RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN THE INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF GRETNA AND SANITARY IMPROVEMENT DISTRICT NO. 202 FOR IMPROVEMENTS TO 216TH STREET FROM WEST ANGUS ROAD TO WEST GRUENTHER 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, the area of 216th Street between West Angus Road and West Gruenther Road has been identified as needing improvements; and,

WHEREAS, it is in the best interests of and would be mutually advantageous to Sarpy County, the City of Gretna, and SID 202 to complete such improvements; and,

WHEREAS, an Interlocal agreement has been proposed to outline the respective responsibilities of Sarpy County, the City of Gretna, and SID 202 regarding such improvements to 216th Street from West Angus Road to West Gruenther Road, as attached hereto; and,

WHEREAS, it is the desire of Sarpy County to approve 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 Gretna and Sanitary Improvement District No. 202 for Improvements to 216th Street from West Angus Road to West Gruenther Road, 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 6th day of March, 2018.

Attest

SEAL

Sarpy County Board Chairman

County Clerk

2018-066
January 26, 2018

Dennis Wilson, PE
Sarpy County Engineer
SARPY COUNTY PUBLIC WORKS
2507 South 84th Street
Omaha, Nebraska 68048

Re: 216th Street Improvements - W. Angus Road to W. Gruenther Road
Gretna, Nebraska
OPCE Project No. 16069

Dear Denny:

The City of Gretna has received bids for the paving improvements for 216th Street from W. Angus Road to W. Gruenther Road with construction to commence this Spring. The scope of the work extends north of the City limits into the County and the Lincoln Place S.I.D. right-of-way jurisdictions.

Enclosed is a copy of the inter-local agreement between the City of Gretna, SID 202 (Lincoln Place) and Sarpy County that simply states that the City will pay for all costs associated with the project. There will be no cost contribution from the County or the S.I.D. for the paving of this segment of the project. We have included the project plan sheets 13-14 showing the extent of the improvements within the 216th Street right-of-way.

The contractor will be mobilizing in early March to begin the work. Please contact this office if you have questions regarding the above.

Sincerely,

OLMSTED & PERRY CONSULTING ENGINEERS INC.

Steven W. Perry, PE

Enclosures

Cc: Jeff Kooistra, City Adm via e-mail
INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into on the last date below written by and between the CITY OF GRETNA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the "City"), SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the "County"), and SANITARY AND IMPROVEMENT DISTRICT NO. 202 OF SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, the City is undertaking the improvement of South 216th Street from the north right-of-way line of Angus Street and going north a distance of approximately 2,585 feet to the south right-of-way line of West Gruenther Road, including all intersections, a portion of which is within the corporate limits of the City; and

WHEREAS, a portion of said South 216th Street is within the boundaries of the County and the District and is dedicated to the public for public use; and

WHEREAS, it is to the mutual advantage of the City, the County, and the District, and the citizens of each, that the City, the County, and the District cooperate in the improvement of said portion of South 216th Street; and

WHEREAS, the City, the County, and the District are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 827 (Reissue 2012), to so cooperate and to enter into agreements for such cooperative action and thereby provide services and facilities in a manner which accords best with factors influencing the needs and development of local communities.
NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I.

PURPOSE

1.1 The purpose of this Interlocal Cooperation Agreement is to identify the powers, duties, and responsibilities of the parties relating to the construction, financing, sharing of costs, and ownership and maintenance of the improvement of South 216th Street from the north right-of-way line of Angus Street and going north a distance of approximately 2,585 feet to the south right-of-way line of West Gruenther Road, including all intersections.

1.2 In order to obtain the objectives and purposes of this Interlocal Cooperation Agreement, each party shall execute and deliver all documents, provide all information, and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this Interlocal Cooperation Agreement, and each party shall further perform the applicable provisions of this Interlocal Cooperation Agreement in good faith and with due diligence and in cooperation with the other parties.

II.

DURATION

2.1 This Interlocal Cooperation Agreement shall become effective and binding upon its execution by all of the parties hereto.

2.2 The duration of this Interlocal Cooperation Agreement shall be until the completion and finalization of the South 216th Street improvement project.

2.3 The duration of this Interlocal Cooperation Agreement may be changed by the parties pursuant to a written and signed amendment as provided hereinafter in Section 6.1.
III.

SEPARATE ENTITY AND ADMINISTRATION

3.1 This Interlocal Cooperation Agreement does not establish any separate legal or administrative entity.

3.2 The administering of this Interlocal Cooperation Agreement shall be by the City’s City Administrator on behalf of the City, by the County’s County Engineer on behalf of the County, and by the Chairman of the Board of Trustees on behalf of the District.

IV.

IMPROVEMENTS AND RESPONSIBILITIES

4.1 The improvement of South 216th Street between the north right-of-way line of Angus Street and the south right-of-way line of West Gruenther Road, generally consists of the removal of existing surfaces, grading, subsurface preparation, and construction of curb and gutter, concrete pavement, storm sewer and drainage improvements, construction of sidewalks on the east side of South 216th Street from Angus Street north to the south property line (extended westerly) of the District, plus miscellaneous sanitary sewer, water and utility improvements, traffic control systems, signage, and other necessary related appurtenances (hereinafter referred to as the “Project”).

4.2 The City will have its City Engineers, Olmsted and Perry Consulting Engineers, Inc., registered engineers in the State of Nebraska, prepare the plans and specifications for the Project. The final plans and specifications for the Project shall be subject to the approval of the County and the District, which approvals shall not be unreasonably withheld. The County and the District shall have the right to use and reproduce the Project’s plans and
specifications for their own use or for the use of any engineers or other parties providing services to the County or the District in connection with any other planning or public improvements undertaken by the County or the District.

4.3 The City shall conduct the required public bidding and enter into a construction contract for the Project. The City shall cause the Project to be constructed and completed in substantial compliance with the Project’s plans and specifications. The Project will be constructed in one phase and will be constructed in 2018.

4.4 At any time during the course of constructing the Project, the County and the District at their sole respective cost and expense shall have the right, but not the obligation, to inspect the work to insure compliance with the Project’s plans and specifications. No change order to the Project’s plans and specifications which causes a significant change to the Project’s design and improvements, shall be made without the approvals of all parties, which approvals shall not be unreasonably withheld.

4.5 Upon completion of the Project, and unless otherwise agreed by the parties, the City shall own and be responsible for the maintenance, operation, repair, and snow removal associated with that portion of South 216th Street which is within the corporate limits of the City, and the County shall own and be responsible for the maintenance, operation, repair, and snow removal associated with that portion of South 216th Street that is not within the corporate limits of the City or within the boundaries of the District, and the District shall own and be responsible for the maintenance, operation, repair, and snow removal associated with that portion of South 216th Street which is within the District.

V.

4
FINANCING AND COST SHARING

5.1 The City shall finance the Project and shall make progress payments to the contractor in accordance with the requirements of the construction contract between the City and the Project's contractor.

5.2 Neither the County nor the District will have a cost share or a required contribution towards the costs of the Project.

VI.

MISCELLANEOUS

6.1 The parties may amend this Interlocal Cooperation Agreement but all amendments or other modifications, additions, deletions, or changes must be in writing and signed by all parties. No amendment of this Interlocal Cooperation Agreement shall be binding or effective until it is reduced to writing and signed by all parties.

6.2 In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, each party agrees that it nor any of its contractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Interlocal Cooperation 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.

6.3 This Interlocal Cooperation 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 Sarpy County, Nebraska.

6.4 This instrument contains the entire agreement of the parties and shall be binding upon the
successors and assigns of the respective parties.

6.5 In the event any portion of this Interlocal Cooperation 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 Interlocal Cooperation 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 Interlocal Cooperation Agreement so as to render it valid and enforceable.

6.6 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 with 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 any 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.

6.7 Each party represents and warrants to the other parties that it has all necessary right, power and authority to enter into this Interlocal Cooperation Agreement, and that the execution and delivery of this Interlocal Cooperation 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.
IN WITNESS WHEREOF, we, the executing parties, by their respective duly
authorized agents, hereby enter into this Interlocal Cooperation Agreement effective on the last
date below written.

CITY OF GRETKA, NEBRASKA, a
municipal corporation

DATED: 3-19-18

BY: ____________________________
James W. Timmerman, Mayor

DATED: 3/6/18

SARPY COUNTY, NEBRASKA, a political
subdivision

BY: ____________________________
Chairman

Approved as to form:

Deputy Sarpy County Attorney

DATED: 4/5/19

SANITARY AND IMPROVEMENT
DISTRICT NO. 202 OF SARPY
COUNTY, NEBRASKA, a political
subdivision

BY: ____________________________
Chairman
216TH STREET
PAVING IMPROVEMENTS
GRETNA, NEBRASKA

OLMSTED & PERRY
CONSULTING ENGINEERS INC.
10730 PACIFIC STREET SUITE 232
OMAHA, NEBRASKA