

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

12/001356

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL COOPERATION ACT AGREEMENT WITH THE CITY OF GRETNA

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), 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 (Reissue 2007), 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.* (Reissue 2007), an Interlocal Cooperation Act Agreement has been proposed with the City of Gretna and Sarpy County for the purpose of Sarpy County providing technical assistance in zoning administration and building inspections in the City of Gretna's jurisdiction on an as needed basis; 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 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 28<sup>th</sup> day of August 2012.

Attest

SEAL



[Signature]  
Sarpy County Board Chairman

[Signature]  
County Clerk

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this \_\_\_ day of August 2012, by and between the City of Gretna, Nebraska (Gretna) and Sarpy County, Nebraska (County), pursuant to the Nebraska Interlocal Cooperation Agreement Act, Neb. Rev. Stat. 1943 §13-801, et.seq., as amended.

WHEREAS, The City of Gretna and Sarpy County are political subdivisions duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, the two entities desire to make more efficient use of their powers to provide services by cooperating to the mutual advantage of both; and

WHEREAS, the parties hereto wish to enter into an interlocal cooperation agreement whereby Sarpy County will allow its Planning & Building Department staff to be available for assistance on certain projects in Gretna's jurisdiction on an as needed, short-term basis.

WHEREAS, it is mutually agreed by and between Gretna and the County as follows:

### DUTIES OF SARPY COUNTY

1. Sarpy County employs planning, zoning and building professional staff and Gretna has a need for such technical expertise from time to time on a short-term basis until they fill similar vacant positions on their staff. Sarpy County will allow Gretna to utilize its Planning and Building Department staff on a short-term borrowed servant basis and will charge and be compensated for the time of said staff at \$70.00 per hour.
2. Sarpy County will provide technical assistance in reviewing proposed development and subdivision plans along the Highway 370 corridor within Gretna's extra-territorial jurisdiction to evaluate compliance with Gretna codes and regulations.
3. Sarpy County building inspectors will inspect on-site residential and/or commercial buildings during various stages of construction and remodeling.
  - a. The inspectors will inspect buildings for compliance with the 2006 International Codes as amended.
4. Sarpy County inspectors agree to perform Gretna inspections as soon as the inspections can be worked into their schedule. Sarpy County will inform Gretna when the inspection is scheduled after the relevant information such as location and the type of inspection is received from Gretna.
5. If Sarpy County is not able to perform an inspection within 7 working days following receipt of the inspection request, Sarpy County will promptly inform Gretna of same.
6. Upon completion of an inspection Sarpy County will forward the inspection results to Gretna.
7. Sarpy County will keep records of the location and time spent at each location or invoice purposes.
8. Sarpy County will submit an invoice to the Gretna City Clerk's Office at the end of each month for the services performed.

9. This Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska 13-801 et. seq. RRS, Nebraska, 1943. The parties agree:
  - a. The duration of this Agreement shall be effective upon approval by each governing body and shall remain in full force and effect until December 31, 2012 or until terminated by either party upon 30 days written notice.
  - b. There is no separate legal or administrative entity created hereby.
  - c. The purpose hereof is as stated in the preambles to this Agreement.
  - d. 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.
10. The parties hereby declare and affirm that no officer, member or employee, and no member 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 in the performing of either parties' obligations pursuant to this Agreement which affects his or her personal interests, or any employee nor any member of their governing bodies, have 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 or in conflict with any law of the State of Nebraska 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 constructed and enforced as if the Agreement did not contain that particular part, term, condition or provision held to be invalid.
12. Either entity may seek legal or equitable relief in a court of competent jurisdiction to address the interpretation or enforcement of the terms of this Agreement and to seek injunctive relief if either entity deems the same necessary and advisable.
13. 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.
14. This Agreement shall become effective upon it being adopted by the City Council and the County Board of Commissioners.
15. Each Party shall furnish the other with a certified copy of the resolution of its governing body authorizing execution and implementation of this Agreement.
16. Each Party agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees

physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

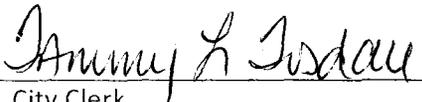
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date and year first above written.

CITY OF GRETNA, NEBRASKA

A municipal corporation,

  
MAYOR

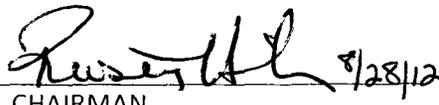
ATTEST:

  
City Clerk

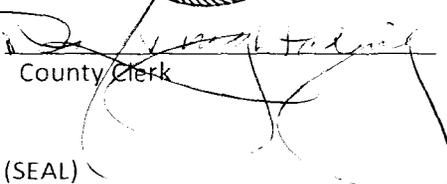
(SEAL)

Sarpy County, Nebraska

A political subdivision,

  
CHAIRMAN

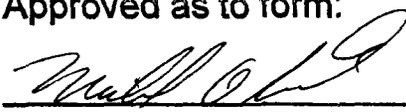
ATTEST:

  
County Clerk

(SEAL)



Approved as to form:

  
County Attorney

Sarpy County Board of Commissioners Report  
Staff Report Prepared: August 22, 2012, 2012  
County Board Date: August 28, 2012

Subject	Type	By
Interlocal Agreement with the City of Gretna to assist with planning and development issues on an interim as-needed basis	Resolution	Bruce Fountain, AICP, EDFP Planning Director

➤ **Background and Analysis:**

The City of Gretna has asked for assistance on some planning, zoning, development and permitting issues on a short-term interim basis. They are in the process of hiring staff to replace Donna Lynam as Zoning Administrator/Building Inspector – as you know, Donna began working for the Sarpy County Planning and Building Department as our Zoning Administrator/Building Inspector on August 13, 2012. Since there a couple of projects underway in Gretna’s jurisdiction which Donna was heavily involved with, the City has requested an interlocal agreement to allow us to assist them at least until they get their staff position filled and trained. The application period for their position has closed and they are in the process of selecting candidates for interviews.

The agreement would allow the County’s Planning and Building Department staff to provide technical assistance in reviewing proposed development and subdivision plans along the Highway 370 corridor within Gretna’s extra-territorial jurisdiction to evaluate compliance with Gretna codes and regulations and provide assistance in reviewing building plans and on-site inspections on residential and/or commercial buildings during various stages of construction and remodeling.

The agreement provides for the County to be compensated for staff time spent assisting Gretna at a rate of \$70.00 per hour and provides a termination time of December 31, 2012 or it may be terminated by giving 30 days written notice by either party.

➤ **Staff Recommendation:**

Staff recommends approval of the interlocal agreement in order to assist the City of Gretna on temporary basis until they can fill the vacant position with their own staff.

Respectfully submitted by:



Bruce Fountain, AICP, EDFP  
Director, Planning & Building Dept.