RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL AGREEMENT BETWEEN CITY OF PAPILLION AND SARPY COUNTY FOR ESTABLISHMENT OF SARPY COUNTY BACKUP 911 CENTER
(Papillon Fire Station 2)

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, 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;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board;

WHEREAS, pursuant to Resolution 2012-348, Douglas County, Pottawattamie County, Iowa and Sarpy County entered into an agreement for the cooperative use of the Regional 911 Backup Center located in Douglas County;

WHEREAS, during the time it takes for Sarpy County 911 representative to travel to Douglas County, Sarpy County emergency management needs a transitional backup space. Sarpy County and the City of Papillion have proposed that Sarpy County utilize space within the Papillion Fire Station 2 as a transitional backup center and also an occasionally utilized training office for the Sarpy County emergency operations; and,

WHEREAS, an Interlocal Agreement has been proposed between the City of Papillion and Sarpy County regarding the location and use of the Sarpy equipment at the Papillion Fire Station 2;

WHEREAS, entering into the Interlocal Agreement with City of Papillion is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and adopts the Interlocal Agreement with the City of Papillion, a copy of which is attached hereto, and any other related documents, the same being approved and adopted by the Board.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Agreement and they 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 7th day of June, 2016.

Sarpy County Board Chairman

ATTEST:

Sarpy County Clerk

[Seal]
To: Sarpy County Commissioners  
From: Stu DeLaCastro  
RE: Resolution Approving and Authorizing Chairman to Sign Interlocal Agreement between City of Papillion and Sarpy County for Establishment of Sarpy County Backup 911 Center (Papillion Fire Station 2)  

The Board will be asked to approve an agreement with the City of Papillion (Papillion Fire) for the use of office space within Papillion Fire Station 2 to be used as a transitional backup center. This backup center would be used by Sarpy County 911 Communications staff in the event of an unplanned evacuation of the Sarpy County 911 Center and while staff is enroute to the regional backup center in Omaha.  

Sarpy County has provided computer and radio equipment to be used at the transitional backup center. Papillion Fire will provide electrical, cable internet, and telephone connections.  

If you have any questions please contact me at sdelacastro@sarpv.com  

June 3, 2016  

Cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson
Mr. DeLaCastro,

Attached is a scanned copy of an agreement received in our office today regarding an interlocal agreement with the City of Papillion for a 911 Backup Center. I assume this is an item you were working on presenting to the Board and were expecting its arrival from City of Papillion, please let me know if that is not the case. We can retain the originals in our office and make sure both copies are signed by the Board when the agreement is submitted to the Board for approval. Please submit an agenda item request when you are ready to present this to the Board; you may want to mention in the special instructions section that the original documents are already in the Clerk’s office as a reminder to us.

Please contact our office if anything further is needed.

Thank you,

Deb Houghtaling
Deb Houghtaling
Sarpy County Clerk
Deb@sarpy.com
(By Sara Young, Administrative Specialist)
402-593-4155
Fax: 402-593-4471
May 19, 2016

Chris Vance
Sarpy County
1210 Golden Gate Dr.
Papillion, NE 68046

RE: Interlocal Agreement – 911 Backup Center

Dear Chris,

Enclosed please find two copies of the above referenced agreement that was passed and approved by the Papillion City Council on their May 17, 2016 meeting. Please sign the agreements and mail a fully executed copy to my attention.

Please contact me if you have any questions.

Sincerely,

Elizabeth Butler, CMC
City Clerk
Interlocal Cooperation Agreement for Establishment of a Sarpy 911 Backup Center

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is hereby made by and between the County of Sarpy ("Sarpy") and the City of Papillion ("Papillion Fire"), both of which are political subdivisions organized and existing under the laws of the State of Nebraska located in Sarpy County, Nebraska. Sarpy and Papillion Fire are sometimes referred to collectively as "Parties" or individually as a "Party." This Agreement shall become effective upon the date this Agreement is signed by all of the Parties (the "Effective Date").

Preliminary Statement

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, specifically, Neb. Rev. Stat. § 13-801 et seq. as amended, enables separate political subdivisions 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, on October 30, 2012, the Sarpy entered into an Interlocal Agreement with the County of Douglas which provides for the sharing of the use, cost, and configuration of a Regional 911 Backup Center capable of handling 911 emergency calls in the event that there would be a technical, mechanical or building failure at any of the primary 911 Centers, ("Regional 911 Backup Center Agreement"); and

WHEREAS, it will take some time to have the Regional 911 Backup Center operational and Sarpy needs a transitional backup space. The Parties agree that it is to the benefit of the residents of Sarpy County and Papillion Fire for Sarpy to have a transitional backup space. Further, Papillion Fire has space for Sarpy to utilize as a transitional backup space. To that end, the Parties agree that Sarpy may utilize an office and Sarpy's own computers within the Papillion Fire building, identified as Papillion Fire Station 2, located at 11749 South 108th Street, La Vista, Nebraska, and may store some radio equipment at such location ("Sarpy 911 Backup Center"); and

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of, and based upon 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:

DUTIES OF THE PARTIES:
1. Papillion Fire shall provide an office with electrical, cable internet and telephone utilities for Sarpy to utilize as a transitional back up space for training and emergency management, i.e., the Sarpy 911 Backup Center, at no cost to Sarpy. Sarpy will provide computers and an 800
MH radio for the Sarpy 911 Backup Center, at its own cost.

2. Papillion Fire shall be authorized to use the office designated as the Sarpy 911 Backup Center for its own purposes, using its own Papillion Fire equipment (e.g., computers), except for those times in which Sarpy has 911 backup training scheduled or Sarpy needs such office for an emergency backup situation. In the event that Papillion Fire is occupying the office and Sarpy needs to use the office and its own equipment for 911 operational purposes, Papillion Fire agrees to immediately remove its personnel and allow Sarpy use of the office and Sarpy’s equipment. When reasonably possible, Sarpy shall attempt to provide Papillion Fire with advance notice of its need to use the office and equipment; provided, however, Sarpy shall not be required to provide Papillion Fire with any advance notice in the event of an emergency backup situation.

3. Papillion Fire will provide Sarpy representatives with 24-7 electronic access to the Papillion Fire building and office designated for the Sarpy 911 Backup Center, as needed, and agrees to immediately inform Sarpy of any changes in procedure for building or office access.

4. Sarpy will utilize computers and store some radio equipment at the Sarpy 911 Backup Center. The Sarpy equipment shall be clearly labeled so that both Parties can identify and distinguish the Sarpy equipment from the Papillion Fire equipment. Once the Sarpy equipment is placed within the office, unless an emergency situation arises, Papillion Fire will not use or relocate the Sarpy equipment without advance permission from the Sarpy 911 Director or designee.

5. Papillion Fire shall provide electrical, cable internet, and telephone connections to the Sarpy 911 Backup Center office. All costs associated with such utilities will be the responsibility of Papillion Fire.

OTHER TERMS:

6. **Term and Termination.** This Agreement shall be effective upon execution by both Parties and shall continue in effect until such time as terminated by the Parties. This Agreement may be terminated by either Party by giving written notice to the other Party at least 60 days in advance of termination. Upon the termination of this Agreement, Sarpy shall promptly remove its equipment from Papillion Fire’s premises and cooperate with Papillion Fire in returning the office to its pre-Agreement condition.

7. **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.

8. **Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska.

9. **Amendment/Merger/Assignment.** This Agreement constitutes the entire agreement
between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement. This Agreement may not be assigned or transferred, whether voluntarily or by operation of law, nor may any of the duties and responsibilities be assigned or transferred, whether voluntarily or by operation of law, without prior written consent of each non-assigning Party.

10. **Indemnification.** Each Party will indemnify, defend and hold harmless ("Indemnifying Party") the other Party ("Indemnified Party") and said Indemnified Party’s officers, officials, employees and agents from any and all liability, expense, cost, attorney’s fees, claim, judgment, suit and or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the Indemnified Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the Indemnified Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The Indemnified Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party’s sovereign immunity. A Party’s liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

11. **Insurance.** Prior to placing its computer and 800 MH radio, or any other equipment, in the designated Sarpy 911 Backup Center office for 911 training and emergency backup operations, Sarpy shall provide to Papillion Fire satisfactory evidence of general liability insurance coverage in the form of a Certificate of Insurance, which Certificate of Insurance names Papillion Fire, its employees and officials as additional named insureds. All coverage, as follows, shall be maintained through the life of this Agreement and shall include, as a minimum: General Liability - $1,000,000 Bodily Injury and Property Damage (Combined Single Limit) with $2,000,000 GL annual aggregate. Such insurance Certificate shall specify that should such policy be cancelled before the expiration date thereof, notice will be delivered to Papillion Fire in accordance with the policy provisions. Sarpy also shall be responsible for obtaining property and casualty insurance to cover its own equipment (e.g., computer and 800 MH radio) stored at the Sarpy 911 Backup Center; Papillion Fire will not be responsible for any loss, cost, expense, damage, liability or claims with regard to such equipment stored by Sarpy at such location unless such loss, cost, expense, damage, liability or claim is the direct result of Papillion Fire’s negligence.

12. **Dispute Resolution.** Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Party's authorized representatives shall schedule a
face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties shall meet in this manner to attempt to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Party may commence a legal action against the other Party in a proper court of their jurisdiction.

13. **Authorized Representatives for Notice.** The following authorized representatives for each Party are available as a point of contact for any inquiries related to the performance of this Agreement. The Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and thereafter, the following named individuals shall be the authorized point of contact of the Parties. Any Party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Party.

   a. For Sarpy County:
      Sarpy County Communication Director
      1210 Golden Gate Drive
      Papillion, NE 68046
      402-593-2283

   b. For Papillion Fire:
      Papillion Fire Chief
      Papillion Fire Department Station #1
      10727 Chandler Road
      La Vista, NE 68128
      Phone: 402-339-8617

   c. Alternate for Sarpy County:
      Sarpy County Assistant Communication Director
      1210 Golden Gate Drive
      Papillion, NE 68046
      402-593-2283

   d. Alternate for Papillion Fire:
      Papillion Fire Deputy Chief
      Papillion Fire Department Station #1
      10727 Chandler Road
      La Vista, NE 68128
      Phone: 402-339-8617

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. **Good Faith.** Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

17. **Nondiscrimination.** The Parties, in the performance of this Agreement, shall not discriminate in violation of Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not 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 race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.

18. **Nonwaiver.** The failure of any Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, conditions, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon any Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

19. **Third Party Rights.** This Agreement does not create any third-party rights for those who are not a Party to this Agreement.

20. **Independent Contractor.** It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the Parties or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or
servants shall be entitled to any benefits of the other. The Parties shall not provide any workers’ compensation insurance coverage to the other or their employees. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers’ compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

21. **Force Majeure.** Except as may be otherwise specifically provided in this Agreement, no Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party’s performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party’s performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit or other material failures, shortages or unavailability or other delay in delivery not resulting for the responsible Party’s failure to timely place orders thereof; lack of or delay in transportation; changes to any of the following: government codes, ordinances, laws, rules, regulations or restrictions, as to which either Party’s compliance is necessary to carry out the terms and conditions of this Agreement; war or civil disorder; or any other cause beyond the reasonable control of such Party. The Party claiming relief under this section shall promptly notify the other Parties in writing of the existence of the event relied on and the cessation or termination of said event.

22. **Drug Free Workplace Policy.** Each Party agrees that it will operate a drug free workplace in accordance with State guidelines and has implemented a drug-free workplace policy.

23. **Conflict of Interest.** Pursuant to Neb. Rev. Stat. § 23-3113 (Reissue 2012), 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 or the performing of either Parties’ obligations pursuant to this Agreement which affects his or her personal interest, or any 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 Agreement or the proceeds thereof.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

25. **New Employee Work Eligibility.** 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 of 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 or lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Neither Party to this Agreement is an individual or sole proprietorship, therefore neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 to 4-113.

IN WITNESS WHEREOF, we the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, executed in counterparts on the dates indicated with the signatures below.

[Signatures on Following Pages]
Executed by Sarpy County this 7th day of June, 2016.

COUNTY OF SARPY, NEBRASKA
By the Sarpy County Board of Commissioners

[Signature]
Chairman

Approved as to form:

[Signature]
Deputy Sarpy County Attorney
Executed by the City of Papillion this 17th day of May, 2016.

CITY OF PAPILLION, NEBRASKA,
By the Mayor of Papillion

[Signature]
David P. Black, Mayor

Approved as to form:

[Signature]
City Attorney
RESOLUTION NO. R16-0057

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, specifically, Neb. Rev. Stat. § 13-801 et seq., as amended, enables separate political subdivisions 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, on October 30, 2012, Sarpy County entered into an Interlocal Agreement with the County of Douglas which provides for the sharing of the use, cost, and configuration of a Regional 911 Backup Center capable of handling 911 emergency calls in the event that there would be a technical, mechanical or building failure at any of the primary 911 Centers, ("Regional 911 Backup Center Agreement"); and

WHEREAS, it will take some time to have the Regional 911 Backup Center operational and Sarpy County needs a transitional backup space. The Parties agree that it is to the benefit of the residents of Sarpy County and Papillion Fire for Sarpy County to have a transitional 911 backup space. Further, Papillion Fire has office space available for Sarpy County to utilize as a transitional backup space. To that end, the Parties agree that Sarpy County may utilize an office and Sarpy County's own computers within the Papillion Fire building, identified as Papillion Fire Station 2, located at 11749 South 108th Street, La Vista, Nebraska, and may store some radio equipment at such location (the "Sarpy 911 Backup Center"); and

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Papillion to approve the Interlocal Cooperation Agreement for Establishment of a Sarpy 911 Backup Center.

PASSED AND APPROVED THIS 17th DAY OF MAY, 2016.

CITY OF PAPILLION, NEBRASKA

[Signature]
David P. Black, Mayor

ATTEST:

[Signature]
Elizabeth Butler, City Clerk

(SEAL)