

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2007 AGENDA

Subject:	Type:	Submitted By:
UNITED CITIES OF SARPY COUNTY— INTERLOCAL AGREEMENT & LOBBYING AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

SYNOPSIS

Resolutions have been prepared to approve an Interlocal Cooperation Agreement with the cities of Bellevue, Gretna, Papillion and Springfield to jointly hire a lobbyist and to authorize the execution of a lobbying agreement with Kelley & Lehan, P.C. for lobbying services.

FISCAL IMPACT

In FY 07/08, the cost for La Vista's participation is \$5,640.

RECOMMENDATION

Approval.

BACKGROUND

As you are aware, during the past several months, the mayors of the Sarpy County cities have been meeting regularly to discuss issues of common interest. One item that has been discussed is the need for a presence at the legislature, not only to pursue issues of common interest, but to stay informed during the session regarding any emerging initiatives or issues that could impact our municipalities.

The mayors determined that joint lobbying efforts would be mutually beneficial to their respective jurisdictions and as a result, they are recommending Joe Kohout from Kelley & Lehan, P.C. to represent the cities. Joe and his firm have a proven track record and have been highly recommended. The base contract and expenses total \$28,200 and each jurisdiction will be responsible for one-fifth (1/5) of the total or \$5,640.

As a part of the Mayor and City Council's annual strategic planning, the need to be more proactive on legislative issues was recognized. Action items included both forming a consortium with other jurisdictions in order to work cooperatively in pursuit of mutual interests and to adopt a common legislative agenda for advancing state policies that promote the common interests of the consortium. The subject agreements begin to accomplish both initiatives.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITIES OF BELLEVUE, GRETNA, PAPILLION AND SPRINGFIELD TO JOINTLY HIRE A LOBBYIST TO LOBBY ON BEHALF OF THE PARTIES IN THE NEBRASKA LEGISLATURE.

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 outlined in an interlocal agreement.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with the cities of Bellevue, Gretna, Papillion and Springfield to jointly hire a lobbyist to lobby on behalf of the parties in the Nebraska Legislature, 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 _____, 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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

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, which costs, including authorized reimbursable expenses to the lobbyist, shall not exceed \$30,000.00 in any 12-month period.

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. 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 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.

5. The retention of a lobbyists 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. 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

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A LOBBYING AGREEMENT BETWEEN THE UNITED CITIES OF SARPY COUNTY AND KELLEY & LEHAN, P.C. FOR LOBBYING SERVICES BEFORE THE NEBRASKA STATE LEGISLATURE AND GOVERNOR IN AN AMOUNT NOT TO EXCEED \$30,000.

WHEREAS, the cities of Bellevue, Gretna, La Vista, Papillion and Springfield (UNITED CITIES OF SARPY COUNTY) 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 Mayor and City Council have identified the need for a lobbyist as a strategic initiative and did appropriate funds in the FY 07/08 municipal budget for the hiring of a lobbyist; and

WHEREAS, following an interview and reference checks the mayors of the United Cities of Sarpy County have selected Joe Kohout with Kelley & Lehan, P.C. to serve as their joint lobbyist.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Mayor is hereby authorized to execute a lobbying agreement between the United Cities of Sarpy County and Kelley & Lehan, P.C. for lobbying services before the Nebraska State Legislature and Governor in an amount not to exceed \$30,000.

PASSED AND APPROVED THIS _____ DAY OF _____, 2007

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LOBBYING AGREEMENT

THIS AGREEMENT is entered into by and between,

THE City of Bellevue, City of Gretna, City of La Vista, City of Papillion and City of Springfield ("UNITED CITIES OF SARPY COUNTY"), pursuant to _____, the Interlocal Agreement dated _____ and entered into under the Interlocal Corporation Act of the State of Nebraska, (together hereinafter "Client")

and

KELLEY & LEHAN, P.C. (hereinafter "Firm" or "lobbyist").

WHEREAS, the Client is interested in securing the professional services of the Firm, specifically including the services of JOSEPH D. KOHOUT ("Principal Lobbyist"), to provide lobbying services before the Nebraska State Legislature and Governor, in order that the Client's interests and concerns can be best attended, represented and advanced before the Legislature and Governor, and in legislation that is proposed and/or adopted; and,

WHEREAS, it is the purpose of this Agreement to delineate the terms and conditions, including compensation, related to the retention of the services of the Firm in that capacity.

NOW, THEREFORE, in consideration of these premises, it is agreed by and between the parties as follows:

1. Duties: The Firm shall be responsible for monitoring, proposing and advocating on behalf of Client with respect to legislative activity during this Agreement, as such activity may impact or otherwise affect, directly or indirectly, the interests of the Client. In that regard, the Firm shall be responsible for familiarizing itself with the operations and circumstances of the Client to the extent necessary, including legal and political factors and considerations; provided, however, that the Client shall fully cooperate with the Firm in that endeavor. For purposes of this section, proposing shall mean working with the Client and in conjunction with a member of the Legislature for the purposes of introducing legislation during either a regular or special session of the Nebraska Legislature.

Except for additional services specified herein, lobbying services shall include those services ordinarily provided by a professional lobbyist representing the legislative interests of a coalition of cities and shall specifically include but not be limited to regular reports (and special reports advisable under the circumstances) to a person designated by the Client on all matters affected hereunder.

The Firm shall appoint a place or person of contact by which the Firm may be contacted at all times when the Legislature is in session.

The Client shall appoint a place or person of contact by which the Client may be contacted at all times when the Legislature is in session.

The Firm shall supply copies of all bills or other materials on any matters of potential interest or impact to the Client within twenty-four (24) hours following their availability.

The Firm shall provide regular written reports (and special reports advisable under the circumstances) to the Client on any bill or other matter of potential interest or impact to the Client that is introduced before the Legislature or which may otherwise be a subject of discussion by the Legislature, including progress reports on the advancement thereof.

The Firm shall be responsible for the preparation of a legislative package for the current Legislative Session in accordance with the direction of the Client.

The Firm shall be responsible for initiating, drafting, coordinating and/or advocating the introduction and/or and passage of legislation for Client.

The Firm shall be responsive and address matters raised by the Client within specified timeframes, and provide professional counsel and advice to the Client concerning any matter recommended, proposed or actually before the Legislature that may affect the interests of the Client and such other services as are reasonably necessary to properly represent the Client's interests. It is specifically agreed that the Firm shall provide all time and effort and resources reasonably necessary in order to effectively meet the concerns and interests of the Client.

It is further understood and agreed that in performance of its responsibilities hereunder, the status of the Firm shall be that of an independent contractor. The Firm shall be free to act in accordance with its own judgment and discretion; provided, however, that the Firm shall have no authority to bind or act on behalf of the Client except as specifically approved in advance by the Client. It is specifically agreed that no person employed by the Firm for related or incidental services shall be construed to be an employee or agent of the Client. Responsibility therefor shall be that of the Firm, including responsibility for any errors, actions or omissions thereof. Performance of its responsibilities hereunder shall be in strict compliance with all applicable state, federal and local laws, rules and regulations, as well as applicable ethical requirements.

The Firm will prepare and submit in a timely manner any filings and pay any related fees or other amounts from time to time required of Firm arising out of or resulting from the services provided hereunder. The Firm also will notify Client sufficiently in advance and prepare a draft of any filings periodically required of Client during this Agreement.

The Firm will maintain a current record of all time and expenses devoted or incurred by Firm for services provided under this Agreement. Firm will maintain said records for three years after the year in which the time or expense is incurred. These and all other records of Firm related to this Agreement will be subject to inspection and copying by Client promptly upon request. The provisions of this paragraph will survive termination of this Agreement.

2. Term: Unless terminated for cause, this Agreement shall be in full force and effect commencing September 1, 2007 through August 31, 2008 ("Term"). Client shall have the option to renew this Agreement at the end of the Term, and at the end of any subsequent term thereafter, for one or more additional twelve month terms (not to exceed a total of three additional terms after the initial Term), on the terms and conditions set forth herein, upon notice to Firm ninety days before expiration of the Term or any subsequent term; provided, however, that Firm shall have the option to reject Client's renewal of this Agreement upon written notice to Client within fifteen days after receiving Client's notice of renewal. This Agreement may be terminated before the end of the Term or any subsequent term upon mutual written Agreement of the parties; or by the Client if Client determines that there is "cause" for termination. For the purpose of the Agreement, "cause" shall include, without limitation, the Firm's or Principal Lobbyist's failure, refusal or neglect to perform any duty required hereunder, negligence or alleged criminal misconduct.

3. Compensation and Expenses: The Client agrees to pay the Firm as compensation for all services, hereunder, the sum of Twenty Five Thousand, Two Hundred Dollars (\$25,200.00) during the initial Term.

In addition to the compensation detailed above, Client shall be billed an amount equal to Three Thousand Dollars (\$3,000.00) during the initial Term to offset reasonable and necessary expenses actually incurred by the Firm associated with their role as lobbyist for the Client. These costs include, but are not limited to, the maintenance of an office, supplies, and telephone and any travel expenses incurred by Firm in performance of their duties as lobbyist. Provided, however, that Client shall not pay or reimburse any expenditures of Firm for alcoholic beverages or other amounts for which the expenditure of public funds would be prohibited.

On October 1, 2007 or as soon thereafter as is possible, Firm shall invoice Client Twenty Eight Thousand, Two Hundred Dollars (\$28,200.00) for total compensation and expenses, and this sum shall be due and payable within thirty (30) days of receipt of said invoice. Firm shall deposit and hold the sum in a separate interest bearing client trust account and shall, on the last working day of each month, draw against the total amount on hand in said account a sum equal to Two Thousand, One Hundred Dollars (\$2,100.00) for professional services provided, and a sum of up to Two Hundred Fifty Dollars (\$250.00) for expenses actually incurred, during the month under this Agreement. Interest earned on Client amounts held in said account will be paid to Client at the end of the Term, unless otherwise requested by Client. Any balance remaining in said account to the credit of Client upon termination of this Agreement shall be returned to Client.

The Firm will report to Client actual hours worked and expenses incurred under this Agreement. The report shall be provided to Client at the end of each month during the period of this Agreement, beginning with the first report covering the period September 1, 2007 through September 30, 2007. The report will provide a separate entry by day of the working individual, hours worked and brief description of the subject matter, work performed and expense incurred. In addition, the Firm shall provide a copy of the firm's trust card detailing the date on which a withdrawal occurred which is detailed in the paragraph above and the amount of Client's funds on hand in the account. If the Client elects to renew this Agreement for one or more additional terms, Client and Firm will reasonably and in good faith negotiate Firm compensation and expense reimbursement for the term, taking into consideration the rate of compensation, workload and expense reimbursement of the immediately preceding term, and anticipated workload and expense for the subsequent term; which compensation and expense reimbursement for the term shall be subject to approval of each city comprising the Client.

4. Captions: Captions used in this contract are for convenience and are not used in the construction of this contract.

5. Applicable Law: Except to the extent preempted by federal law, Nebraska law shall govern the terms and performance of this contract. The parties agree to submit and not object to personal jurisdiction of any state court of or located in Sarpy County, Nebraska, and that personal jurisdiction of and in any such court shall be proper, convenient and not objectionable.

6. Interest of the Lobbyist: The Firm covenants that it presently has no interest and shall not knowingly acquire any interest, direct or indirect, which would conflict with the performance of its duties required to be performed under this contract. Furthermore, the Firm is in agreement that, should a conflict of interest arise that would preclude the Firm from performing the lobbying services as outlined in this Agreement, the Firm will promptly notify Client of the nature of the conflict once Firm knows or reasonably should have known of the conflict, and compensation to the Firm will be reduced by the amount required for

Client to retain another lobbyist to represent Client on that issue(s) for which the Firm was found to be in conflict. If, however, Client perceives in its sole discretion that Firm may not be able to impartially continue performing lobbying services for Client, Client shall in the alternative have the option to terminate this Agreement with ten days written notice to the Firm.

7. Modifications: This contract contains the entire agreement of the parties. No representations were made or relied upon by either party, and there is no other agreement or understanding, other than as expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in a written amendment executed by each party.

8. Assignment: Personal lobbying of members of the legislative or executive branches or their offices shall be performed by the Principal Lobbyist unless otherwise agreed by the Client. Other lobbying services shall be provided under the direction and control of the Principal Lobbyist by such members or employees of the Firm as the Principal Lobbyist designates. The Firm may not assign any right under this contract without the express prior written consent of the Client.

9. Strict Compliance: All provisions of this contract and any document that shall be attached hereto by the parties and incorporated herein by specific reference shall be strictly complied with as written.

10. Authorized Representative: In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process during the term of this contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representative of the parties:

- (1) The United Cities of Sarpy County
Brenda Sedlacek Gunn
City Administrator
La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska 68128
Blair, Nebraska 68008
- (2) Kelley & Lehan, P.C.
Joseph D. Kohout
7134 Pacific Street
Omaha, Nebraska 68106

11. Insurance. Firm shall obtain and maintain during this Agreement such insurance in such amounts and providing such coverages as Client from time to time requires, issued by an insurer acceptable to Client that is authorized to do business in the State of Nebraska, and naming the Client (and each of the municipalities comprising Client) as an additional named insured.

12. Remedies. Any remedies specified herein for breach of this Agreement shall be cumulative and available to and exercisable by the parties along with all other remedies at law or in equity, including, but not limited to, injunction and specific performance. The municipalities comprising the Client will have the authority to jointly enforce this Agreement pursuant to the Interlocal Agreement, or to severally enforce this Agreement.

13. Client Action. Except as otherwise provided herein, Client action under this Agreement shall require such approval and be taken in the manner provided in the Interlocal Agreement.

EXECUTED this _____ day of _____, 2007.

CITY OF BELLEVUE, NEBRASKA

ATTEST: By: _____

City Clerk Mayor

City Clerk

CITY OF GRETNNA, NEBRASKA

ATTEST: By: _____

City Clerk Mayor

City Clerk

CITY OF LA VISTA, NEBRASKA

ATTEST: By: _____

City Clerk Mayor

City Clerk

CITY OF PAPILLION, NEBRASKA

ATTEST: By: _____

City Clerk Mayor

City Clerk

CITY OF SPRINGFIELD, NEBRASKA

ATTEST: By: _____

City Clerk Mayor

City Clerk

KELLEY & LEHAN, P.C.

By: _____
Joseph D. Kohout

Witnessed by: _____

8/30/2007 3:58 PM

Lobbying Agreement

Insurance Requirements

Pursuant to Paragraph 11 of the agreement between the United Cities of Sarpy County (“Client”) and Kelley & Lehan, P.C. (“Firm”) for professional lobbying services (“Agreement”) effective September 1, 2007, Firm shall maintain in effect at its sole cost and expense insurance providing at least the following coverages for the duration of the Agreement and thereafter for a period equal to the longest limitations period applicable to acts, omissions or claims arising out of or resulting from the Agreement:

1. General commercial liability: \$2,000,000 per occurrence and \$4,000,000 annual aggregate;
2. Motor vehicle: Liability - \$1,000,000 per person and \$2,000,000 per occurrence, and physical damage - \$500,000 per occurrence; and
3. Workers compensation: Statutory limits (“Insurance”).

Said Insurance shall be provided by an insurer authorized to do business in Nebraska and satisfactory to Client, and shall name Client (and each of the cities comprising the Client) as an additional named insured. If professional services will be provided under the Agreement, Firm also shall maintain professional liability coverage of \$5,000,000 per occurrence and \$5,000,000 annual aggregate. The terms and conditions of any policy providing required coverages shall be subject to review and approval of Client from time to time. Said policies shall not be cancelable, terminable or modifiable without thirty (30) days prior written notice delivered to Client. Further, if any coverage is on a claims-made basis, Firm shall, prior to the effective date of termination of said coverage, purchase at its expense, either a replacement policy annually

thereafter having a retroactive date no later than the effective date of this Agreement or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the Firm's current coverage. Firm shall provide current certificates of coverages to Client upon request.