



Community Redevelopment Authority (CRA)

Tuesday, August 28, 2007
Regular Meeting

Item X1

Interlocal Agreement with City of Grand Island

Staff Contact: Chad Nabity

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made pursuant to the Nebraska Interlocal Cooperation Act (the "Act") by and between the City of Grand Island, Nebraska (the "City") and the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority") with respect to the following facts:

1. The City is a city of the first class and a public agency within the meaning of the Act; and
2. The Authority is a community redevelopment authority duly created by the City and is a public agency within the meaning of the Act; and
3. The City and the Authority desire to enter into an agreement whereby the Authority will reimburse the City related to the performance of services by whomever the City Administrator shall designate, as Director for the Authority.

NOW, THEREFORE, in consideration of the foregoing facts, the terms and conditions of the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority agree as follows:

1. The City and the Authority specify the following pursuant to Section 3 of the Act:
 - a. The duration of this Agreement is for the period beginning on July 1, 2005 and ending September 30, 2006; thereafter, the Agreement shall automatically renew for successive one year terms beginning each October 1st until terminated as provided in this Agreement.
 - b. No separate legal or administrative entity is created by this Agreement.
 - c. The purpose of this Agreement is to provide for reimbursement by the Authority to the City for certain services provided by whomever the City Administrator shall designate, as Director of the Authority ("Director").
 - d. The obligations of the City and the Authority pursuant to this Agreement shall be financed pursuant to their general budgets. No additional budgets or financing shall be required.
 - e. This Agreement may be terminated at any time by either party upon 30 days prior written notice to the other party. All facilities and equipment provided by the City and used by the Director for the benefit of the Authority shall remain the property of the City upon termination of this Agreement. If termination occurs on any day other than the last day of the month, the monthly reimbursement payable to the City by the Authority

pursuant to this Agreement for the month of termination shall be prorated based on the number of days in the month of termination during which this Agreement is in effect.

- f. (1) The City agrees that the Director will spend, during the term of this Agreement, approximately ten percent (10%) of his or her time, more or less, as Director of the Authority. The City further agrees that the Director may use the physical office provided to him or her by the City, together with equipment, supplies and services (such as telephone and utilities) provided in connection with his or her office for his or her services as Director of the Authority. Neither the City nor the Director shall be obligated to record or maintain records of the actual allocation of his or her time or of the equipment, supplies and services provided in connection therewith, as between the City and the Authority.

(2) In consideration of the provision of the services of the Director, and the related provision of the use of his or her office and of equipment, supplies and services in connection therewith, the Authority shall reimburse to the City a sum equal to ten percent (10%) of the Director's total annual salary and benefits and ten percent (10%) of the Planning secretary's total annual salary and benefits, as determined by the City of Grand Island Salary Ordinance in effect on the date of this Agreement, and on the first day of October for each subsequent year. All reimbursements due under this provision are to be made in equal quarterly installments due on the last day of the quarter.

(3) CRA shall also reimburse the City for expenses directly attributable to the operation of the CRA. These expenses shall include, but not be limited to, publication expenses, such as legal notices, office supplies and postage, travel expenses and all other line item expenditures set forth in the CRA budget.
 - g. The City Finance Director will serve, as provided by Neb. Rev. Stat., §18-2102.01(7), as Ex-Officio Treasurer of the Authority, at no additional compensation. The City agrees that but for equipment and supplies unique to the Authority, that the physical office, equipment, supplies and services provided in connection with his or her services as Ex-Officio Treasurer of the Authority, is also at no additional compensation.
2. The City and the Authority specify the following pursuant to Neb. Rev. Stat. §18-2102.01(4):
- a. This Agreement shall be administered by the members of the Authority and the Mayor and Council of the City.

- b. The office and equipment shall remain the property of the City. Supplies and services provided to the Authority shall become the property of the Authority as and when used by the Authority. No other property shall be conveyed or transferred as between the City and the Authority in connection with this Agreement.
- c. This Agreement shall not relieve either the City or the Authority of any obligations imposed on it by law. This Agreement shall be governed by the laws of the State of Nebraska. This Agreement is entered into strictly for the benefit of the parties hereto and shall not inure to the benefit of or create rights in favor of any third party. This Agreement shall be effective upon approval by the members of the Authority and by the Mayor and Council of the City.

IN WITNESS WHEREOF, the City and the Authority hereby execute this Agreement by their duly authorized officers as of the date written below.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNaee Edwards
RaNaee Edwards, City Clerk

By: Jay Vavricek
Jay Vavricek, Mayor

Approved as to form by City Attorney DRW
Approved by Resolution 2005- 191

Attest:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA,

Chris H. [Signature]
Secretary

By: Bruce J. [Signature]
, Chairperson

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 21 day of November, 2005, by Jay Vavricek, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

Michelle R. Nelson
Notary Public
GENERAL NOTARY - State of Nebraska
MICHELLE R. NELSON
My Comm. Exp. Feb. 21, 2006

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)


The foregoing instrument was acknowledged before me this 21st day of November, 2005,
by Danny G. Soudsbak of the Community Redevelopment Authority of the City of Grand Island,
Nebraska..



Traci A. Raber

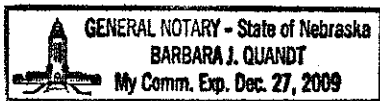
Notary Public

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA


Chad Nabity, Director

By: Barry H. Sandstrom
Barry Sandstrom, Chairperson

The foregoing instrument was acknowledged before me this 25 day of August, 2007 by Barry Sandstrom, on behalf of the Community Redevelopment Authority of City of Grand Island, Nebraska.



Barbara J. Guandt
Notary Public