

AMENDMENT

THIS AMENDMENT, is entered into by and between the County of Lancaster, a political subdivision of the State of Nebraska, hereinafter referred to as the "County" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City."

WHEREAS, the parties entered into an Interlocal Agreement executed by the County on July 1, 2003, under County Contract Number C-03-0339, and by the City on July 2, 2003, under City Resolution No. A-82177, to cooperate in providing a receptionist to serve both the City Council and the Lancaster County Board of Commissioners by sharing in the cost for the provision of receptionist services; and

WHEREAS, under the Interlocal Agreement as amended in 2006, the City and the County share equally in the cost of salary and benefits for the receptionist services; and

WHEREAS, the City Council position of Excluded Senior Office Assistant has been vacant since the date of February 3, 2010; and

WHEREAS, the joint receptionist created under the Interlocal Agreement has provided almost all of the office support for the City Council previously provided by the Excluded Senior Office Assistant; and

WHEREAS, the City and County wish to amend this Agreement to compensate the County for the additional costs incurred to provide office services to the City Council because of the vacancy described above.

NOW THEREFORE, in consideration of the mutual covenants contained in the Interlocal Agreement under County Contract Number C-03-0339 and City Resolution No. A-82177, and hereinafter, it is agreed by and between the parties that the following amendment to the Interlocal Agreement be made:

Amendment 1. Amend Paragraph 3 by substituting the following:

3. Payment: The County shall be reimbursed upon submission of documentation to the City that services have been provided under the terms of the agreement. The City shall make payment to the County within forty-five (45) days of the request for payment. The cost of the salary and benefits for the receptionist services shall be shared equally by the City and the County. **Provided, for the period beginning February 3, 2010 and ending when the City Council's position of Excluded Senior Office Assistant is filled and the new person begins working, the City will pay ninety percent (90%) of the cost of salary and benefits for the joint receptionist. Additionally, the City will pay the one time sum of \$2,000 to the County, in consideration of the County providing an exceptional circumstance award to the joint receptionist for performing the additional work caused by the vacancy on the City Council staff.** The City shall be responsible for half of the cost of rental space and remodeling for the location where the

individual shall be located. Any costs for acquisition of personal property which shall include, but not be limited to, a computer, telephone, chair and other general office supplies for the operation of the receptionist shall be shared equally by the City and the County. The parties agree that, by written request of either party, they shall re-evaluate the percentage of costs for which the parties are responsible based upon the percentage of services each party receives.

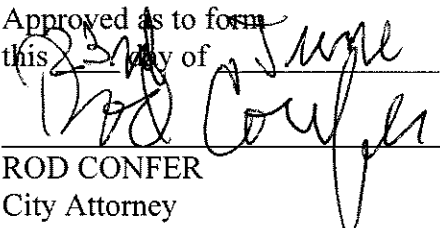
All other terms and conditions of the Interlocal Agreement shall remain in full force and effect, unless they are inconsistent with the terms of this amendment.

EXECUTED this ____ day of _____, 2010, by the CITY.

CITY OF LINCOLN, NEBRASKA

By: _____
Chris Beutler, Mayor

Approved as to form
this _____ day of _____, 2010.



ROD CONFER
City Attorney

EXECUTED this ____ day of _____, 2010, by the COUNTY.

THE COUNTY BOARD OF
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

By: _____
Bernie Heier, Chair

APPROVED AS TO FORM
this ____ day of _____, 2010.

Deputy County Attorney
for GARY E. LACEY
County Attorney