF DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "SID 376"). Collectively, Douglas County, Sarpy County, SID 220 and SID 376 are hereinafter sometimes referred to as the "parties".

**PRELIMINARY STATEMENT**

SID 220 has developed the real property legally described as **Harrison Woods** which is located generally at 168<sup>th</sup> and Harrison Streets in Sarpy County, Nebraska.

SID 376 has developed the real property legally described as **Mission Park** which is located generally at 168<sup>th</sup> and "Q" Streets in Douglas County, Nebraska.

Pursuant to the Interlocal Cooperation Act, Section 13-801, et. seq., Douglas County, Sarpy County, SID 220 and SID 376 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby 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 such political subdivisions.

The parties hereto agree that it is in the best interest and is mutually advantageous to Douglas County, Sarpy County, SID 220 and SID 376 to install a traffic signal at the intersection of 172<sup>nd</sup> Street and Harrison Street (hereinafter referred to as the "Improvements") to enhance the safe and efficient flow of vehicular traffic.

SID 220 will act as the agent for all parties to this Agreement in the execution of the contract and general supervision of the work and administration of the contract for the project, and SID 220 accepts said agency. SID 220 will not enter into any agreements or contracts affecting this project without prior approval of SID 376, Sarpy County and Douglas County. No separate legal entity is hereby created.

SID 220 will prepare the plans and specifications and provide the inspection for the construction of the improvements. The final plans and specifications shall be subject to the approval of SID 376, Douglas County and Sarpy County, which approval shall not be unreasonably withheld.

The total cost of this project is estimated to be One Hundred Thirty One Thousand and no/100 Dollars (\$131,000.00) less the value of the equipment provided by Douglas County which is estimated to have a value of \$10,000.00. SID 376, SID 220 and Sarpy County agree to pay one-third (33%) of the actual total cost of the Improvements less the value of the equipment provided by Douglas County. A copy of the estimated project cost is attached as Exhibit "A" hereto and incorporated herein by this reference. A copy of the equipment to be provided by Douglas County is attached as Exhibit "B" hereto and incorporated herein by this reference.

The cost of the project includes the construction costs, engineering costs, testing costs and any other miscellaneous costs required to construct this project. The actual total cost of the Improvements shall not include any costs of financing or acquiring financing incurred by any party.

Upon the completion of the contract for construction of the project, SID 220 will bill SID 376 and Sarpy County for their share of the costs. It is estimated that each party's share will be approximately Forty Three Thousand Six Hundred Sixty Six and 67/100 Dollars (\$43,666.67), less one-third (33.33%) of the estimated value of the equipment provided by Douglas County. Douglas County and Sarpy County shall be responsible for the maintenance and operational costs of the signal when completed, and the costs shall be divided between the counties in accordance with the current Harrison Street Corridor Agreement.

NOW, THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and Agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **No Administrative Entity**. There shall be no separate legal or administrative entity created to administer this Agreement. Accordingly, no separate budget needs to be established.

2. **No Delegation of Authority**. Neither this Agreement nor Douglas County's nor Sarpy County's approval on the location of said traffic signal shall be deemed a delegation of Douglas County's or Sarpy County's authority in the exercise of its police power over public traffic signals. Accordingly, Douglas County or Sarpy County may, at its discretion and upon notice to SID 220 and SID 376, cause the removal, relocation or modification of such traffic signal at any time if the following conditions occur, to-wit:

- (a) The signal is no longer required due to a decrease in traffic volume.
- (b) The operation, location or configuration of the traffic signals is deemed to be hazardous or inefficient.

If said traffic signal is removed, it shall become the property of Sarpy County.

3. **Maintenance**. Douglas County and Sarpy County shall be responsible for the maintenance and operational costs for the signal and the costs shall be divided between the counties in accordance with the current Harrison Street Corridor Agreement.

4. **Estimated Project Costs**. The estimated project cost of the signal has been established to be One Hundred Thirty One Thousand and no/100 Dollars (\$131,000.00), which cost will be full

payment for the signal. SID 376 and Sarpy County shall pay SID 220 within sixty (60) days from the billing date. SID 376, SID 220, and Sarpy County agree to pay one-third (33%) of the actual total cost of the Improvements less the value of the equipment provided by Douglas County. The actual total cost of the Improvements shall not include any costs of financing or acquiring financing incurred by any party.

5. **Appointment of Administrators.** Lamp, Rynearson & Associates, Inc., engineers for SID 220 shall administer this project.

6. **Nondiscrimination Clause.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, parties agree that neither it nor any of its subcontractors or agents shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant.

7. **Licensing.** Parties agree to comply with any and all required licensing provisions of the Nebraska Revised Statutes and other relevant State or Federal law.

8. **Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Douglas County, Nebraska and Sarpy County, Nebraska.

9. **Insurance.** All parties agree to provide at their own expense liability insurance to indemnify themselves in the event that they become liable for the payment of a judgment based upon the acts or omissions of their agents and employees in performing this Agreement. Each party shall provide a copy of said insurance policy to the other party upon request.

10. **Drug Free Policy.** All parties to this Agreement have established and maintain a drug free workplace policy.

11. **Amendment/Merger/Assignment.** This instrument contains the entire Agreement of the parties. No amendments, deletions, or additions shall be made to the Agreement except in writing signed by all parties. This Agreement is exclusive to the parties and may not be assigned nor duties delegated by Contractor except on prior written consent by all parties to this Agreement. Any attempted assignment without such approval shall be void and shall constitute a breach of contract.

12. **New Employee Work Eligibility Status.** The parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

13. **Duration.** This Agreement shall continue until such time as the improvements to be performed under this Agreement have been completed, unless this Agreement is terminated sooner by the written Agreement of all parties hereto.

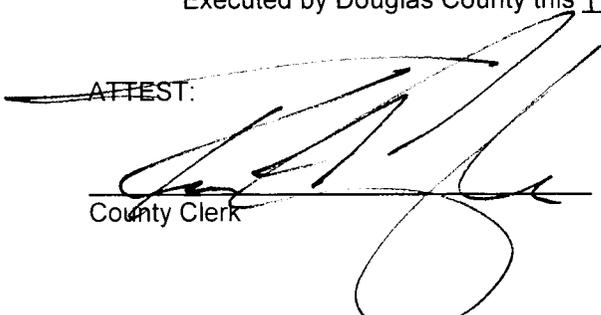
14. **Severability.** In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

15. **Representations.** Each party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such party.

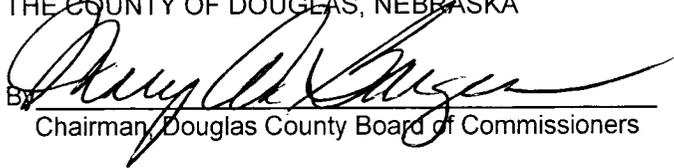
16. **Records.** SID 220 shall maintain records of all Construction Costs in connection with the Improvements, and the parties shall have the right to audit and review such records at any time to assure that such records are accurate.

Executed by Douglas County this 19<sup>th</sup> day of August, 2014.

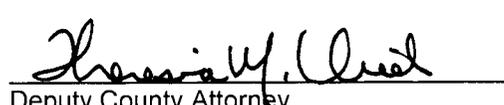
ATTEST:

  
\_\_\_\_\_  
County Clerk

THE COUNTY OF DOUGLAS, NEBBASKA

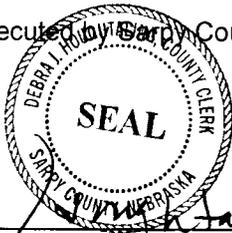
  
By \_\_\_\_\_  
Chairman, Douglas County Board of Commissioners

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

Executed by Sarpy County this 16<sup>th</sup> day of September, 2014.

ATTEST:



[Signature]  
County Clerk

THE COUNTY OF SARPY, NEBRASKA

By [Signature]  
Chairman, Sarpy County Board of Commissioners

APPROVED AS TO FORM:

[Signature]  
Deputy County Attorney

Executed by SID 220 this 13<sup>th</sup> day of August, 2014.

ATTEST:

[Signature]  
Clerk

SANITARY AND IMPROVEMENT DISTRICT  
NO. 220 OF SARPY COUNTY, NEBRASKA

By [Signature]  
Chairman

Executed by SID 376 this 13<sup>th</sup> day of August, 2014.

ATTEST:

[Signature]  
Clerk

SANITARY AND IMPROVEMENT DISTRICT  
NO. 376 OF DOUGLAS COUNTY, NEBRASKA

By [Signature]  
Chairman



**LAMP RYNEARSON**  
**& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

July 30, 2014

Exhibit "A"

14710 W. Dodge Rd., Ste. 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-Inc.com

Chairman and Board of Trustees  
Sanitary and Improvement District No. 220  
of Sarpy County, Nebraska  
c/o Mr. John Bachman, Attorney  
Pansing, Hogan, Ernst & Bachman, LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

REFERENCE: S.I.D. No. 220 (Harrison Woods)  
Traffic Signalization, Section I  
LRA Job No. 0110098.11-044

Dear Members of the Board:

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**ENGINEERS SURVEYORS PLANNERS**

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	* TOTAL ESTIMATED PROJECT COST				\$131,000.00

\* The Total Estimated Project Cost does not include the value of the equipment provided by Douglas County.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.



Brett J. Wawers, P.E.  
 Senior Vice President

## Exhibit "B"

Traffic Signal Equipment to be provided by Douglas County:

4 - TS1A Signal Heads

7 - TS1 Signal Heads

8 - PS1 Pedestrian Signal (Non-Countdown Type)

1- 336S Cabinet w/ 1-170Controller, 1-Conflict Monitor, 3-242's, 8-Load Switches

2 - Cameras

2 - Camera Modules

Miscellaneous support cable, tether cable, and electrical wiring from the 174th & Blondo signal

Equipment may be missing miscellaneous hardware or mounting accessories.

While this equipment is in good working order, some of the equipment does not meet the current standards. The equipment to be used will need to be determined by Lamp, Rynearson and Associates, the Douglas County Engineer, and the Sarpy County Engineer.

# Deb Houghtaling

# Sarpy County Clerk

Renee Lansman  
Chief Deputy

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1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842  
Phone: 402-593-2105 • Fax: 402-593-4471 • Website [www.Sarpy.com](http://www.Sarpy.com) • Email: [Clerk@sarpy.com](mailto:Clerk@sarpy.com)

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September 17, 2014

Brett Wawers  
Lamp Rynearson  
14710 W Dodge Rd #100  
Omaha NE 68154

RE: Interlocal Cooperation – Sarpy County, Douglas County, SID 220, SID 376  
172<sup>nd</sup> Street Improvements at Harrison Street

Enclosed are the 3 original agreements with old exhibit for return, 3 copies with the new exhibit and signed by the Sarpy County Board Chairman on September 16, 2014. Please let our office know if anything further is needed.

Sincerely,



Deb Houghtaling  
Sarpy County Clerk

Enclosures (6)  
DH/cv

## INTERLOCAL COOPERATION AGREEMENT Traffic Signal – 172<sup>nd</sup> and Harrison

Douglas County, Nebraska  
Sarpy County, Nebraska  
Sanitary and Improvement District No. 220 of Sarpy County, Nebraska  
Sanitary and Improvement District No. 376 of Douglas County, Nebraska

This Agreement is made and entered into by and between THE COUNTY OF DOUGLAS, NEBRASKA (hereinafter referred to as "Douglas County"), THE COUNTY OF SARPY, NEBRASKA (hereinafter referred to as "Sarpy County"), SANITARY AND IMPROVEMENT DISTRICT NO. 220 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 220") and SANITARY AND IMPROVEMENT DISTRICT NO. 376 OF DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "SID 376"). Collectively, Douglas County, Sarpy County, SID 220 and SID 376 are hereinafter sometimes referred to as the "parties".

### PRELIMINARY STATEMENT

SID 220 has developed the real property legally described as **Harrison Woods** which is located generally at 168<sup>th</sup> and Harrison Streets in Sarpy County, Nebraska.

SID 376 has developed the real property legally described as **Mission Park** which is located generally at 168<sup>th</sup> and "Q" Streets in Douglas County, Nebraska.

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SID 220 will act as the agent for all parties to this Agreement in the execution of the contract and general supervision of the work and administration of the contract for the project, and SID 220 accepts said agency. SID 220 will not enter into any agreements or contracts affecting this project without prior approval of SID 376, Sarpy County and Douglas County. No separate legal entity is hereby created.

SID 220 will prepare the plans and specifications and provide the inspection for the construction of the improvements. The final plans and specifications shall be subject to the approval of SID 376, Douglas County and Sarpy County, which approval shall not be unreasonably withheld.

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The cost of the project includes the construction costs, engineering costs, testing costs and any other miscellaneous costs required to construct this project. The actual total cost of the Improvements shall not include any costs of financing or acquiring financing incurred by any party.

Upon the completion of the contract for construction of the project, SID 220 will bill SID 376 and Sarpy County for their share of the costs. It is estimated that each party's share will be approximately Forty Three Thousand Six Hundred Sixty Six and 67/100 Dollars (\$43,666.67), less one-third (33.33%) of the estimated value of the equipment provided by Douglas County. Douglas County and Sarpy County shall be responsible for the maintenance and operational costs of the signal when completed, and the costs shall be divided between the counties in accordance with the current Harrison Street Corridor Agreement.

NOW, THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and Agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **No Administrative Entity.** There shall be no separate legal or administrative entity created to administer this Agreement. Accordingly, no separate budget needs to be established.

2. **No Delegation of Authority.** Neither this Agreement nor Douglas County's nor Sarpy County's approval on the location of said traffic signal shall be deemed a delegation of Douglas County's or Sarpy County's authority in the exercise of its police power over public traffic signals. Accordingly, Douglas County or Sarpy County may, at its discretion and upon notice to SID 220 and SID 376, cause the removal, relocation or modification of such traffic signal at any time if the following conditions occur, to-wit:

- (a) The signal is no longer required due to a decrease in traffic volume.
- (b) The operation, location or configuration of the traffic signals is deemed to be hazardous or inefficient.

If said traffic signal is removed, it shall become the property of Sarpy County.

3. **Maintenance.** Douglas County and Sarpy County shall be responsible for the maintenance and operational costs for the signal and the costs shall be divided between the counties in accordance with the current Harrison Street Corridor Agreement.

4. **Estimated Project Costs.** The estimated project cost of the signal has been established to be One Hundred Thirty One Thousand and no/100 Dollars (\$131,000.00), which cost will be full

payment for the signal. SID 376 and Sarpy County shall pay SID 220 within sixty (60) days from the billing date. SID 376, SID 220, and Sarpy County agree to pay one-third (33%) of the actual total cost of the Improvements less the value of the equipment provided by Douglas County. The actual total cost of the Improvements shall not include any costs of financing or acquiring financing incurred by any party.

5. **Appointment of Administrators.** Lamp, Rynearson & Associates, Inc., engineers for SID 220 shall administer this project.

6. **Nondiscrimination Clause.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, parties agree that neither it nor any of its subcontractors or agents shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant.

7. **Licensing.** Parties agree to comply with any and all required licensing provisions of the Nebraska Revised Statutes and other relevant State or Federal law.

8. **Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Douglas County, Nebraska and Sarpy County, Nebraska.

9. **Insurance.** All parties agree to provide at their own expense liability insurance to indemnify themselves in the event that they become liable for the payment of a judgment based upon the acts or omissions of their agents and employees in performing this Agreement. Each party shall provide a copy of said insurance policy to the other party upon request.

10. **Drug Free Policy.** All parties to this Agreement have established and maintain a drug free workplace policy.

11. **Amendment/Merger/Assignment.** This instrument contains the entire Agreement of the parties. No amendments, deletions, or additions shall be made to the Agreement except in writing signed by all parties. This Agreement is exclusive to the parties and may not be assigned nor duties delegated by Contractor except on prior written consent by all parties to this Agreement. Any attempted assignment without such approval shall be void and shall constitute a breach of contract.

12. **New Employee Work Eligibility Status.** The parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

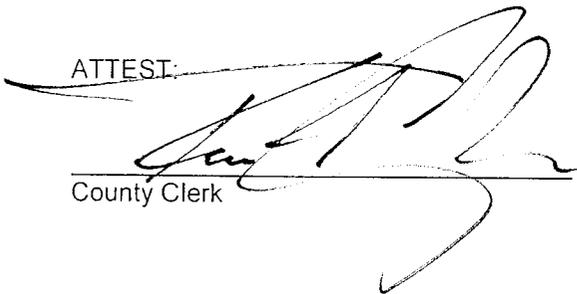
13. **Duration.** This Agreement shall continue until such time as the improvements to be performed under this Agreement have been completed, unless this Agreement is terminated sooner by the written Agreement of all parties hereto.

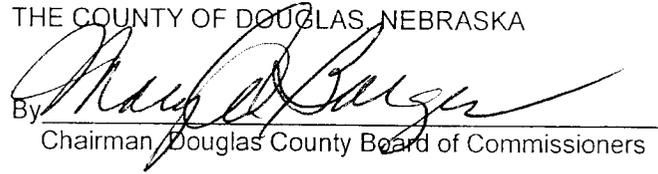
14. **Severability.** In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

15. **Representations.** Each party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such party.

16. **Records.** SID 220 shall maintain records of all Construction Costs in connection with the Improvements, and the parties shall have the right to audit and review such records at any time to assure that such records are accurate.

Executed by Douglas County this 19<sup>th</sup> day of August, 2014.

ATTEST:  
  
County Clerk

THE COUNTY OF DOUGLAS, NEBRASKA  
By   
Chairman, Douglas County Board of Commissioners

APPROVED AS TO FORM:  
  
Deputy County Attorney

Executed by Sarpy County this      Jay of                      2014.

ATTEST:    THE COUNTY OF SARPY, NEBRASKA

~~County~~ Clerk

By \_\_\_\_\_  
Chairman, Sarpy County Board of Commissioners

APPROVED AS TO FORM:

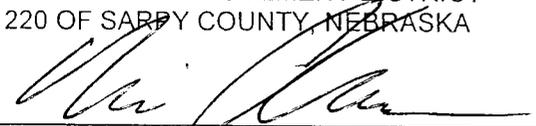
\_\_\_\_\_  
Deputy County Attorney

Executed by SID 220 this 13th day of August, 2014.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 220 OF SARPY COUNTY, NEBRASKA

  
Clerk

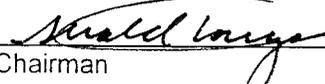
By   
Chairman

Executed by SID 376 this 13th day of August, 2014.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 376 OF DOUGLAS COUNTY, NEBRASKA

  
Clerk

By   
Chairman



**LAMP RYNEARSON  
& ASSOCIATES**  
ENGINEERS | SURVEYORS | PLANNERS

July 3, 2014

Exhibit "A"

14710 W. Dodge Rd., Ste. 100  
Omaha, Nebraska 68154  
[P] 402.496.2498  
[F] 402.496.2730  
www.LRA-Inc.com

Chairman and Board of Trustees  
Sanitary and Improvement District No. 220  
of Sarpy County, Nebraska  
c/o Mr. John Bachman, Attorney  
Pansing, Hogan, Ernst & Bachman, LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

REFERENCE: S.I.D. No. 220 (Harrison Woods)  
Traffic Signalization, Section I  
LRA Job No. 0110098.11-044

Dear Members of the Board:

The following is our Engineer's estimate of the quantities and our opinion of probable total project cost for the above-referenced project.

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
1	WOOD POLES	4	EA	\$4,200.00	\$16,800.00
2	STREET LIGHTING UNIT	4	EA	\$1,200.00	\$4,800.00
3	TRAFFIC SIGNAL, TYPE TS-1	8	EA	\$780.00	\$6,240.00
4	TRAFFIC SIGNAL, TYPE TS-1LL	4	EA	\$900.00	\$3,600.00
5	PEDESTRIAN SIGNAL, TYPE PS-1	8	EA	\$660.00	\$5,280.00
6	PEDESTRIAN PUSH BUTTON	8	EA	\$180.00	\$1,440.00
7	INSTALL TRAFFIC SIGNAL CONTROLLER	1	EA	\$3,000.00	\$3,000.00
8	PULL BOX, TYPE PB-1	6	EA	\$720.00	\$4,320.00
9	OVERHEAD SPAN WIRE	320	LF	\$6.00	\$1,920.00
10	MODULAR VIDEO VEHICLE DETECTION SYSTEM	1	LS	\$13,200.00	\$13,200.00
11	2" CONDUIT - TRENCHED	1,800	LF	\$7.20	\$12,960.00
12	16/C #14 AWG TRAFFIC SIGNAL CABLE	331	LF	\$4.80	\$1,588.80
13	6 PAIR COMMUNICATION CABLE	1,800	LF	\$3.60	\$6,480.00
14	SERVICE CABLE, 1/C #6 AWG COPPER	100	LF	\$1.50	\$150.00
15	SERVICE ENTRANCE CABLE, 1/C AWG COPPER	100	LF	\$1.80	\$180.00
16	2/C #16 PPB LEAD-IN CABLE	484	LF	\$1.20	\$580.80
17	GROUNDING CONDUCTOR, 1/C #8 BARE COPPER	245	LF	\$0.90	\$220.50
18	3/C #6 STREET LIGHTING CABLE	245	LF	\$2.40	\$588.00
19	SERVICE DISCONNECT PEDESTAL	1	EA	\$3,600.00	\$3,600.00
20	OVERHEAD SIGNS	8	EA	\$540.00	\$4,320.00

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

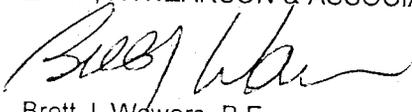
S.I.D. No. 220 (Harrison Woods)  
 Traffic Signalization, Section I  
 LRA Job No. 0110098.11-044  
 July 3, 2014  
 Page 2

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	TOTAL
21	PAINTED PAVEMENT MARKINGS	900	LF	\$3.00	\$2,700.00
22	CONSTRUCT 4" CONCRETE SIDEWALK	800	SF	\$4.20	\$3,360.00
23	DETECTABLE WARNING PANEL	64	SF	\$36.00	\$2,304.00
	CONTINGENCY	10%			\$9,963.21
	TOTAL ESTIMATED CONSTRUCTION COST				\$109,595.31
	ESTIMATED ENGINEERING, TESTING, LEGAL, PUBLICATION AND MISCELLANEOUS COSTS				\$21,404.69
	* TOTAL ESTIMATED PROJECT COST				\$131,000.00

\* The Total Estimated Project Cost does not include the value of the equipment provided by Douglas County.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.



Brett J. Wawers, P.E.  
 Senior Vice President

**Exhibit "B"**

Traffic Signal Equipment to be provided by Douglas County:

4 - TS1A Signal Heads

7 - TS1 Signal Heads

8 - PS1 Pedestrian Signal (Non-Countdown Type)

1- 336S Cabinet w/ 1-170Controller, 1-Conflict Monitor, 3-242's, 8-Load Switches

2 - Cameras

2 - Camera Modules

Miscellaneous support cable, tether cable, and electrical wiring from the 174th & Blondo signal

Equipment may be missing miscellaneous hardware or mounting accessories.

While this equipment is in good working order, some of the equipment does not meet the current standards. The equipment to be used will need to be determined by Lamp, Rynearson and Associates, the Douglas County Engineer, and the Sarpy County Engineer.