RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE INTERLOCAL
COOPERATION ACT AGREEMENT BETWEEN SARPY COUNTY AND CITY OF SPRINGFIELD FOR
CONSTRUCTION ENGINEERING SERVICES

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; 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., an Interlocal Cooperation Act Agreement has been proposed between City of Springfield and Sarpy County for the Sarpy County Public Work's construction engineering services including review of construction plans and testing on Phase 1 of the Springfield Pines Subdivision (Sanitary and Improvement District 311) as 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 2nd day of August, 2016.

Sarpy County Board Chairman

[Signature]

County Clerk

[Signature]
Memo

TO: Sarpy County Board of Commissioners
FROM: Patrick M. Dowse, P.E., Engineering Manager
DATE: 07/27/2016
RE: Resolution Authorizing Inter-local Cooperation Agreement between Sarpy County and City of Springfield for construction engineering services, Springfield Pines Subdivision # 311.

I recommend approval of above mentioned Resolution and Inter-local Cooperation Act Agreement between Sarpy County and the City of Springfield, for construction engineering services, including review of construction plans and testing on Phase I of the Springfield Pines Subdivision (Sanitary and Improvement District # 311).

If you have any questions, please feel free to contact me at (402) 537 – 6917.

PD/dg
INTERLOCAL COOPERATION AGREEMENT
SARPY COUNTY PUBLIC WORKS THIRD PARTY ENGINEER REVIEW

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska, (hereinafter "County"), and the City of Springfield, Nebraska, (hereinafter "City").

WHEREAS, County is a duly existing body politic and corporate in accordance with and by virtue of the laws of the State of Nebraska; and,

WHEREAS, City is a duly existing body politic and corporate in accordance with and under the laws of the State of Nebraska; and,

WHEREAS, City desires to enter into a contract with the Sarpy County Public Works Department for construction engineering services including the review of construction plans and testing on Phase 1 of the Springfield Pines Subdivision (SID 311).

NOW, THEREFORE, in consideration of the recitals above made and in further consideration of the promises and agreements that follow, it is agreed between County and City as follows:

(1) COMMENCEMENT DATE. This Agreement shall begin on the 22nd day of June, 2016, notwithstanding the fact that the execution thereof may occur on a date later than such date. Each party hereto represents and declares that it has, by act of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties or obligations contained herein.

(2) TERMINATION DATE. This Agreement shall end upon the completion of such services rendered on Phase 1 of the Springfield Pines Subdivision, or upon thirty (30) days written cancellation notice by either party to the other, this Agreement shall cease. Any payment due and owing by one party to the other shall be made prior to the cancellation of this Agreement.

(3) SCOPE OF SERVICES BY COUNTY. Beginning on the commencement date, County hereby agrees to provide the following services for City:

A. Review all construction plans submitted for Phase 1 of the Springfield Pines Subdivision and provide the City with review comments and recommendations;
B. Review all construction testing results and provide the City with review comments and recommendations;
C. Maintain facilities and supplies as are necessary or required to provide the services that are subject of this Agreement;
D. Maintain sufficient personnel who are trained to provide the services that are the subject of this Agreement;
E. From time to time, as necessary, meet with City for the purpose of information sharing to include the assessment and delivery of the services, updating of services or personnel, and general problem solving; and
F. Maintain such types, kinds and amounts of insurance to insure its risk of loss to property or persons as County, in its sole discretion, deems necessary or required; and, to hold City harmless from expense to the City resulting from County's negligent acts or the negligent acts of its personnel.
(4) **DUTIES OF CITY.** In return for the services in paragraph (3) above, City does hereby agree to be responsible for the following:

(A) To provide County with construction plans and testing results as they are made available to City;

(B) Maintain facilities, supplies and personnel as may be necessary to carry out or implement City’s duties and obligations established herein;

(C) From time to time, as necessary, meet with County for the purpose of information sharing to include the assessment and delivery of the services, updating of services or personnel, and general problem solving; and,

(D) Maintain such types, kinds and amounts of insurance to insure its risk of loss to property or persons as City, in its sole discretion, deems necessary or required; and, to hold County harmless from expenses to the County resulting from City’s negligent acts or the negligent acts of its personnel;

(5) **FEES.** The City shall pay County $._50_ per hour for services rendered. County shall submit detailed invoices to the City on a monthly basis and City shall remit payment within thirty (30) days.

(6) **AUTHORITY TO CONTRACT.** Each party to this Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into the Agreement, found at Neb. Rev. Stat. §13-801, et seq. (Reissue 2012).

(7) **GOVERNING LAW AND ASSIGNMENT.** This Agreement is executed in the State of Nebraska, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Nebraska. This Agreement is non-assignable. If any portion of this Agreement is declared illegal or void, the remainder of the Agreement shall remain in full force and effect.

(8) **BREACH.** Should either Party breach, violate or abrogate any term, condition, clause, or provision of this Contract, the non-breaching Party may, at its discretion, terminate this Contract forthwith, upon written notice to the other. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

(9) **OTHER OBLIGATIONS.**

(A) Pursuant to Neb. Rev. Stat. § 13-804(5) (Reissue 2012), 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.

(B) The Parties hereto promise and agree to comply with all Federal and State laws and County ordinances, and such rules and other regulations which may apply to this Contract, including but not limited to those set forth herein.

contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex.

(10) **NO CONTRACT SOLICITATION.** County and City warrant that they have neither employed nor retained any company or person, other than a bona fide employee working for County or City, to solicit or secure this Contract. The Parties further warrant that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City and County shall have the right to annul this Contract without liability, or in their discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(11) **HOLD HARMLESS.** The Parties agree that they shall save and hold the other Party, its elected and appointed officials, officers, employees and agents, harmless from any and all claims, costs, loss or liability, of whatever type and kind, which may arise or allegedly arise from their activities associated with the performance of this Contract, whether due to their negligent or intentional activities.

(12) **CONFLICT OF INTEREST.** Pursuant to Neb. Rev. Stat. § 23-3113 (Reissue 2012), the Parties hereto declare and affirm that no officer, member, or employee of City or County, and no member of their governing bodies, and no other public official of City or County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of either Parties’ obligations pursuant to this Contract, shall participate in any decision relating to this Contract 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 of City or County, nor any member of their governing bodies, have any interest, direct or indirect, in this Contract or the proceeds thereof.

(13) **ASSIGNMENT.** Neither the County nor the City shall assign or transfer its interest in this Agreement without the written consent of the other Party.

(14) **SAVINGS CLAUSE.** It is understood and agreed by the Parties hereto that if any part, term, condition, or provision of this Contract is held to be illegal or in conflict with any law of this State 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 Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provision held to be invalid.

(15) **RESIDENCY VERIFICATION CLAUSE.** The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114 (Reissue 2012). 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.

(16) **SCOPE OF AGREEMENT.** This Contract contains the entire Contract between the Parties, and there are no other written or oral promises, contracts or warrants which may affect it, except as contained herein. This Contract cannot be amended except by written Contract of both Parties. This Contract does not establish any separate legal or administrative entity.
NOTICE. Notice to the Parties shall be given in writing to the agents for each Party named below:

County: Dennis Wilson
Sarpy County Engineer
15100 South 84th Street
Papillion, NE 68046

City: Kathleen Gottsch
Springfield City Administrator
P.O. Box 189, 170 North 3rd Street
Springfield, NE 68059

IN WITNESS WHEREOF, we the contracting Parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 2nd day of August, 2016.

CITY OF SPRINGFIELD:

Attest

Mayor

SEAL

City Clerk

COUNTY OF SARPY:

Attest

Sarpy County Board Chairman

SEAL

County Clerk

Approved as to form:

Sarpy County Attorney
RESOLUTION
2016-17

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska, as follows:

WHEREAS, the City of Springfield and Sarpy County wish to enter into an Interlocal Agreement for construction engineering services to be provided by Sarpy County Public Works; and

WHEREAS, services shall include Sarpy County Public Works review of construction plans and testing results for Phase 1 of the Springfield Pines Subdivision, as well as submitting review comments and recommendations to the City; and

WHEREAS, all parties enter into this agreement by authority of the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., (Reissue 2012); and

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City of Springfield, Nebraska, by a majority vote resolved, that the Interlocal Agreement with Sarpy County is hereby approved and that the Mayor is hereby authorized to enter into said agreement attached hereto as Exhibit "A."

Introduced and Passed June 21, 2016.

Ayes 4
Nays 0
Abstain 0
Absent 0

Approved:

Mayor

Attest:

City Clerk