

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 19, 2015 AGENDA**

Subject:	Type:	Submitted By:
UCSC INTERLOCAL COOPERATION AGREEMENT — 1 ST AMENDMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve the First Amendment to Interlocal Cooperation Agreement with the cities of Gretna, Papillion and Springfield.

FISCAL IMPACT

NA

RECOMMENDATION

Approval.

BACKGROUND

The mayors of the United Cities of Sarpy County are recommending modifications to the current Interlocal Cooperation Agreement. The proposed changes are identified in the attached draft for your review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT WITH THE CITIES OF GRETNA, PAPILLION AND SPRINGFIELD.

WHEREAS, the cities of Gretna, La Vista, Papillion and Springfield have entered into an Interlocal Cooperation Agreement with the desire to promote the common legislative interest of the four cities which make up the "United Cities of Sarpy County"; and

WHEREAS, the mayors of the United Cities of Sarpy County have recommended amendments to the Interlocal Cooperation Agreement.

NOW THEREFORE, BE IT RESOLVED, that the First Amendment to Interlocal Cooperation Agreement with the cities of Gretna, Papillion and Springfield, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 19TH DAY OF MAY, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITIES OF GRETNA, LA VISTA, PAPILLION AND
SPRINGFIELD

WHEREAS, the Cities of Gretna, La Vista, Papillion and Springfield Municipal Governmental Entities desire to enter this agreement as authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 (Reissue 1997), et seq., which provides that two or more public entities may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authorities; and

WHEREAS, pursuant to Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq., (Reissue 1997), the parties wish to permit their local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereto to 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 of the four communities; and

WHEREAS, the four cities which are a party to this Agreement desire to provide for a joint lobbyist to lobby on behalf of the parties to this Agreement in the Nebraska Legislature; and

WHEREAS, the cities which are a party to this Agreement will be known jointly for purposes of lobbying as "United Cities of Sarpy County"; and

WHEREAS, the purpose of this Interlocal Agreement is to promote the common legislative interest of the four cities which make up the "United Cities of Sarpy County".

NOW, THEREFORE, it is agreed by and between the parties, pursuant to Neb. Rev. Stat. §13-807 (1997), as follows:

1. The parties enter this Agreement to provide for a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation.

2. The cost for procuring and paying for a lobbyist shall be shared in four equal parts between the parties hereto.

3. A committee consisting of the allfour cities which are a party to this Agreement, with the mayor of each city being a voting member on the committee, shall seek out, interview and retain a lobbyist on behalf of the United Cities of Sarpy County and the committee shall formally determine and direct the legislative priorities of the United Cities of Sarpy County. A staff member from one of the jurisdictions shall be determined annually to serve as a single point of

contact for the exchange of information between lobbyist and UCSC members. During the legislative session timely communication is essential. Therefore, if there is no objection received within 12 hours of a communication, assent will be assumed (18 hours if notification after 4:00PM). Any agreement entered into for lobbyist services pursuant to this Agreement shall be executed by the Mayor and City Clerk of each of the [four](#) cities to this Agreement, unless otherwise agreed by the committee. The term of any such agreement for lobbying services shall not exceed thirty-six months; provided, however, that an agreement may provide for one or more options to renew at the end of the initial or any subsequent term for an additional twelve month term.

4. The mayor of each of the [four](#) cities may appoint a designee to represent his or her interest on the committee with the right to cast a vote the same as if the mayor was personally present. A City Attorney may represent their clients at the meeting as long as there is no adverse conflict with one of the other jurisdictions.

5. The retention of a lobbyist and any direction given to the lobbyist whether to develop, propose, support, oppose or remain neutral on legislation shall require the unanimous vote of all four cities. A material change to the initial legislative position of the UCSC shall be brought back for reconsideration at the request of two (2) member cities or upon recommendation of the Lobbyist. Reconsideration of original position to develop, propose, support, oppose or remain neutral on legislation shall require unanimous consent. Carryover legislation from the prior year will require reconsideration automatically. The remaining business affairs of the United Cities shall require a simple majority vote. Each mayor shall be responsible for periodically updating the mayor's respective city council of significant legislation, measures or other developments arising under this Agreement.

6. Term of Agreement. The term of this Agreement shall be for a period as determined by the unanimous vote of the [four](#) cities; provided, however, that in all events, the remaining term under this Agreement shall not at any time be shorter than the remaining term of any agreement for lobbying services from time to time in effect under this Agreement.

7. Any of the parties to this Agreement may withdraw from this Agreement by a resolution passed by the party's governing body and upon giving 90 days written notice to the mayors of the other [four](#) cities. [Any city that withdraws from this agreement pursuant to this section shall be required to pay their pro-rata share of the agreement expenses for an additional 12 months after passage of a resolution to withdraw and after the 90 day written notice period has passed.](#)

8. Reentry. A City that has withdrawn from the Interlocal Cooperation Agreement in accordance with the procedure set forth in Section 7 may request reentry. A request for reentry shall be submitted in writing and will be considered

by the members during an evaluation period of two (2) years and subject to the following terms:

- a. Resolution of Support and Commitment by a unanimous vote approved by the Governing Body of the requesting City;
- b. ~~Payment of Monetary Penalty. Payment to members for lobbying expenses incurred during the requesting city's period of absence shall be negotiated and paid equally to member cities.~~
- c. Regular meeting attendance and dependable participation in lobbying functions and other initiatives by Mayor and City Administrator.
- d. During the evaluation period the requesting City shall have an equal vote but will not have the ability to exercise veto power.
- e. Unanimous consent of current members following evaluation period.

Following satisfactory completion of the aforementioned requirements an amendment to the Interlocal Agreement will be presented to each City for consideration and approval by the respective governing bodies.

9. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no other written or oral promises, contracts, or warrants which may affect it, except as contained herein. This Agreement cannot be amended except by a written amendment adopted by the governing body and executed by the mayor of each of the parties hereto.

9. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1997), the parties hereby acknowledge, stipulate and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

10. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member or employee, or no member of their governing bodies, and no other public official of parties who exercise any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of any parties' obligations pursuant to this Agreement shall exercise or perform any function, responsibility or obligation which affects his or her personal interests, 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.

11. It is understood and agreed by the parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal, void or in conflict with any law of this State or 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 this Agreement did not contain the particular part, term, condition or provision held to be illegal and/or invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement to be
| effective this ____ day of _____, 2015.

CITY OF GRETNA, NEBRASKA

Mayor

Date

Attest: _____
City Clerk

CITY OF LA VISTA, NEBRASKA

Mayor

Date

Attest: _____
City Clerk

CITY OF PAPILLION, NEBRASKA

Mayor

Date

Attest: _____
City Clerk

CITY OF SPRINGFIELD, NEBRASKA

Mayor

Date

Attest: _____
City Clerk