BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN THE INTERLOCAL
COOPERATION AGREEMENT WITH THE CITY OF LA VISTA FOR EROSION REPAIR TO
THE INTERSECTION OF 108TH STREET AND CHANDLER ROAD

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

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. § 13-801 et
seq., enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to
provide for joint undertakings, services, and facilities, in a manner and pursuant to forms of governmental
organization that will accord with best geographic, economic, population, and other factors influencing
the needs and developments of local communities; and,

WHEREAS, discharge from the public storm sewer found at the intersection of 108th Street and
Chandler Road has resulted in significant erosion which requires reconstruction and modification of the
storm sewer outlet; and,

WHEREAS, the County and the City of La Vista desire to enter into an agreement outlining their
respective responsibilities regarding such reconstruction and modification; and,

WHEREAS, it is in the best interests and safety of the citizens of Sarpy County to enter into said
Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF
COMMISSIONERS THAT this Board hereby approves the Interlocal Cooperation Agreement with the
City of La Vista for Erosion Repair to the Intersection of 108th Street and Chandler Road, a copy of which
is attached hereto.

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 _____22nd_____ day of
_____May_______, 2018.

Attest

Sarpy County Board Chairman

County Clerk
MEMORANDUM

To: Sarpy County Board of Commissioners

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

Subject: Agreement between Sarpy County and City of La Vista for Erosion Repair to Intersection of 108th and Chandler Road

Date: May 16, 2018

I recommend approval of the Agreement with the City of La Vista for storm sewer repair located at the west side of the intersection of 108th Street and Chandler Road. Sarpy County agrees to contribute an amount not to exceed $105,000.00 towards the cost of the reconstruction and modification to the storm sewer outlet.

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 19.

DLW/bjh
INTERLOCAL AGREEMENT

108TH & CHANDLER

This Interlocal Agreement (“Agreement”) is made, entered into, and effective as of the 22nd day of May, 2018 by and between the CITY OF LA VISTA, a Municipal Corporation of the State of Nebraska, hereinafter referred to as “La Vista” or “City”; and SARPY COUNTY of the State of Nebraska, hereinafter referred to as “Sarpy County” or “County” (hereinafter collectively referred to as “Agencies”).

PRELIMINARY STATEMENT

WHEREAS, La Vista and Sarpy County are both duly existing bodies, corporate and politic in accordance with and by virtue of the laws of the State of Nebraska; and

WHEREAS, the Agencies are desirous of entering into mutually beneficial endeavors to improve a public storm sewer located at the west side of the intersection of 108th Street and Chandler Road, hereinafter referred to as the “Project”. The location of the project is in Sarpy County, and within the corporate boundaries of La Vista as illustrated on Exhibit “A”; and

WHEREAS, 108th Street between Giles Road and Harrison Street, including the public storm sewer at the intersection of 108th Street and Chandler Road, was previously reconstructed as part of County Project No. C-77(37); and

WHEREAS, discharge from the public storm sewer found at the intersection of 108th Street and Chandler Road has resulted in significant erosion which requires reconstruction and modification of the storm sewer outlet; and

WHEREAS, the property owner of the adjacent property has submitted a development plan to La Vista which requires the erosion problem to be addressed; and

WHEREAS, the property owner of the adjacent property has agreed to undertake certain actions to facilitate the necessary improvements to the storm sewer outlet, subject to participation by La Vista pursuant to a subdivision agreement with La Vista; and

WHEREAS, the Agencies desire to describe and define the Project, as well as their respective contributions, work, and responsibilities regarding the Project in order to enable them to jointly undertake the Project in the manner described as follows.

NOW THEREFORE, in consideration of, and based on, the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the Agencies agree as follows:

1. Authority. This Agreement is made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq.

2. Duration. This Agreement shall remain in effect until the reconstruction and modification of the storm sewer has been satisfactorily completed, paid for, and accepted, unless otherwise terminated by the written agreement of all Agencies; provided, however that any provision hereof requiring any document or any other performance beyond the end of this Agreement, shall
continue in effect and survive after this Agreement terminates. Amendments hereto shall be made in writing adopted and executed by all Agencies.

3. **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.

4. **County Responsibilities.** The County shall have the following responsibilities:

   a. County agrees to contribute an amount not to exceed $105,000 towards the costs of the reconstruction and modification of the storm sewer outlet.

   b. The County’s share of the cost of the work is based on the construction costs estimated for the minimum required storm sewer outlet modification as illustrated on Exhibit “B”, attached hereto. City may authorize work that exceeds the minimum required storm sewer outlet modification; however, such authorization is between La Vista and the Brook Valley Business Park Replat Five Development and County shall have no additional financial responsibility regarding the additional authorized work.

   c. The County agrees to make payment to the City, not to exceed $105,000, for construction costs after inspection and approval of the work by County’s Engineer and subsequent City request for payment. County will pay City upon the later date of (1) thirty days after request for payment from City, or (2) July 30, 2018.

5. **City Responsibilities.** The City shall have the following responsibilities:

   a. Enter into a subdivision agreement for the development of Brook Valley Business Park Replat Five. Such subdivision agreement shall include provisions for completion by the developer of the storm sewer construction set forth on Exhibit “C”.

   b. Require the developer of Brook Valley Business Park Replat Five to obtain the required environmental permits and grant public sewer and drainage easements to convey runoff from 100-year storm runoff events across the property.

   c. Review plans and specifications for the proposed storm sewer construction and provide a copy of said plans and specifications to the County for review.

   d. Require the proposed storm sewer construction to be covered by a performance bond including a minimum two-year warranty on the construction work.

   e. Observe, or cause to be observed by a professional engineer licensed in Nebraska, the storm sewer construction for compliance with the approved plans and specifications.

   f. In the event that the development of Brook Valley Business Park Replat Five does not proceed by July 1, 2018, provide engineering services to construct the storm sewer outlet modification illustrated on Exhibit “B”.

g. Maintain all documents, papers, accounting records, agreements, and other evidence pertaining to costs incurred and make such information available at its office at all reasonable times during the period of this agreement and for three (3) years from the date of final payment under this agreement.

6. Approvals for Project Details. Plans, specifications, cost estimates, right of way plans, and other project information documents shall be presented to each of the Agencies for their review and approval before construction is commenced; such approval and any other approval provided for elsewhere in this Agreement shall not be unreasonably withheld.

7. Exhibits. The following exhibits pertain to this agreement and are incorporated hereinto:

   a. Exhibit “A” – An illustration of the location of the storm sewer outlet problem and current conditions.
   b. Exhibit “B” – An illustration of the minimum required work to repair the storm sewer outlet problem including an estimate of the cost of such work, as prepared in response to a request by the City.
   c. Exhibit “C” – An illustration of the storm sewer construction proposed as part of the development of Brook Valley Business Park Replat Five.

8. Maintenance. The maintenance of the storm sewer improvements constructed under this Agreement shall be the responsibility of the Agency where such improvements are located.

9. Discrimination. The Agencies shall not in the performance of the terms of this Agreement discriminate or permit discrimination against any agency on account of race, national origin, sex, age, disability, or political or religious affiliations in violation of federal or state laws or local ordinances.

10. Drug Free Policy. Each Agency provides assurance that it has established and maintains a drug free workplace policy.

11. Approval of Agreement. This Agreement shall be subject to approval of the governing body of each Agency.

12. Notices. Each Agency shall designate a person to be its primary point of contact for purposes of the Agency’s administration of this Agreement, in addition to any other designation provided herein. The initial point of contact for each Agency shall be:

   For Sarpy County: Public Works Director  
   Sarpy County 1210 Golden Gate Dr Papillion, NE 68046
   For La Vista: Public Works Director  
   City of La Vista 8116 Park View Blvd La Vista, NE 68128
13. **Entire Agreement.** This Agreement contains the entire agreement of the Agencies and shall be binding upon the successors and assigns of the respective Agencies. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all Agencies.

14. **Governing Law.** Nebraska law shall govern in this Agreement in all respects.

15. **Severability.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

16. **Savings Clause.** It is understood and agreed by the Agencies that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska 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 Agencies shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

17. **Mutual Indemnification.** Subject to the Nebraska Political Subdivisions Tort Claims Act (including liability limitations thereunder), Sarpy County shall indemnify and hold La Vista, its officers, officials, and employees harmless from any and all claims, demands, payments, liabilities, injuries, damages, losses, or suits including attorney fees proximately caused by negligent acts or omissions of Sarpy County, its agents, representatives, and contractors in the performance of this Agreement. This paragraph shall not be construed to require Sarpy County to indemnify La Vista for the negligent or intentional acts of La Vista, its officers, agents or employees.

18. Subject to the Nebraska Political Subdivisions Tort Claims Act (including liability limitations thereunder), La Vista shall indemnify and hold Sarpy County, its officers, officials, and employees harmless from any and all claims, demands, payments, liabilities, injuries, damages, losses, or suits including attorney fees proximately caused by negligent acts or omissions of La Vista, its agents, representatives, and contractors in the performance of this Agreement. This paragraph shall not be construed to require La Vista to indemnify Sarpy County for the negligent or intentional acts of Sarpy County, its officers, agents or employees.

[End of Agreement]
IN WITNESS WHEREOF, the Agencies, by our respective and duly authorized agents, hereto affix our signatures below.

Executed by the County of Sarpy, Nebraska, this 22nd day of May, 2018.

COUNTY SARPY, NEBRASKA

By: ____________________________
Chairman

ATTEST: ____________________________
County Clerk

APPROVED AS TO FORM:

County Attorney
Executed by the City of La Vista, Nebraska, this 20th day of March 2018.

ATTEST:

Pamela A. Buethe, City Clerk

CITY OF LA VISTA, a Nebraska Municipal Corporation

By: Douglas Kindig, Mayor
### INTERLOCAL AGREEMENT
#### 108TH AND CHANDLER
##### MINIMUM REPAIR COST

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<th>Approx. Quantity</th>
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<th>Unit Price</th>
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**Total Construction Estimate**

$ 122,505.00

**Less Value of City Provided Soil**

(3,800 CY @ $4.50/CY) $ (17,100.00)

**Total Minimum Costs**

$ 105,405.00

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EXHIBIT "B"

PG. 2 OF 2