

2020 Nuisance Abatement Agreement Pilot Project

COUNTY: Keith
 CONSULTANT: West Central Nebraska Development District, Inc. (hereinafter WCNDD)
 FEE: \$7,800.00
 LOCATION: An unincorporated area of Keith County, Nebraska specifically known as
 Keystone
 START DATE: Spring 2020
 END DATE: December 31, 2020

1. DUTIES OF THE CONSULTANT:

- a. GENERAL DUTY. Assist the County in the preparation and execution of documentation required to enact the Health and Safety Resolution (Nuisance) of the County, including nuisance abatement in the area designated by this Agreement and any attachments;
- b. DOCUMENTATION. Assist in preparation and maintaining proper documentation for local, county, and state and monitoring purposes if applicable;
- c. NUISANCE OFFICER. Act as the Nuisance Officer and Administrator of the Nuisance Program and act as an authorized representative of the County in an official capacity to perform the duties of this Agreement;
- d. DEMOLITION EXPENSES. If any property requires demolition as an abatement action the, and at the direction of the County, the Consultant may bid and bill those administrative services as a separate agreement due to the unknown nature or extent of the demolition activity;
- e. COMPLY WITH LAWS. Comply with all federal, state, county, rules, regulations and Resolutions;
- f. EMPLOYMENT. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of the County;
- g. REPORTS. At such times and in such forms as the County may require, furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement;
- h. CONFIDENTIAL. Maintain all of the reports, information, data, etc., prepared or assembled by the Consultant under this contract confidential to the extent allowed by law. Consultant agrees that said documents shall not be made available to any individual or organization without prior written approval of the County;
- i. LITIGATION. Upon request by the County and at an additional cost, consult and help County prepare for any court actions and appear in court as a witness for any matters regarding the abatement of nuisances which are a part of the duties assigned to Consultant by this Agreement.

2. DUTIES OF THE COUNTY:

- a. APPOINTMENT. Appoint Consultant its Nuisance Officer for the term of this Agreement;
- b. ASSISTANCE. Provide "in-house" assistance in providing information needed for this Agreement, marketing the nuisance program, which may include flyers, notices, and roll off dumpsters for an agreed upon designated clean up period of time or other activities as agreed.
- c. COMPENSATION. Pay all costs incurred for the cost of the administration of the program. Pay all costs incurred for the abatement of nuisances, including but not limited to publishing expenses, legal fees, towing fees, and solid waste removal.
- d. ADDITIONAL FEES AND COSTS. Pay Consultant the fee as stated above and any additional costs incurred, including but not limited to litigation expenses at \$75.00 per hour plus expenses (see 1.i above).

3. MISCELLANEOUS.

- a. DELAYS. Decisions made by the County Board that delay the nuisance process may cause additional fees if the properties are then carried over the following year(s).
- b. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.
- c. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- d. FURTHER ASSURANCES. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the intent and purpose of this Agreement.
- e. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- f. INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officers and employees from damages sustained by any person or person, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this Agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.
- g. COUNTY REVIEW. The County or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and

undertaken as part of the project and this contract, by whatever legal and reasonable means are deemed expedient by the County.

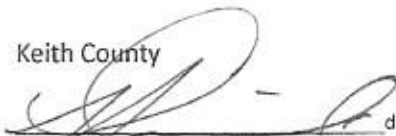
h. RELATIONSHIP. The relationship of the Consultant to the County shall be that on an independent Consultant rendering professional services. The Consultant shall have no authority, except those actions granted as the official Nuisance Officer, to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Consultant.

i. SEVERABILITY. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

j. CONSTRUCTION. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

Keith County

West Central Nebraska Development District, Inc.



 date 9-25-19

Kim Elder - Board Chairman

Jason Tuller - Board Chairman

ANTHONY KRASJEWSKI

Approved as to legal Form:
Attorney of Record


Attorney Randy Fair

Date: 5/6/2020