RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL
COORDINATION ACT AGREEMENT WITH CITY OF GRETNA FOR USE OF A PORTION OF GRETNA’S
INCREASED SALES AND USE TAX

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, 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 Neb. Rev. Stat. Sect. 77-27-142, the City of Gretna (Gretna)
proposes to increase its municipal sales and use tax to a rate greater than one and one-half
percent. Said proposed increase requires (1) an interlocal cooperation agreement with another
political subdivision to create an administrative entity which utilizes some of the increased sales
and use tax towards public infrastructure projects and (2) submission of the proposed increase
to Gretna’s electors at the next general election; and,

WHEREAS, pursuant to Neb. Rev. Stat. §13-801 et seq., an Interlocal Cooperation Act
Agreement has been proposed between the City of Gretna and Sarpy County for the purpose of
creation of an administrative entity relating to allocation of a portion of the increased sales and
use tax towards public infrastructure projects; and,

WHEREAS, if the electors of Gretna fail to approve the proposed sales and use tax
increase at the November 8, 2016 general election, this Interlocal Agreement becomes null and
void.

WHEREAS, it is in the best interests of the residents of Sarpy County to participate in
said Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated
herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that
this Board hereby approves and adopts the attached Interlocal Cooperation Agreement which
commences upon the occurrence of the signatures of all parties to the Agreement.

BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is
hereby authorized to sign on behalf of this Board the Interlocal Cooperation Agreement.

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 9th day of August 2016.

Attest

SEAL

Sarpy County Board Chairman

County Clerk
INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT is made and entered into on this ___ day of August, 2016, by and between the City of Gretna, Nebraska, a municipal corporation, hereinafter referred to as “CITY”, and Sarpy County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, Neb. Rev. Stat. § 77-27,142 requires an incorporated municipality which proposes to increase its municipal sales and use tax to a rate greater than one and one-half percent to submit the question of such increase at a primary or general election held within the incorporated municipality; and

WHEREAS, CITY will place a ballot question before the electors of CITY at the next general election for approval of a one-half of one percent increase to CITY’s sales and use tax, hereinafter referred to as the “Proposal”, with the increased one-half of one percent to be dedicated and used for public infrastructure projects; and

WHEREAS, pursuant to Neb. Rev. Stat. § 77-27,142(3) CITY must be a party to an interlocal agreement pursuant to the Interlocal Cooperation Act with another political subdivision which creates an administrative entity relating to public infrastructure projects; and

WHEREAS, COUNTY has jurisdiction and authority over certain roads in the vicinity of CITY which would be beneficial to both CITY and COUNTY to cooperate and cause to be improved as joint public infrastructure projects, hereinafter referred to as “Interlocal Projects”; and
WHEREAS, if the Proposal is approved by CITY electors then CITY will dedicate and use at least one-eighth percent of the increased one-half of one percent CITY sales and use tax for such Interlocal Projects pursuant to this Agreement and CITY will dedicate and use the remaining seven-eighths percent of the increased one-half of one percent CITY sales and use tax for CITY’s other and own public infrastructure projects; and

WHEREAS, CITY and COUNTY agree to enter into this Agreement pursuant to the Interlocal Cooperation Act for the purposes of administering such Interlocal Projects.

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

1. **Term and Duration.** The term and duration of this Agreement shall begin on the date hereof and shall continue and be in force and effect so long as CITY’s sales and use tax exceeds one and one-half percent, or until this Agreement is terminated by mutual agreement of the parties, or until terminated by either party. A party may terminate this Agreement by giving six (6) months prior written notice of termination to the other party. Termination of this Agreement shall not otherwise terminate, impair, amend, or alter any obligations or liabilities that the parties may have incurred prior to the termination pursuant to any separate interlocal agreement between the parties for any such Interlocal Project. This Agreement shall also terminate and become null and void should the Proposal fail to be passed by the electors of CITY at the November 8, 2016 general election.

2. **Coordination of Interlocal Projects.** CITY and COUNTY deem it to be in their mutual interests to coordinate their respective efforts in implementing the cooperative and coordinated planning and construction of such Interlocal Projects through actions including, but not limited to:
a. Creating a separate administrative entity relating to such Interlocal Projects that will coordinate the efforts of both CITY and COUNTY to plan, design, and construct any such Interlocal Projects agreed to by the parties.

b. Tasking such separate administrative entity with establishing a plan, including benchmarks, for the long-term development of a unified governance of such Interlocal Projects between CITY and COUNTY.

c. Tasking such separate administrative entity with reporting to both CITY and COUNTY regarding such plan, benchmarks, and coordinated efforts to plan, design, and construct such Interlocal Projects.

d. Other action as deemed necessary by the parties for the long-term development of a unified governance of such Interlocal Projects between CITY and COUNTY.

3. **Interlocal Projects.** The Interlocal Projects that may be subject to coordination, planning, design, and construction by the parties pursuant to this Agreement include public roads, streets, bridges, transportation systems, and related and associated public infrastructure and appurtenances, in the vicinity of CITY, which would be beneficial to both CITY and COUNTY to cooperate and cause to be improved as Interlocal Projects, which may include public roads and streets a portion of which is within the corporate limits of CITY.

4. **Separate Administrative Entity.** There is hereby created pursuant to this Agreement the Interlocal Projects Coordination Committee, hereinafter referred to as “Committee”. Each party shall appoint two (2) representatives from its administrative staff to serve on the Committee. All representatives shall serve at the pleasure of the appointing party. At least two (2) Committee members, consisting of one (1) representative of each party, must be present at any meeting to constitute a quorum of the Committee to transact business. The Committee shall meet at least twice a year and may meet at such other
times as agreed to by a majority of the members of the Committee. The purposes, powers, and duties of the Committee shall be:

a. To establish a plan, including benchmarks, for the long-term development of a unified governance of such Interlocal Projects between CITY and COUNTY. Such plan shall initially include:

i. A designation and order of priority of the public roads, streets, bridges, transportation systems, and related and associated public infrastructure and appurtenances, in the vicinity of CITY, which would be beneficial to both CITY and COUNTY to cooperate and cause to be improved, which may include public roads and streets a portion of which is within the corporate limits of CITY.

ii. Proposed preliminary design elements for the first such designated Interlocal Project, including any proposed phased components.

iii. An estimated financial plan for the first such designated Interlocal Project, including estimated project costs, funding sources, and an estimated allocation of costs between the parties to fund such Interlocal Project.

iv. A preliminary allocation between the parties of the various tasks, actions, and elements of work associated with the preliminary planning of the first such designated Interlocal Project.

v. Such other elements and components deemed by the Committee to be necessary and proper for inclusion in such plan.

b. To report to both CITY and COUNTY the plan created by the Committee, the first such designated Interlocal Project, and the initial estimated and preliminary elements associated with the first such designated Interlocal Project.
c. To cause, when sufficient funding sources exist to formally initiate the first such designated Interlocal Project, to be created for approval by the governing body of each party, a separate interlocal agreement for the first such designated Interlocal Project which allocates among the parties their respective responsibilities for final designs and plans, engineering services, final cost estimates, public bidding and letting, contract award, construction supervision and inspection, contract administration, acceptance and finalization of project, allocation of funding and costs, and responsibilities for future maintenance.

d. To implement for the proposed such Interlocal Projects which follow the first such designated Interlocal Project, the same procedures implemented for the first such designated Interlocal Project.

e. To report to both CITY and COUNTY at least annually, on the actions and activities of the Committee.

f. To recommend to the parties any amendments to this Agreement which will facilitate the actions of the Committee and the cooperative and coordinated planning and construction of such Interlocal Projects.

g. Such other powers deemed by the parties to be necessary and proper to be delegated to the Committee.

5. **Financing of Interlocal Projects.** With the approval of the Proposal by CITY electors, CITY will dedicate and use at least one-eighth percent of the increased one-half of one percent CITY sales and use tax for such Interlocal Projects. The parties shall cooperate and coordinate the procurement of other funding sources for such Interlocal Projects, including funding by COUNTY. The precise allocation of funding and costs between the
parties for each such Interlocal Project shall be dictated in the separate interlocal agreement for each such Interlocal Project.

6. **Initial Benchmarks.** The following initial benchmarks for the Committee are established by the parties:
   
a. The Committee shall hold its first meeting by February 1, 2017 and shall meet thereafter at least twice a year and may meet at such other times as agreed to by a majority of the Committee members.
   
b. The Committee shall have an initial draft of the plan required by Section 4(a) of this Agreement by May 1, 2017.
   
c. The Committee shall have such plan finalized and agreed upon by the Committee by August 1, 2017.
   
d. The Committee shall report to CITY and COUNTY as to such plan, the first such designated Interlocal Project, and the initial estimated and preliminary elements associated with the first such designated Interlocal Project by November 1, 2017.

7. **Limitations on Authority of Committee.** The Committee shall have no authority to acquire property, to condemn property rights, to borrow money, to pledge or bond the credit or revenues of either party, to levy taxes or special assessments, to sue or be sued, to hire staff or employees, or without the approval of the governing body of each party to execute contracts for or engage in the construction of any such Interlocal Project. The Committee shall not hold hearings, make policy, or take formal action on behalf of CITY or COUNTY.

8. **No New or Separate Legal or Joint Entity; Not a Public Body.** This Agreement does not create, and the Committee does not constitute a new or separate legal entity or a joint entity. The Committee is not a public body for purposes of the Open Meetings Act.
9. **Amendments.** This Agreement may be amended by written agreement approved by the governing bodies of both parties hereto.

10. **Good Faith.** Each party shall comply with the terms and conditions of this Agreement in good faith, and the other party may rely upon such good faith.

11. **Assignment.** No party may assign its contractual rights under this Agreement, except to a successor public agency.

12. **Severability.** If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

14. ** Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements between the parties and/or their representatives.

15. **Authorization to Execute and Bind.** Each of the signatories executing this Agreement acknowledges and represents that he or she has been authorized to execute this Agreement on behalf of the party for whom he or she is signing, and that he or she has the legal authority to bind and commit such party to the agreements set forth herein.

   IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above written.
ATTEST: 

[Stamp: City of Gretna, Sarpy County, Nebraska]

Jeff C. Miller, City Clerk

APPROVED AS TO FORM:

Jeff C. Miller, City Attorney

CITY OF GRETNA, NEBRASKA, a municipal corporation

[Signature]

James W. Timmerman, Mayor

ATTEST: 

[Stamp: Sarpy County, Nebraska]

Deb Houtsaling, City Clerk

SARPY COUNTY, NEBRASKA, a political Subdivision of the State of Nebraska

[Signature]

Don Kelly, Chairman of the Sarpy County Board of Commissioners

APPROVED AS TO FORM:

Nicole L. O’Keefe, Assistant Sarpy County Attorney