

*Interlocal Agreement
Personnel Department*

THIS AGREEMENT made and entered into by and between the County of Lancaster, Nebraska, a governmental subdivision of the State of Nebraska, hereinafter called the "County," and the City of Lincoln, Nebraska, a municipal corporation and governmental subdivision of the State of Nebraska, a municipal corporation and governmental subdivision of the State of Nebraska, hereinafter called the "City."

WHEREAS, LB 995, Laws of Nebraska, 1974 [now Neb. Rev. Stat. § 23-2517 to 23-2533 (1974)] permits local governmental agencies charged with public personnel, in establishing lists from which eligible candidates shall be certified for appointment, and in the interchange of personnel and their benefits; and

WHEREAS, the Interlocal Cooperation Act [Neb. Rev. Stat. § 23-2201 to 23-2207 (1974)] permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units to provide services and facilities on a basis of mutual advantage; and

WHEREAS, Neb. Rev. Stat. §15-751 (1974) and Article 2, Sections 6 and 7 of the City Charter of Lincoln further authorize contractual agreements promoting cooperation and the simultaneous service of officers or employees to both the county and city; and

WHEREAS, the county and city desire to cooperate in order to create a personnel department in the most efficient manner possible and to their mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by and between the parties as follows:

1. City-County Personnel Department. There is hereby created a City-County personnel department, hereinafter referred to as joint department. The department shall be supervised by a city-county personnel administrator who shall be the city personnel director and who shall be responsible to the mayor for the performance of duties on behalf of the city pursuant to the Charter and ordinances of the City of Lincoln, and who shall be the county personnel officer and shall be responsible to the board of county commissioners for the performance of duties on behalf of the county pursuant to Neb. Rev. Stat. § 23-2517 to §23-2533. The city-county personnel administrator shall appoint a city desk officer who shall be responsible to the city-county personnel administrator for city personnel services and a county desk officer who shall be responsible to the city-county personnel administrator for county personnel services.

2. County Budget. The county agrees to fund its share of the joint department by annual appropriation to that department on the basis of a proposed annual budget submitted to the county board of commissioners by the city-county personnel administrator, subject to the approval of the county board of commissioners. Such budget shall be no more than the pro rata share of the annual operating cost of the joint department, including the cost of employees furnished by the county, in the same percentage as the total number of county employees bears to the total number of city and county employees; however, special personnel services shall be separately budgeted and paid for the respective government requesting such service.

3. City Budget. The city agrees to fund its share of the joint department on the basis of a proposed annual budget submitted to the city council and mayor by the city-county personnel administrator, subject to the approval of the city council. Such budget shall be no more than the pro rata share of the annual operating costs of the city-county personnel office, including the cost of

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employees furnished by the city, in the same percentage as the total number of city employees bears to the total number of city and county employees; however, special personnel services shall be separately budgeted and paid for by the respective governmental subdivision requesting such service.

4. Termination. Subject to annual review, this agreement shall remain in full force and effect from year to year until amended or terminated. This agreement may be terminated by either party giving to the other no less than ninety (90) days advance written notice of termination. After said notice, this contract shall terminate without necessity of further action by either party. The written notice provisions of this paragraph may be shortened or lengthened by mutual written agreement of the parties.

5. Services to County. The joint department shall provide for the county's personnel related needs as described by and in accordance with LB 995, Laws of Nebraska, 1974 [now Neb. Rev. Stat. §23-2517 to §23-2533] and other personnel and labor-related services as needed by the county.

6. Services to City. The joint department shall provide for the city's personnel related needs as described by and in accordance with LB 995, Laws of Nebraska and the Charter of the city, particularly Article IX-A thereof and other personnel and labor-related services as needed by the city.

7. Appointment. The city-county personnel administrator shall be subject to appointment by the mayor and by the county board of commissioners. No appointment shall be final and valid until the city council shall have acted affirmatively thereon. The county shall appoint the city-county personnel administrator as the county personnel officer as prescribed in LB 995, Laws of Nebraska, 1974 [now Neb. Rev. Stat. § 23-2533]. The city shall appoint the city-county personnel administrator as the city personnel director as prescribed §2.58.100 of the Lincoln municipal code and other applicable statutes, ordinances and charter provisions.

8. Dismissal. The city-county personnel administrator shall be subject to dismissal by both the county and the city. The county may dismiss the city-county personnel administrator as the county personnel officer as prescribed by personnel rules and statutes. The city may dismiss the city-county personnel administrator as the city personnel director as prescribed by statute, ordinance, and charter. In the event that either the county or the city shall dismiss the city-county personnel administrator, the other party must also consider and formally concur or not concur with the dismissal. In the event that both parties do not concur in the dismissal, either party may terminate this agreement as provided in paragraph 4 hereof.

9. County Personnel Rules. All county personnel policy rules now in effect shall remain in effect and any amendments thereto shall be as prescribed by statute.

10. City Personnel Rules. All city personnel policy rules, ordinances, and regulations shall remain in effect and any amendments thereto shall be as prescribed by statute and/or ordinance.

11. County Legal Opinions. The county shall continue to provide written opinions concerning applicable laws of the State of Nebraska and rules and regulations propounded by the county personnel policy board and the county board of commissioners pertaining to the services herein provided to the county or other county personnel matters are requested or deemed necessary by the city-county personnel administrator.

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12. City Legal Opinions. The city shall continue to provide written opinions concerning applicable laws of the State of Nebraska and rules, ordinances, and regulations propounded by the city personnel policy board and the city council pertaining to the services herein provided the county or other county personnel matters are requested or deemed necessary by the city-county personnel administrator.

13. Functions of county and city. All personnel functions and responsibilities of the county, the county board of commissioners, the county personnel policy board, and county department heads and likewise, all city personnel government functions and responsibilities shall remain as prescribed by statute and ordinance.

14. Property Acquired. Personal property for the operation of the joint department shall be supplied as needed from the current city personnel department and county personnel department. Future personal property needs shall be met with funds supplied through the budgetary process described in paragraphs 2 and 3 of this agreement and according to the funding formula contained in those paragraphs. If this agreement should be terminated, said personal property shall be disposed of on the following basis: All personal property originally supplied by either the city or county shall revert to the respective supplier; all property acquired according to the provisions of paragraphs 2 and 3 of this agreement shall be divided as nearly as possible on the basis of funds provided according to those paragraphs.

15. Employees. Employees of the joint department shall, for purposes of compensation, fringe benefits, and all other personnel related matters, be considered city employees.

IN WITNESS WHEREOF, each of the parties hereto have caused this contract to be executed in duplicate by the respective, duly authorized officers as of the date indicated below.

Dated this 3rd day of August, 1976. (City Resolution A-62980; August 2, 1976; County Resolution 1E-1549, August 3, 1976).