RESOLUTION AUTHORIZING CHAIRMAN TO SIGN SUPPLEMENTAL AGREEMENT NUMBER ONE TO INTERLOCAL COOPERATION AGREEMENT 180th AND HARRISON STREET

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, pursuant to Neb. Rev. Stat. §13-801, et seq., Douglas County, the City of Omaha, and Sarpy County 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; and,

WHEREAS, the County and Douglas County, have previously entered into an Interlocal Cooperation Act Agreement via Resolution 2016-431 for Professional Engineering Services for 180th and Harrison in order to develop design plans for the addition of right turn lanes at said intersection; and,

WHEREAS, the City of Omaha has since annexed Falcon Ridge Addition in Douglas County and a portion of such intersection improvement project is now within the City limits; and,

WHEREAS, the County, Douglas County, and the City of Omaha now wish to enter into Supplemental Agreement Number One to Interlocal Cooperation Agreement 180th and Harrison Street, which outlines construction and/or additional duties for the intersection improvement project.

NOW THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that pursuant to the statutory authority set forth above, the Supplemental Agreement Number One to Interlocal Cooperation Agreement 180th and Harrison Street with Douglas County and the City of Omaha for construction of improvements to 180th Street and Harrison Intersection, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chair and the Clerk are hereby authorized to execute said agreement on behalf of Sarpy County, Nebraska.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 17th day of July, 2018.

Attest

Sarpy County Board Chairman

County Clerk Chief Deputy
MEMORANDUM

To: Sarpy County Board of Commissioners

From: Dennis L. Wilson, Sarpy County Engineer

Subject: Supplement #1 to Interlocal Agreement for 180th Street and Harrison Street intersection improvements.

Date: July 5, 2018

I recommend approval of Supplement #1 to the Interlocal Agreement with Douglas County as per the previous interlocal, we are now including the City of Omaha since they have annexed the NE quadrant of the intersection. This supplement will be for the Construction of the Intersection improvements to 180th Street and Harrison Street. The agreement is to provide a cost share of 50% Sarpy County, with the City of Omaha and Douglas County providing a cost share of 25% each. As per the Opinion of Probable Costs the total cost of the project is $308,870.75, with the Sarpy County paying 50% at a cost of $155,000.00.

DLW/bjh
SUPPLEMENTAL AGREEMENT NUMBER ONE TO INTERLOCAL COOPERATION AGREEMENT
180TH AND HARRISON STREET

This Agreement is by and between the County of Sarpy, Nebraska (hereinafter referred to as "Sarpy County"); the County of Douglas, Nebraska (hereinafter referred to as "Douglas County"); and the City of Omaha, Nebraska (hereinafter referred to as "City"); and,

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

WHEREAS, the population growth in the area of 180th and Harrison Street has created an increased volume of traffic; and,

WHEREAS, it is in the best interest of and would be mutually advantageous to Douglas County, Sarpy County and the City to improve at this time, pursuant to this Agreement, that portion of 180th and Harrison Street as shown on the improvement plan attached hereto as Exhibit "A" and incorporated herein by reference. Such improvement shall include, without limitation, the construction of right turn lanes on all four (4) legs, as is shown on the attached Exhibit "A." Included in this project will be the relocation of utilities, storm sewers and other drainage facilities, reconstruction of traffic signals and related improvements, hereafter referred to as "the Project;" and,

WHEREAS, Douglas County and Sarpy County have previously entered into an Interlocal Agreement, dated December 13, 2016, to provide for the professional services with Felsburg Holt and Ullevig, a Nebraska Corporation (FHU), for the preparation of plans and specifications for the construction of the Project and have the option to enter into a Supplemental Agreement to effectuate the construction of the right turn lanes, and

WHEREAS, the City annexed Falcon Ridge Addition, Douglas County, Nebraska on August 24, 2016 and a portion of the Project is within the City limits; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq, 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, AS FOLLOWS:

1. This Agreement shall expire upon the performance of all the obligations of the parties as described herein.

2. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this contract. It shall be administered jointly by the parties, through a representative to be designated by each party. There shall be no jointly held property as a result of this Agreement. Each party shall separately finance and budget its own obligations under this Agreement. This Agreement does not authorize the levying, collecting or accounting of any tax.

3. The purpose of this Agreement is to share the cost for the construction services on the addition of right turn lanes at the intersection of 180th Street and Harrison Street, hereinafter “the Project.” Attached as Exhibit “A.”

4. 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 purposes of aiding a party hereto in financing its obligations under this Agreement.

5. Termination of this Agreement shall properly occur on the completion of The Project.

6. Douglas County agrees to cause the Project to be constructed in accordance with the plans and specifications prepared by FHU and approved by the parties hereto, and construction administration and construction management shall be performed by Douglas County. During the course of construction of the Project,
all parties may at anytime cause inspection of the work to insure compliance with the final plans and specifications.

7. All construction costs for the improvements shall be paid as follows:

<table>
<thead>
<tr>
<th>Douglas County</th>
<th>Sarpy County</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>25%</td>
<td>50%</td>
<td>25%</td>
</tr>
</tbody>
</table>

Douglas County shall pay the contractor, supplier and other persons or entities for the Total Costs for construction the improvements. Douglas County shall submit periodic statements to Sarpy County and the City for their share of the cost of the improvements. Sarpy County and the City shall pay Douglas County based upon such statement within thirty (30) days after receipt of such periodic statement. Upon completion of the improvements, Douglas County shall submit a final pay request to Sarpy County and the City setting forth a breakdown of the Total Costs for the improvements and Sarpy County and the City shall pay Douglas County their respective sum within thirty (30) days after receipt of such payment requests (as per Exhibit "B," attached hereto and incorporated herein by this reference).

8. It is the mutual desire and intention of the parties that the improvements shall be completed in a timely manner. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of all of the improvements contemplated by the Agreement. Weather permitting, it is anticipated that the construction will commence in 2018.

Douglas County shall maintain records of all construction costs incurred in connection with the improvements. Sarpy County and the City shall have the right to audit and review such records at any time to assure that such records are accurate.

This Agreement shall continue until such time as the improvements to be performed by Douglas County pursuant to this Agreement have been
completed, unless this Agreement is terminated sooner by the written agreement of all parties hereto.

The Douglas County Engineer shall administer this contract on behalf of Douglas County, the Sarpy County Engineer shall administer this contract on behalf of Sarpy County and the City Engineer shall administer this contract on behalf of the City.

9. Pursuant to Neb. Rev. Stat. §13-804 (5), 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.

10. Pursuant to Neb. Rev. Stat. §23-3113, 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 Agreement, nor any partnership, or association in which he or she is directly or indirectly interested, shall have any personal or financial interest in the Agreement; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parties, terms, conditions or provisions shall not be affected, and the rights and obligation of the Parties shall be construed and enforced as if the contract did not contain the particular part, term, condition or provisions held to be invalid.

12. Drug-Free Workplace. The parties hereto certify that they maintain a drug-free workplace environment to ensure worker safety and workplace integrity.

13. Public Employer. Pursuant to and in order to be in compliance with Neb. Rev. Stat. §4-114(2), each Party hereby agrees to use a federal immigration verification system, as that system is described in the Illegal Immigration Reform and Immigration Responsibility Act of 1996, to determine the work eligibility
status of new employees physically performing services within the State of Nebraska.

14. Non Discrimination. The parties hereto agree that they and their sub-contractors will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his hire and conditions of employment because of his race, color, religion, sex, disability, or national origin.

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

EXECUTED by Douglas County this 31st day of July, 2018.

Attest:

Daniel A. Foul
County Clerk

By: P.M. Morgan
Chair, County Board

EXECUTED by Sarpy County this 17th day of July, 2018.

Attest:

Brenda Langman
County Clerk

By: Don Kelley
Chair, County Board

Approved as to Form:

Douglas County Attorney

Sarpy County Attorney

Page 5 of 6
Douglas County Project No. SP-2014(03)
180th and Harrison Street
EXECUTED by the City of Omaha this 7th day of June, 2018.

Attest: THE CITY OF OMAHA, NEBRASKA

[Signature] City Clerk

[Signature] Mayor

Approved as to form and content:

[Signature]

Deputy City Attorney
**EXHIBIT "B"**

PROJECT: 180th and Harrison Intersection Improvements  
COUNTY PROJECT NO: SP-2014(03)  
FHU PROJECT NO: 111780-01

ENGINEER'S OPINION OF PROBABLE COST  
June 19, 2017

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CONSTRUCTION SUBTOTAL: $246,335.82  
UTILITY RELOCATIONS: 5% $12,268.78  
RIGHT-OF-WAY: 3.00 SF $0.00  
CONTINGENCIES (20%): 0.20  
PROJECT TOTAL: $308,870.75

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<th>Percent Share</th>
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<tr>
<td>Total Project Estimate</td>
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