

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING THE CHAIR TO SIGN THE SECOND**  
**AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE SARPY COUNTY AND**  
**CITIES WASTEWATER AGENCY AND SARPY COUNTY FOR CONTRIBUTION**  
**REIMBURSEMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Resolution 2017-337, Sarpy County is a member of the Sarpy County and Cities Wastewater Agency (hereinafter the "Agency"); and,

WHEREAS, on July 31, 2018, pursuant to Resolution 2018-224, Sarpy County approved the Interlocal Agreement between Sarpy County and Cities Wastewater Agency and Sarpy County, Nebraska For Contribution Reimbursement Agreement (hereinafter "Contribution Agreement"), which provided the terms and conditions on which Sarpy County's additional financial contributions to the Agency would be reimbursed by the Agency. Pursuant to Resolution 2018-362, Sarpy County and the Agency entered into an amendment to the Contribution Agreement (hereinafter "First Amendment") which outlined additional reimbursable contributions from Sarpy County to the Agency. The total amount to be reimbursed by the Agency to Sarpy County, as set out within the Contribution Agreement and the First Amendment is \$656,758.00; and,

WHEREAS, the Agency's Board has determined that additional funds will be needed to pay the Agency's anticipate expenses for the FY2018-2019. An agreement has been proposed between the Agency and Sarpy County in which Sarpy County provides additional contributions to the Agency for the FY2018-2019 to cover the Agency's anticipated expenses with the understanding that Sarpy County will be reimbursed to by the Agency. Approval of the proposed agreement will increase the total amount to be reimbursed by the Agency to Sarpy County to \$1,072,120.00. The terms and conditions for the additional funds are set forth Second Amendment to Interlocal Agreement between the Sarpy County and Cities Wastewater Agency and Sarpy County, Nebraska for Contribution Interlocal, a copy of which is attached hereto and incorporated by reference herein, (hereinafter the "Second Amendment").

WHEREAS, the Sarpy County Board of Commissioners deems it appropriate and advisable to enter into the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD of COMMISSIONERS that this Second Amendment is hereby approved.

BE IT FURTHER RESOLVED THAT the Chairman of this Board is hereby authorized to sign on behalf of the County, the Second Amendment, and any other related documents, the same being approved by this Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 21st day of May, 2019.

ATTEST:

  
 Sarpy County Board Chairman



  
 Sarpy County Clerk

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE SARPY  
COUNTY AND CITIES WASTEWATER AGENCY AND SARPY COUNTY,  
NEBRASKA FOR CONTRIBUTION REIMBURSEMENT**

THIS AMENDMENT is entered into by and between the Sarpy County and Cities Wastewater Agency (the "Agency") and the County of Sarpy, Nebraska (the "County") (collectively, the "Parties");

WHEREAS, the County is a political subdivision, duly created and validly existing under the laws of the State of Nebraska; and,

WHEREAS, the Agency was created as a separate body corporate and politic by the County and five cities located in Sarpy County, Nebraska pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017, ("Formation Agreement") by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq.; and,

WHEREAS, the County is a Member of the Agency; and,

WHEREAS, the County and the Agency entered into an Interlocal Agreement, approved by the Agency at Resolution 2018-26 and approved by the County at Resolution 2018-224, (the "Contribution Interlocal") where the County agreed to make a contribution to the Agency for the FY2018-2019 to cover the Agency's anticipated expenses with the understanding that three hundred and sixty-five thousand and three hundred and seventeen dollars (\$365,317.00) ("Contribution Funds") will be reimbursed to the County by the Agency; and,

WHEREAS, the County and the Agency entered into an Amendment to the Contribution Interlocal, approved by the Agency at Resolution 2018-31 and approved by the County at Resolution 2018-362, (the "First Amendment"), where the County agreed to make an additional contribution to the Agency for the FY2018-2019 to cover the Agency's additional expenses with the understanding that a total of Six Hundred Fifty-Six Thousand Seven Hundred Fifty-Eight and No/100 dollars (\$656,758.00) will be reimbursed to the County by the Agency; and,

WHEREAS, the Agency's Board has determined that additional funds will be needed to pay the Agency's anticipate expenses for the FY2018-2019 and the County is willing to contribute the additional funds needed as long as the additional funds will be reimbursed pursuant to the terms of the Contribution Interlocal.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Contribution Interlocal, the First Amendment, and this Second Amendment, the Parties agree as follows:

A) The fifth WHEREAS paragraph of the Contribution Interlocal is hereby deleted in its entirety and replaced with the following:

WHEREAS, the County has offered to make a contribution to the Agency for the FY2018-2019 to cover the Agency's anticipated expenses with the understanding that One Million Seventy-Two Thousand One Hundred Twenty and No/100 dollars (\$1,072,120.00) ("Contribution Funds") will be reimbursed to the County by the Agency; and,

B) Paragraph 1 of the Contribution Interlocal is hereby deleted in its entirety and replaced with the following:

- ~~1. **Payment of Contribution Funds.** The County shall pay to the Agency during the FY2018-FY2019 the Contribution Funds, a total amount of \$1,072,120.00. The County shall have sole discretion as to when the payment of Contribution Funds will be made during the FY2018-FY2019. The County shall have sole discretion on whether the payment of Contribution Funds shall be made in one lump sum payment or in installments during the FY2018-FY2019. The County recognizes the benefits of the Agency's purposes as set forth in the Formation Agreement as good and valuable consideration for paying the Contribution Funds.~~

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This AMENDMENT by the parties hereto is expressed by the approval in open meeting by the Agency and the County and the following execution by their respective authorized representatives.

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this 22nd day of May 2019.

ATTEST

Lisa A. Haine

SARPY COUNTY AND CITIES  
WASTEWATER AGENCY

David R. Kelly

Chairperson  
Sarpy County and Cities Wastewater Agency

Approved as to Form:

Adam C. Clark

Agency Attorney

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by Sarpy County this 21st day of May 2019.

ATTEST



*Debra J. Houghtaling*  
Sarpy County Clerk

SARPY COUNTY, NEBRASKA,  
A Political Subdivision

*David R. Kelly*  
Chairperson  
Board of Commissioners

Approved as to Form:

*Michelle Spitzberg*  
Sarpy County Attorney

## Agenda Item Information

**Agenda Type:** Commissioners

**Agenda Section:**

Regular

**Speaker Information:** Dan Hoins, Sarpy County Administrator, 593-2347

**Requesting** Administration

**Date of Meeting:** 5/21/2019

**Department:**

**Agenda Item:**

Resolution Approving and Authorizing the Chair to Sign the Second Amendment to the Interlocal Agreement between the Sarpy County and Cities Wastewater Agency and Sarpy County for Contribution Reimbursement.

## Fiscal Impact

**Total County cost of project:** \$415,362

**Is the item funded in the current budget?** No. See below

**If approved will this commit the county to future budget costs?**

No. This additional advance to the Sarpy County and Cities Wastewater Agency by Sarpy County will be funded out of the South Sarpy Watershed Sanitary Sewer Fund (Fund 5255) consistent with where previous advances were funded. As of 5/16/2019, this fund has \$1,2210,000 in cash. The Agency will pay back the advances made by Sarpy

## Summary

### Summary & Background

On July 31, 2018, the Sarpy County Board approved the Interlocal Agreement with Sarpy County and Cities Wastewater Agency for contribution reimbursement which provided the terms and conditions on which Sarpy County's financial contributions to the Agency would be reimbursed.

Pursuant to the initial Agreement, Sarpy County and the Agency entered into an Amendment to the Agreement (First Amendment) which outlined additional reimbursable contributions to Sarpy County from the Agency.

The Agency's Board has determined that additional funds will be needed to pay anticipated expenses for the FY2018-2019. This Amendment (Second Amendment) outlines the reimbursement of those additional funds for FY2018-2019. Approval of this proposed Second Amendment increases the total amount to be reimbursed to Sarpy County from the Agency to \$1,072,120.00.