

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 19, 2010 AGENDA**

Subject:	Type:	Submitted By:
UCSC INTERLOCAL COOPERATION AGREEMENT — 2 ND AMENDMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve the Second Amendment to Interlocal Cooperation Agreement with the cities of Bellevue, Gretna, Papillion and Springfield. This Interlocal Agreement specifically relates to joint lobbying efforts.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

In 2007 the United Cities of Sarpy County collaborated to hire a joint lobbyist. While this has proven to be a successful venture, as we continue to improve our efficiency and effectiveness it has become necessary to add language to clarify the process. A copy identifying the proposed changes of the 2nd Amendment is attached for your review.

RESOLUTION NO. _____

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

WHEREAS, the cities of Bellevue, Gretna, La Vista, Papillion and Springfield desire to promote the common legislative interest of the five cities which make up the "United Cities of Sarpy County" and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

WHEREAS, the parameters of such arrangement have been updated in the second amendment to interlocal agreement.

NOW THEREFORE, BE IT RESOLVED, that the Second Amendment to Interlocal Cooperation Agreement with the cities of Bellevue, 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 _____ DAY OF _____, 2010.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

(*) Identifies Changes

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
BELLEVUE, GRETNA, LA VISTA, PAPILLION AND SPRINGFIELD**

(*)

SECOND FIRST AMENDMENT

WHEREAS, the Cities of Bellevue, 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 five communities; and

WHEREAS, the five 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 five 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 five equal parts between the parties hereto.

3. A committee consisting of the five 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

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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 five cities to this Agreement, unless otherwise agreed by the committee. The term of any such agreement for lobbying services shall not exceed twelve 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 five 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 five 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 five 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.

8. 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 on the day and year below listed.

CITY OF BELLEVUE, NEBRASKA

Mayor

Date

Attest: _____
City Clerk

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