

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 18, 2014 AGENDA**

| Subject: | Type: | Submitted By: |
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| INTERLOCAL COOPERATION AGREEMENT — UNIFIED 911 COMMUNICATIONS SYSTEM | ◆ RESOLUTION ORDINANCE RECEIVE/FILE | BRENDA S. GUNN CITY ADMINISTRATOR |

SYNOPSIS

A resolution has been prepared to establish a unified 911 communications system via interlocal cooperation agreement between Sarpy County and the cities of Bellevue, Papillion, La Vista, Gretna and Springfield.

FISCAL IMPACT

From the date of this agreement until June 30, 2017, the Sarpy cities shall pay 22.5% of Sarpy County's 911 services' costs attributed to Sarpy County pursuant to an interlocal agreement between Douglas County and Sarpy County to provide 911 communications services. Beginning July 1, 2017 Sarpy County shall issue one common levy across all of Sarpy County to pay Sarpy County's 911 communications services' costs and the Sarpy cities shall no longer be responsible for any costs associated with 911 communications.

RECOMMENDATION

Approval subject to approval of Sarpy County and all of the cities in Sarpy County.

BACKGROUND

On September 7, 2010, the Sarpy County Board of Commissioners sent the five cities in Sarpy County a Notice of Termination indicating their intent to stop providing 911 communication services to the citizens who lived within the corporate boundaries of cities within Sarpy County, effective on January 1, 2012.

As the cities searched for alternative 911 options, the possibility of contracting with Douglas County to provide 911 communication services was explored. During the exploration process, Douglas County suggested that the best solution may be one 911 communication services center serving both counties.

In November 2011, a new interlocal cooperation agreement for 911 services was approved by Sarpy County and the Sarpy County cities. This agreement included a requirement that all parties conduct a study with Douglas County to determine if the services being provided by Sarpy County could be better provided jointly and cooperatively with other public bodies on a regional basis. In accordance with this agreement, in December 2011, the Sarpy and Douglas County Boards, along with the City of Omaha and the Sarpy Cities, engaged the services of the University of Nebraska Public Policy Center to conduct an independent feasibility study to look at the potential of a combined Sarpy and Douglas 911 Center.

On January 23, 2013, the University released their findings. Among the many conclusions in the report, two key findings were identified:

- 1) A combined Sarpy and Douglas County 911 Center is possible and projected to save \$20 million in capital costs and \$2 million per year in operational costs; and
- 2) The per-call cost average in Sarpy County is currently \$69.83 per call and only \$17.14 per call in Douglas County.

The study recommended moving forward with one combined 911 center. Upon release of the study, elected officials from both counties directed their chief appointed officers to begin meeting in order to provide a plan for the structure of a combined 911 center.

On December 16, 2013, the chief appointed officers presented a plan to members of both county boards and Mayors from the cities of Omaha, Bellevue, Papillion, La Vista, Gretna, and Springfield.

On March 5, 2014, a second study by the Matrix Group was released, as commissioned by the Sarpy County Board of Commissioners. Among the many findings in the Matrix Study, it was determined that Sarpy 911 Dispatch was not meeting national standards. The Matrix study also calls for Sarpy County to consider a 911 communication services merger with Douglas County.

Proposed Interlocal Cooperation Agreement

Early in the discussions, Douglas County expressed a preference that there be one agreement (*with Sarpy County*) instead of multiple agreements (*with each individual entity*). As a result, the cities and Sarpy County have been working together to identify a means to accomplish this. As proposed, the Interlocal Cooperation Agreement would create a new joint entity, specifically, the Sarpy County Public Safety Communications Agency. The purposes of the joint entity are identified as follows:

- (a) To make efficient use of the Members' powers by enabling them to cooperate with each other and other political subdivisions on a basis of mutual advantage and thereby 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 the local communities;
- (b) To establish a unified 911 communications system that will professionally and expeditiously handle requests for emergency response from the Members' citizens, to dispatch the Members' public safety agencies in a manner prescribed by the public safety agencies, and to provide public safety support to citizens and the public safety agencies within the Members' jurisdictional boundaries; and
- (c) To provide or contract for the acquisition, finance, construction, and operation of a unified 911 communications system to provide emergency and public safety communications, including communications services related to law enforcement, fire management, ambulance, emergency medical, road maintenance, school transportation, public utilities, homeland security, and emergency management and disaster relief services.

The creation of the Agency would establish a six member board including the Mayors of the five Sarpy County cities and the Sarpy County Board Chair. While details regarding the specific powers of the Agency are fully described in the attached Interlocal Cooperation Agreement, highlights of the authority include:

- (a) to sue and be sued;
- (b) to make and execute contracts;
- (c) to make and amend and repeal bylaws, rules, and regulations;
- (d) to make all necessary rules and regulations governing the use, operation, and control of a 911 communications system;
- (e) to establish just and equitable rates or charges for the use of the 911 communications system, any property or equipment associated therewith, or any services provided in connection with said system;

- (f) to purchase, plan, develop, construct, equip, maintain, and improve a 911 communications system;
- (g) to acquire, hold, use, and dispose of any reserves derived from the operation of a 911 communications system;
- (h) to acquire, hold, use, and dispose of other personal property for the purposes of the Agency;
- (i) to provide 911 communications services within the jurisdictional boundaries of the Members and in coordination with other political subdivisions
- (j) to contract with and compensate consultants for professional services;
- (k) to provide for a system of budgeting, accounting, auditing, and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;
- (l) to borrow money, make and issue negotiable bonds, certificates, bond participation notes, refunding bonds and notes; and to secure the payment of such bonds, certificates, refunding bonds and notes;
- (m) to hire employees, fix their compensation, benefits, personnel rules, and regulations, and terminate their employment; and
- (n) to borrow money and accept grants, contributions, property or loans from, and enter into contracts, leases, or other transactions with other political subdivisions.

For budget purposes, the Agency created pursuant to this Interlocal Cooperation Agreement will serve as a recommending body to the Sarpy County Board who will maintain the final authority for the budget. Any bonds issued by the Agency will require approval by resolution of at least two-thirds of the Sarpy Cities' governing bodies.

What would the new unified 911 arrangement look like?

This decision is up to the members of the Sarpy and Douglas County Boards of Commissioners. The greatest long-term savings can be realized with one combined 911 center located in Douglas County. The Matrix study offers a couple of different options.

The projected cost to construct and operate a single 911 center would be divided between the two counties on a population basis. Douglas County has 76% of the population and Sarpy County has 24% of the population.

The proposed Interlocal Cooperation Agreement between Sarpy County and the Sarpy Cities will establish a separate public Agency, which will operate or propose to operate 911 communication services. In turn, the Agency will authorize Sarpy County to operate the 911 communication services for Sarpy County and the Sarpy Cities through a Management Agreement. In a separate Interlocal Agreement between Douglas County and Sarpy County, Sarpy County will delegate the 911 communications operations for Sarpy County and the Sarpy Cities to Douglas County. Douglas County would then operate the 911 communications center for all of Douglas and Sarpy Counties.

The proposed Interlocal Agreement creating the Agency will also establish the Sarpy Cities' total contributions to Sarpy County for the operations of the 911 communication services through June 30, 2017. Specific contribution terms for each Sarpy City will be set forth in separate service agreements between the Sarpy Cities and the Agency.

What are the financial implications?

The study from the University of Nebraska clearly shows substantial cost savings that can be realized by creating a combined center. This includes a projected \$20 million capital cost savings, and a \$2 million annual saving in operating costs.

A comparative analysis shows that the per-call cost average for 911 calls is \$68.83 in Sarpy County and \$17.14 in Douglas County.

Will public safety be compromised?

No. The paid professional public safety personnel (i.e. police and fire departments) in Sarpy County have indicated that they are not concerned that there will be a decrease in public safety.

Who would operate the combined 911 center?

Douglas County would operate the new combined center.

What is the timeline for agreements? Implementation?

The timeline for Douglas and Sarpy Counties to reach an Interlocal Agreement is yet to be determined by their boards. Estimates indicate implementation of a unified regional 911 center is at least two years away or possibly as far as five years away.

Finally, combining 911 centers is not a new or unique idea. Locally, there was a previous merger of 911 centers in Sarpy County in 1994. The legislative guidelines and recommendations for a regionalized approach to emergency communication services were most recently updated in 2006, and go back as far as the Public Safety Communications Act in 1999.

ATTACHMENTS

1. Resolution
2. Interlocal Cooperation Act Agreement Creating the Sarpy County Public Safety Agency

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE ALL NECESSARY DOCUMENTS TO FACILITATE THE INTERLOCAL COOPERATION ACT AGREEMENT CREATING THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY ON BEHALF OF THE CITY OF LA VISTA

WHEREAS, as a means of establishing a unified 911 communications system, the proposed Interlocal Cooperation Act Agreement ("Agreement") between Sarpy County, Bellevue, Papillion, La Vista, Gretna and Springfield (collectively, the "Members") will establish a separate public Agency, specifically the Sarpy County Public Safety Communications Agency ("Agency"), pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq., which will operate or propose to operate 911 communications services; and

WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 emergency communications systems further the public interest and protect the health, safety, and welfare of the people of Nebraska, and the Members agree with such finding and agree that they should strive to create the most efficient form of 911 emergency communications systems, including, but not limited to, law enforcement, fire, rescue, and other emergency dispatch and informational communications (the "911 communications"); and

WHEREAS, the Members will enter into service agreements with such Agency, as authorized by the Nebraska Public Safety Communication System Act, Neb. Rev. Stat. § 86-401 et seq., as amended; and

WHEREAS, the Members desire to set forth in the Agreement their respective understandings and agreements with regard to the creation of the Agency and operation of the unified 911 communications system, and to set forth their respective rights, duties and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of La Vista that the Interlocal Cooperation Act Agreement creating the Sarpy County Public Safety Agency between Sarpy County, Bellevue, Papillion, La Vista, Gretna and Springfield is hereby accepted and approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to sign and execute all necessary documents to facilitate the Interlocal Cooperation Act Agreement creating the Sarpy County Public Safety Communications Agency on behalf of the City of La Vista.

PASSED AND APPROVED THIS 18TH DAY OF MARCH, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**INTERLOCAL COOPERATION ACT AGREEMENT
CREATING THE
SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY**

THIS INTERLOCAL COOPERATION ACT AGREEMENT (the "Agreement") is made by and between the County of Sarpy, Nebraska ("Sarpy County"), the City of La Vista, Nebraska, the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, and the City of Gretna, Nebraska (collectively, the "Members").

WHEREAS, the Legislature of the State of Nebraska has made an express finding that 911 emergency communications systems further the public interest and protect the health, safety, and welfare of the people of Nebraska, and the Members agree with such finding and agree that they should strive to create the most efficient form of 911 emergency communications systems, including, but not limited to, law enforcement, fire, rescue, and other emergency dispatch and informational communications (the "911 communications"); and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 2007) (the "Interlocal Cooperation Act"), authorizes cities and counties to cooperate on the basis of mutual advantage to thereby provide for services and facilities, in a manner and pursuant to forms of governmental organization that will accord with the geographic, economic, population and other factors influencing the needs and development of the local communities; and

WHEREAS, each and every Member is a political subdivision, organized and existing under the laws of the State of Nebraska; and

WHEREAS, the Members desire to cooperate to establish a unified 911 communications system to handle the requests for emergency response from the citizens of Sarpy County and to provide public safety support to the needs of the citizens and the public safety agencies within Sarpy Counties; and

WHEREAS, as a means of establishing a unified 911 communications system, the Members desire to create a new joint entity pursuant to the Interlocal Cooperation Act, specifically the Sarpy County Public Safety Communications Agency (the "Agency"), and to enter into service agreements with such Agency, as authorized by the Nebraska Public Safety Communication System Act, Neb. Rev. Stat. § 86-401 et seq. (Reissue 2007), as amended (the "PSCS Act"); and

WHEREAS, the Members desire for the Agency to enter into an Interlocal Cooperation Agreement with Sarpy County for the purpose of managing and operating a unified 911 communications system to serve the Members of the Agency; and

WHEREAS, the Members desire to set forth in this Agreement their respective understandings and agreements with regard to the creation of the Agency and operation of the unified 911 communications system, and to set forth their respective rights, duties and obligations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I.

CREATION OF THE SARPY COUNTY PUBLIC SAFETY COMMUNICATIONS AGENCY

Pursuant to the Interlocal Cooperation Act, the Members hereby create the Agency, which shall constitute a separate body corporate and politic under the provisions of the Interlocal Cooperation Act. The Agency shall be subject to the control of the Members in accordance with the terms of this Agreement. The governing body of each Member shall have approved this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the Agency's office, the location of which shall be determined by the Agency Board. The Agency's existence shall commence upon the execution of this Agreement by all of the Members ("Effective Date").

SECTION II.

PURPOSES OF THE AGENCY

The purposes of the Agency are as follows:

(a) To make efficient use of the Members' powers by enabling them to cooperate with each other and other political subdivisions on a basis of mutual advantage and thereby 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 the local communities;

(b) To establish a unified 911 communications system that will professionally and expeditiously handle requests for emergency response from the Members' citizens, to dispatch the Members' public safety agencies in a manner prescribed by the public safety agencies, and to provide public safety support to citizens and the public safety agencies within the Members' jurisdictional boundaries; and

(c) To provide or contract for the acquisition, finance, construction and operation of a unified 911 communications system to provide emergency and public safety communications, including communications services related to law enforcement, fire management, ambulance, emergency medical, road maintenance, school transportation, public utilities, homeland security, and emergency management and disaster relief services.

SECTION III.

ORGANIZATION

(a) Agency Board Members. The Agency shall be governed by a Board consisting of the Chair of the Sarpy County Board, or his or her designee, and the Mayors of the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield, and the City of Gretna, or their respective designees, each of whom shall be a voting member of the Agency Board.

(b) Voting. Each Member of the Board shall have one vote on all matters before the Agency Board.

(c) Quorum. A majority of all members of the Agency Board shall constitute a quorum for the transaction of any Agency business.

(d) Officers. The Chair of the Sarpy County Board shall serve as the Agency Board's Chair. The Mayors of the represented Members shall serve as the Agency Board's Secretary on an annual rotating basis.

(e) Agency Treasurer. The County Treasurer of Sarpy County shall serve as the Agency Board's Treasurer, and shall have no voting privileges.

(f) Meetings and Notice. The Agency Board shall meet as needed but at least annually, and notice of such meetings shall be posted with each Member to this Agreement. The meetings will be scheduled and conducted pursuant to the Nebraska Open Meetings Act and minutes for such meetings will be recorded and provided as required by law.

(g) Legal Counsel. The Sarpy County Attorney shall serve as the Agency Board's legal counsel.

SECTION IV.

DURATION

The Agency shall have an initial term of twenty-five (25) years, commencing on the effective date of this Agreement. This Agreement shall automatically renew for additional ten (10) year terms; provided, however, if after bonds have been issued by the Agency and retired prior to the conclusion of the initial term of this Agreement and all contractual obligations of the Agency have been satisfied, this Agreement and the existence of the Agency may be dissolved at the recommendation of the Agency Board and approval of at least five of the Members' governing bodies.

SECTION V.

ALLOCATION OF COSTS AND SERVICE AGREEMENT

The Members shall finance and contribute all costs necessary to fund the establishment, organization and operating expenses of the Agency and the unified 911 communications system for the Members throughout the term of this Agreement. The Members hereby agree to enter into one or more service agreements with the Agency, as authorized by the PSCS Act and any amendments thereto, for all purposes stated herein and in order to provide amounts payable with respect to debt service on bonds to be issued by the Agency to pay its portion of the costs of a unified 911 communications system. Such expenses shall be shared by the Members pursuant to the relevant service agreement(s).

As part of those service agreements, the Members agree that from the date of this Agreement until June 30, 2017, the Sarpy cities shall pay 22.5% of Sarpy County's 911 communications services' costs attributed to Sarpy County pursuant to an Interlocal Agreement between Douglas County and Sarpy County to provide 911 communications services. Beginning July 1, 2017, Sarpy County shall issue one common levy across all of Sarpy County to pay 100% of Sarpy County's 911 communications services' costs and the Sarpy cities shall no longer be responsible for any costs associated with 911 communication services.

SECTION VI.

POWERS

The Agency shall have such powers as are allowed by the Interlocal Cooperation Act, and any amendments thereto, and the PSCS Act, including, but not limited to, the powers:

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to exercise its powers, including service agreements as provided by the PSCS Act and any amendments thereto and Interlocal Cooperation Agreements to contract for the acquisition, finance, construction and operation of a unified 911 communications system;
- (d) from time to time, to make and amend, and repeal bylaws, rules and regulations, not inconsistent with the Interlocal Cooperation Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation and control of a 911 communications system;
- (f) to establish just and equitable rates or charges for the use of the 911 communications system, any property or equipment associated therewith, or any services provided in connection with said system;
- (g) to purchase, plan, develop, construct, equip, maintain and improve a 911 communications system, including the lease or acquisition of real estate or rights therein by gift, grant, purchase or condemnation as necessary for the construction and operation of such a system;
- (h) to acquire, hold, use and dispose of any reserves derived from the operation of a 911 communications system;
- (i) to acquire, hold, use and dispose of other personal property for the purposes of the Agency;
- (j) to provide 911 communications services within the jurisdictional boundaries of the Members and in coordination with other political subdivisions, the state of Nebraska, the United States of America and any agency thereof;
- (k) to make or cause to be made engineering studies and surveys necessary or useful and convenient to carrying out the functions of the Agency;
- (l) to contract with and compensate consultants for professional services including, but not limited to architects, engineers, planners, lawyers, accountants, and others the Agency Board finds necessary or useful and convenient to the stated purposes of the Agency;
- (m) to provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;

(n) to consult with representatives of Federal, State and local agencies and departments and their officers and employees and to contract with such agencies and departments for services and equipment as needed for the 911 communications system;

(o) to exercise such other powers as are available under applicable law;

(p) to borrow money, make and issue negotiable bonds, certificates, bond participation notes, refunding bonds and notes, all in accordance with Neb. Rev. Stat. §§ 13-808 through 13-824, of the Interlocal Cooperation Act, and any amendments thereto, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues and any other funds or property which the Agency has a right to, or may hereafter have the right to pledge for such purposes;

(q) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(r) to receive payments for the use of the 911 communications system and associated equipment and property;

(s) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;

(t) to employ a manager and operator which may be a political subdivision or other entity or person and which may exercise such of the Agency's powers as shall be determined by contract and as determined by the Agency Board from time to time; and

(u) to borrow money and accept grants, contributions, property or loans from, and enter into contracts, leases, or other transactions with other political subdivisions, the State of Nebraska, the United States of America and any agency thereof.

SECTION VII.

COOPERATION FROM MEMBERS

The Members agree to respond to reasonable requests to make information available to the Agency for the purposes of this Agreement, and to assure that any engineers and consultants hired by the Members release to the Agency materials, data and other items pertinent to this Agreement.

SECTION VIII.

BUDGETING

Prior to April 30 of each year, the Agency Board shall prepare a proposed annual budget for the fiscal year, July 1 through June 30, to be approved by the Sarpy County Board of Commissioners.

The Sarpy County Board of Commissioners shall be the final approving authority on the annual budget related to the establishment, operation, and maintenance of a unified 911 communications system.

SECTION IX.

BONDING

Notwithstanding any other terms hereof to the contrary, the Agency shall not issue any bonds or other form of indebtedness without prior approval by resolution of at least two-thirds of the Members' governing bodies.

SECTION X.

NOT FOR PROFIT

It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

SECTION XI.

MANNER OF ACQUIRING AND HOLDING PROPERTY

The Agency Board may lease, purchase, or acquire by any lawful means from a Member or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency; provided, however, that any property, personal or real, which is contributed by and titled to a Member, may be used by the Agency, but such property shall remain titled to the Member.

All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Agency Board and executed by the Chairman on behalf of the Agency.

SECTION XII.

DISSOLUTION

Upon complete dissolution of the Agency, all assets and liabilities of the Agency shall be distributed to the Members on an equitable basis.

SECTION XIII.

AMENDMENT OF AGREEMENT

This Agreement may be amended upon approving resolutions adopted by the governing body of each Member that approved this Agreement.

SECTION XIV.

MISCELLANEOUS PROVISIONS

(a) **Separate Legal Entities.** This Agreement shall be construed to have created a separate legal entity.

(b) **Indemnification.** Each Member agrees to release, indemnify and hold harmless ("Indemnifying Member") each other Member ("Indemnified Member") and said Indemnified Member's officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligence, acts or omissions of the Indemnifying Member, or the officers, officials, employees, agents or contractors of the Indemnifying Member related to or arising out of the establishment, operation or maintenance of the unified 911 communications system contemplated herein.

(c) **Governmental Subdivision.** Except as provided herein, each Member shall maintain its autonomy and indebtedness as a governmental subdivision. This Agreement shall not relieve any Member of any obligations or responsibility imposed upon it by law except to the extent of actual and timely performance by the Agency as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.

(d) **Modifications.** That no modification, termination or amendment of this Agreement may be made except by written agreement signed by all of the Members.

(e) **Severability.** In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

(f) **Entire Agreement.** The entire agreement between the Members hereto is contained in this Agreement, and this Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by Members subsequent to the date hereof. All schedules, exhibits, lease or sublease agreements, documents of transfer or conveyance, and other documents or instruments now or hereafter adopted or executed by any of the Members to carry out this Agreement shall be incorporated into and become part of this Agreement by this reference.

(g) **Assignment.** This Agreement may not be assigned by any Member without express written consent of all of the Members.

(h) **Further Assurances.** From and after the Effective Date of this Agreement, the Members agree to cooperate with each other and will use commercially reasonable efforts to implement the transactions contemplated by this Agreement. Each Member, at any time and from time to time, upon request by any other Member and without further consideration, shall take or cause to be taken such actions and execute, acknowledge and deliver, or cause to be executed,

acknowledged and delivered, such additional assurances as may be required and reasonably requested for confirming and accomplishing the matters and transactions hereunder. Such assurances shall be in the form and content satisfactory to the requesting and responding Members, without increasing or extending any cost, duty or liability of the responding Member.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.

(j) Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each Member agrees that it and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin; and (ii) one or more of the Members is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the Members.

(k) Remedies. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Members agree that any Member shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

IN WITNESS WHEREOF, the Members have caused this Interlocal Cooperation Agreement to be executed by the duly authorized officers on the last date and year written below.

SARPY COUNTY, NEBRASKA

Date: _____

Chairman of Board of Commissioners

Attest:

County Clerk

CITY OF BELLEVUE

Date: _____

Rita Sanders, Mayor

Attest:

Kay Dammast, City Clerk

CITY OF PAPILLION

Date: _____

Attest:

Elizabeth Butler, City Clerk

David P. Black, Mayor

CITY OF LA VISTA

Date: _____

Attest:

Pamela A. Buethe, CMC
City Clerk

Douglas Kindig, Mayor

CITY OF GRETNA

Date: _____

Attest:

Tammy Tisdall, City Clerk

Jim Timmerman, Mayor

CITY OF SPRINGFIELD

Date: _____

Attest:

Kathleen Gottsch, City Clerk

Michael Dill, Mayor