

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into by and between THE HOUSING AUTHORITY OF THE CITY OF LINCOLN, NEBRASKA (hereinafter referred to as “LHA”) and the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as “City”).

RECITALS

A. The Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et. seq.* (the “Act”), provides that two or more public entities may enter into an agreement for joint cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act, and no separate legal or administrative entity is created under this Agreement.

B. LHA owns or provides property management services for the apartment project identified as the Wood Bridge Apartments and Townhomes Project (the “Project”) which is bordered on the north by a stream channel that accepts the drainage of surface water generally from the north and east of the Project (the “Channel”). The Channel is eroding its banks, placing the Project at risk for damage and needs remedied.

C. The City desires to rehabilitate the Channel bank opposite a public storm drain outlet and prevent further bank de-stabilization along the Channel running along the south side of Pine Lake Road, west of South 22nd Street and located on real estate legally described as:

Outlot A, Wood Bridge 1st Addition, Lincoln, Lancaster County, Nebraska;

as shown on Exhibit “A”, attached and incorporated by this reference.

D. LHA desires to rehabilitate the Channel bank and prevent bank de-stabilization along other portions of the Channel running along the south side of Pine Lake Road east and west of South 22nd Street.

E. Both the City and LHA intend to or have entered into a professional design contract with Olsson Associates for the design of the stabilization of the Channel.

F. It is desirous of both parties to work together on the remediation of the Channel and to employ the same construction company to construct both projects due to their proximity and similarity of construction.

NOW THEREFORE, in consideration of the above, and the covenants and conditions contained herein, the parties agree as follows:

1. Design and Construction of Channel Stability Project - City. The City agrees to design and construct repairs to the western end of the Channel bank along the south side of Pine Lake Road opposite the public storm drain outlet as well as the storm drain outlet itself

(reference Figure 1, Wood Bridge Apartments and Townhomes Drainage Study, January 26, 2011, located near photos 1 through 3) (the “City Improvements”). Upon completion of the design of the City Improvements and the LHA Improvements (defined below) by LHA and the City, construction shall proceed as described in Paragraph 4 below.

2. Design and Construction of Channel Stability Project - LHA. LHA agrees to design and construct the remaining necessary Channel bank repairs to the Channel located on the south side of the Pine Lake Road southeast and west of South 22nd Street (reference Figure 1, of the Drainage Study defined below, the “LHA Improvements”).

3. Maintenance. After completion of the City Improvements, the LHA Improvements, and the establishment of replacement vegetation by the contractor, LHA shall be responsible for reasonable maintenance of improvements, including replacement of vegetation, and repair or replacement of damaged or deteriorated improvements.

4. Purchase and Construction of Improvements. Upon joint approval of the design of the City Improvements and the LHA Improvements (collectively, the “Improvements”), the City shall solicit bids from contractors for the purchase and installation of the Improvements. As required by the Act, the City agrees to act as contract administrator for the purchase and installation of the City Improvements and LHA agrees to act as contract administrator for the purchase and installation of the LHA Improvements. As required by Neb. Rev. Stat. § 52-118 (Reissue 2010), the project cost shall include the cost of obtaining a payment bond which shall be shared by the City and LHA proportionately.

5. Design/Construction/Payment.

a. Design. LHA and the City have engaged Olsson Associates (the “Engineer”) to provide civil engineering and design services with respect to the remediation work necessary for the Channel. The Engineer has prepared the Drainage Study – Wood Bridge Apartments and Townhomes (Project No. 010-1422, dated September 15, 2010 and revised October 8, 2010 and January 26, 2011) (the “Drainage Study”). The Drainage Study includes a preliminary remediation plan. LHA and the City shall authorize the Engineer to proceed with the completion of the final design of the Improvements to the Channel and shall request that such design be completed within sixty (60) days from authority to proceed.

b. Construction Bids and Payment. Upon completion of the design of the Improvements by the Engineer and upon approval of the design by the City and LHA, the City shall proceed to bid the Improvements in accordance with the City’s procurement policies. The request for bids shall require the contract sum to be separated for the LHA Improvements and the City Improvements. Each party shall be responsible for the payment to the contractor of the costs for their respective Improvements. The LHA Improvements shall be bid as a deduct alternative which shall permit LHA, in its discretion, to not make the LHA Improvements at this time in which case LHA shall pay for its share of design costs. The City and LHA shall consult with the Engineer to allocate the cost of construction of the Improvements between the City and LHA based on Figure 1 of the Drainage Study attached as Exhibit “B” and incorporated by this

reference. The City and LHA shall each be responsible for the costs of their respective Improvements.

6. Future Ownership of Improvements. Upon the completion of installation, the City Improvements shall become the property of LHA, and with this agreement the City does hereby grant, bargain, sell and convey the same to LHA.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

8. Amendments. This Agreement may only be amended or modified in writing signed by all parties to this Agreement.

9. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

10. Execution in Counterparts. This Agreement may be executed on two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

11. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

12. Interpretations. Any uncertainty existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules and interpretation of contracts generally.

13. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained in the Agreement nor any acts of any party shall be deemed or construed by the City, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties, other than contractual relationships stated in the Agreement.

14. Assignment. In the case of the assignment of the obligations under this Agreement by any of the parties hereto, prompt written notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other party to this Agreement.

15. Program Coordinators. The City and LHA shall each designate a Project Coordinator for this Agreement. The Project Coordinators shall be directly responsible for developing, designing, and managing the cooperative undertaking set forth in this Agreement. Except as otherwise provided herein, the Coordinators shall mutually administer this Agreement and agree on the project work as provided herein. The Project Coordinator may be changed from time to time by any party appointing such Coordinator upon no less than seven (7) days advance written notice to the other party.

IN WITNESS WHEREOF, each of the parties hereto have executed and delivered this document by its duly authorized officer this ____ day of _____, 2011.

THE CITY OF LINCOLN, NEBRASKA,
a municipal corporation

ATTEST:

By: _____
Chris Beutler, Mayor

Joan E, Ross, City Clerk

THE HOUSING AUTHORITY OF THE
CITY OF LINCOLN, NEBRASKA

By: _____
Larry G. Potratz, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument as acknowledged before me this ____ day of _____, 2011 by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation and by Joan E. Ross, City Clerk of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument as acknowledged before me this ____ day of _____, 2011 by Larry G. Potratz, Executive Director of the Housing Authority of the City of Lincoln.

Notary Public

EXHIBIT "B"

