RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN THE INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN SARPY COUNTY, CITY OF PAPILLION AND CITY OF SPRINGFIELD FOR JURISDICTIONAL BOUNDARY AGREEMENT

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. §13-801, et seq., an Interlocal Cooperation Act Agreement has been proposed between City of Papillion, City of Springfield and Sarpy County for the agreement of present and future land use planning and zoning for the provision of services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of the respective communities as outlined in said Agreement; and,

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 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.

BE IT FURTHER RESOLVED that the Chair and Clerk are hereby authorized to execute said Agreement on behalf of Sarpy County, Nebraska and they in addition to the County Public Works Director and the County Planning and Building Director (or their designees) are authorized to take such other actions as may be necessary under the terms of said 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 day of October, 2016.
MEMORANDUM
October 4, 2016

TO: Sarpy County Board of Commissioners
FROM: Nicole O’Keefe, Deputy Sarpy County Attorney
RE: Resolution 2016-360, Interlocal Boundary Agreement

Today, the City of Papillion has requested an edit to the Interlocal Boundary Agreement at Resolution 2016-360, on the October 4, 2016 County Board Agenda. They have requested the removal of language which could appear to make a statement limiting the City of Papillion’s jurisdictional authority outside of this Agreement.

The City of Papillion specifically requested removal of the phrase “which reflect the agreed upon jurisdictional boundaries of Springfield and Papillion”, which appeared in the 8th and 9th paragraphs of the Interlocal Boundary Agreement.

It is my opinion that the proposed edits appear to be non-substantive for the intent and purpose of this Interlocal Boundary Agreement and do not affect Sarpy County. Thus, the Interlocal Boundary Agreement before you today has been amended to the remove the language outlined above, as requested by the City of Papillion.
INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT made and entered into this 4th day of October, 2016, (the “Effective Date”) by and between the City of Papillion, Sarpy County, Nebraska (“Papillion”), the City of Springfield, Sarpy County, Nebraska (“Springfield”), and the County of Sarpy, Nebraska (“Sarpy”)(each a “Party” and, collectively, the “Parties”).

WHEREAS, Papillion, Springfield, and Sarpy are political subdivisions duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (the “Act”), authorizes cities and counties to cooperate on the basis of mutual advantage to thereby provide for services and facilities, in a manner and pursuant to forms of governmental organization that will accord with the geographic, economic, population and other factors influencing the needs and development of the local communities; and

WHEREAS, the Parties desire to make more efficient use of their powers by cooperating to the mutual advantage of both cities and Sarpy in the elimination of duplication of public costs resulting from the overlapping exercise of planning, inspection, permits, and enforcement of all other aspects of the exercise of overlapping jurisdictional authority over the same land; and

WHEREAS, the Parties deem it to be in the best interests of both cities and Sarpy that an agreement be reached with respect to present and future land use, planning, zoning, and annexation related matters; and

WHEREAS, on January 31, 1995, pursuant to the Nebraska County Industrial Sewer Construction Act, Neb. Rev. Stat. §23-3601 et seq., Sarpy adopted a map delineating the areas of future growth and development for Papillion and Springfield; and

WHEREAS, the Parties are parties to two lawsuits in the District Court of Sarpy County, Nebraska, the first being the City of Springfield, Nebraska v. the City of Papillion, Nebraska and Sarpy County, Nebraska, Case Number CI15-1025, and the second being the City of Springfield, Nebraska v. the City of Papillion, Nebraska and Sarpy County, Nebraska, Case Number CI16-1484, in which Springfield disputes, among other things, the boundaries of the extra-territorial zoning jurisdiction of Papillion; and

WHEREAS, as part of their cooperation and agreement on such jurisdictional matters, Papillion and Springfield are requesting that Sarpy take certain actions set forth herein; and

WHEREAS, Sarpy is agreeing to take such actions, and other actions set forth herein and agreed to by the Parties.

WHEREFORE, it is mutually agreed by and between Papillion, Springfield, and Sarpy as follows:

1. Purpose. The purpose hereof is to cooperate with each other 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 and development of the respective communities.
2. **Boundary Map.** The agreed upon Papillion/Springfield boundary between the two (2) cities shall be as designated and delineated on Exhibit “A”- City of Papillion and City of Springfield Boundary Map (the “Boundary Map”), attached hereto and incorporated herein by reference.

3. **Exercise of Jurisdiction.** Papillion and Springfield hereby agree that neither Party shall exercise any land use, planning, and zoning jurisdiction, nor annex any real estate across the blue boundary lines designated in the Boundary Map, unless the Party wishing to exercise such jurisdiction first obtains the consent of the affected Party’s governing body by formal action to exercise such jurisdiction or annexation across said dividing line.

4. **Duration.** This Agreement shall be effective upon approval by the governing bodies of all of the Parties. This Agreement may only be terminated by mutual agreement of Papillion and Springfield, as evidenced by a resolution adopted by their respective governing bodies.

5. **Responsibilities of Parties.** In consideration of entering into the Agreement, the Parties agree to the following terms:

   a. Upon approval of this Agreement by the governing bodies of all of the Parties and proper execution of the Agreement by the appropriate officials, Springfield shall immediately dismiss its Complaints for cases CI15-1025 and CI16-1484 with prejudice, which it filed in the District Court of Sarpy County, Nebraska.

   b. Springfield hereby supports any requests made by Papillion to Sarpy for current and future ceding and transfer of land which are within one-half mile of Springfield’s extraterritorial jurisdiction and which comply with the Boundary Map. Springfield’s approval of this Agreement shall be deemed to be the resolution passed in support of any such cedings to Papillion as is required pursuant to Neb. Rev. Stat. § 13-327.

   c. Papillion hereby supports any requests made by Springfield to Sarpy for current and future ceding and transfer of land which are within one-half mile of Papillion’s extraterritorial jurisdiction and which comply with the Boundary Map. Papillion’s approval of this Agreement shall be deemed to be the resolution passed in support of any such cedings to Springfield as is required pursuant to Neb. Rev. Stat. § 13-327.

   d. Papillion and Springfield mutually agree to Sarpy’s amendment of the 1995 County Industrial Sewer Construction Act Future Growth and Development Area Map (the “1995 Map”) as depicted and set forth in Exhibit “B” – 2016 County Industrial Sewer Act Future Growth and Development Area Map (the “2016 Map”).

   e. Sarpy shall amend the 1995 Map as depicted and set forth in the 2016 Map by separate resolution to its County Commissioners on October 4, 2016, which resolution shall be contingent upon the execution of this Agreement by all of the Parties.

   f. Each Party shall furnish the other Parties with a certified copy of the Resolution of its governing body authorizing the execution, implementation, or reaffirmation of this Agreement.

   g. The Parties contemplate that a simultaneous adoption of this Agreement by their
respective governing bodies will occur on October 4, 2016.

6. Financing. No separate financing is necessary to implement this Agreement. Each of the Parties shall separately budget and defray the cost of services rendered and facilities constructed within their own jurisdiction as hereby established, except as may otherwise be mutually agreed upon by a separate interlocal agreement by the Parties in respect to specific projects.

7. Powers and Responsibilities. Each of the Parties hereto shall perform their respective powers and responsibilities herein provided for through their respective governing bodies and customary procedures. The Parties anticipate that the effective administration of this cooperative effort undertaken hereby will not require an administrator or joint board.

8. Real Property. Each Party shall acquire, hold and dispose of real and personal property used by them in this cooperative undertaking in their separate corporate capacities and not jointly, except as may otherwise be mutually agreed by a separate interlocal agreement by the governing bodies of the Parties.

9. Personal Interest. The Parties hereby declare and affirm that no officer, party or employee, and no party of their governing bodies, and no other public official or parties who exercise any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of either Parties’ obligations pursuant to this Agreement which affects his or her personal interests, or any partnership or association in which he or she directly or indirectly is interested, nor shall any employee, nor any party of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

10. Miscellaneous.
   a. Separate Legal Entities. This Agreement shall not be construed to have created a spate legal or administrative entity.
   b. Governmental Subdivision. Except as provided herein, each Party shall maintain its autonomy and indebtedness as a governmental subdivision. This Agreement shall not relieve any Party of any obligations or responsibility imposed upon it by law except to the extent of actual and timely performance by the Agency as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.
   c. Modifications. That no modification, termination or amendment of this Agreement may be made except by written agreement signed by all of the Parties; provided, however, any future modifications to this Agreement, which do not impact the actions of Sarpy, do not require Sarpy to be a party to the amendment. Copies of any such amendments shall be provided to Sarpy after the approval by the governing bodies of Papillion and Springfield.
   d. Notice.
      i. Papillion:
         City of Papillion
City Clerk
122 East Third St.
Papillion, NE 68046

ii. Springfield:

City of Springfield
City Administrator
170 N. 3rd Street
P.O. Box 189
Springfield, NE 68059

iii. Sarpy:

The County of Sarpy, Nebraska
County Clerk
1210 Golden Gate Plaza
Papillion, NE 68046

e. Severability. In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

f. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska. Accordingly, the Parties agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska.

g. Governing Law. The Parties shall conform to all existing and applicable ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.

h. Incorporation. The recitals are incorporated herein by this reference.

i. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise have been made by either party hereto to the other unless expressly stated in this Agreement, or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied upon any verbal representations, agreements or understandings not expressly set forth herein.

j. Assignment. This Agreement, or any benefit, interest, obligation, or responsibility of any Party under this Agreement, may not be assigned by any Party without express written consent of all of the Parties.
k. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.

l. Remedies. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Parties agree that any Party shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

[End of Agreement]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date and year first above written.

CITY OF PAPILLION, NEBRASKA
A municipal corporation,

[Signature]
MAYOR

ATTEST:

[Signature]
City Clerk (SEAL)

CITY OF SPRINGFIELD, NEBRASKA
A municipal corporation,

[Signature]
MAYOR

ATTEST:

[Signature]
City Clerk (SEAL)

SARPY COUNTY, NEBRASKA

Chairman of Board of Commissioners 10-4-11

(SEAL)

County Clerk
October 5, 2016

Chris Vance
Sarpy County
1210 Golden Gate Dr.
Papillion, NE 68046

RE: Interlocal Agreement – Sarpy County, City of Papillion and City of Springfield

Dear Chris,

Enclosed please find copies of the above referenced agreement that was passed and approved by the Papillion City Council at their October 4, 2016 meeting. Please sign your section of the agreement and mail it to Kathleen at Springfield at the address below, along with this letter. Once all of the signatures are obtained, Kathleen will distribute fully executed copies to all named parties.

Kathleen Gottsch
City Administrator/Clerk/Treasurer
City of Springfield
P.O. Box 189
170 North 3rd Street
Springfield, NE 68059

Please contact me if you have any questions.

Sincerely,

Elizabeth Butler, CMC
City Clerk

SARPY COUNTY CLERK'S OFFICE
ADMINISTRATION DEPT.