

City of Scottsbluff, Nebraska

Monday, July 20, 2015

Regular Meeting

Item Public Inp3

Council to consider the revised Western Nebraska Economic Development Inter-Local agreement and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

**INTERLOCAL COOPERATION AGREEMENT
FOR ECONOMIC DEVELOPMENT PURPOSES**

This Interlocal Cooperation Agreement for Economic Development Purposes (“Agreement”) is made and entered into on this ____ day of _____, 2015, by and between the following participants:

Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska;
City of Scottsbluff, Nebraska, a municipal corporation;
City of Gering, Nebraska, a municipal corporation;
City of Terrytown, Nebraska, a municipal corporation;
City of Minatare, Nebraska, a municipal corporation;
City of Mitchell, Nebraska, a municipal corporation;
City of Bridgeport, Nebraska, a municipal corporation;
City of Bayard, Nebraska, a municipal corporation;
City of Kimball, Nebraska, a municipal corporation;
Village of Morrill, Nebraska, a municipal corporation;
Village of Lyman, Nebraska, a municipal corporation;
Village of McGrew, Nebraska, a municipal corporation; and
Village of Melbeta, Nebraska, a municipal corporation.

WHEREAS, the political subdivisions and municipal corporations named above (the “participants”) are desirous of entering into an agreement pursuant to the Nebraska Interlocal Cooperation Act, found at Neb. Rev. Stat. §13-801 et seq., as the same may from time to time be amended, for the purpose of carrying out the recommendations set forth in the Regional Economic Strategic Plan (the “Plan”) in a cost effective and efficient manner; and

WHEREAS, the City of Scottsbluff, Nebraska had commissioned Thomas P. Miller and Associates, with the support of Foote Consulting Group, LLC to complete the Plan for a comprehensive view of this issue to focus on in the Scotts Bluff County regional area and then develop a strategic plan; and

WHEREAS, Thomas P. Miller and Associates has issued the Plan for the communities in Scotts Bluff County, Nebraska and have issued recommendations for working jointly with all municipal entities to realize success in regard to the Plan.

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions set forth in this Agreement, the participants agree as follows:

1. **TERM.** The Term of this Agreement shall continue unless terminated as hereinafter provided.

2. PURPOSE. The purpose of this Agreement is to provide cooperative funding and effort to realize economic development success through cooperative efforts of the municipalities involved and to jointly use the resources available for all municipalities to attract industry, commercial ventures, and potential employers to the Scotts Bluff County regional area.

3. ASSETS ACQUIRED. There will be no assets or property acquired pursuant to this Agreement. However, if the Committee, as defined later in this Agreement, recommends and the administrator, as defined later in this Agreement, decide to make an exception to the provisions prior to the acquisition of assets or property funded by assessments of the participants, then those assets and property shall be disposed of by the participants in equal percentages according to the number of municipalities who have entered into this Agreement. Any property or other assets acquired pursuant to this Agreement from funds other than those assessed for the participants will be held and disposed of in the same manner.

4. MANAGEMENT/COMMITTEE. This joint effort shall be administered by a joint committee. The committee shall be known as the "Western Nebraska Economic Development Committee" (the "Committee"). The governing bodies of Scotts Bluff County, the City of Scottsbluff, City of Gering, City of Terrytown, City of Mitchell, City of Minatare, Village of Morrill, City of Bridgeport, City of Bayard, and City of Kimball may appoint one representative as a member of the Committee and may appoint one or more alternates to attend the Committee meeting in the place of their representative. The remaining entities consisting of the Village of Lyman, Village of McGrew and the Village of Melbeta may collectively appoint one representative and one or more alternates. Each representative or alternate shall be entitled to one vote on all matters presented before the Committee. The representatives or alternate on the Committee shall be appointed to one term by their respective governing body. Any representative or alternate may be appointed to succeed himself or herself on the Committee for additional terms. Representatives and alternates shall serve without compensation, but shall receive reimbursement for actual, necessary expenses paid through the budget of the Committee.

The Committee shall elect a chairperson and a vice-chairperson from among its representatives. The vice-chairperson shall act in the absence of the chairperson. The Committee shall meet at such time and place as specified by call of the chairperson or any four representatives. At least one meeting shall be held quarterly. A majority of appointed representatives or alternates shall constitute a quorum to conduct business at any meeting.

5. COMMITTEE DUTIES. The Committee shall be responsible for adopting and maintaining guidelines/rules of procedure governing the actions and expenditures of money in regard to economic development projects including the funding of Twin Cities Development, the respective Chambers of Commerce in each participant's jurisdiction, Panhandle Area Development Agency, and other economic development projects that will benefit the region within Scotts Bluff County, Nebraska. The Committee shall also assist those municipal corporations which have an Economic Development Program pursuant to the Local Option Economic Development Act with the implementation of such programs.

6. ADMINISTRATOR. The administrator of this Agreement shall be an employee of the City of Scottsbluff, Nebraska ("Scottsbluff"). The administrator shall be subject to the rules and regulations of the Scottsbluff Personnel Department and it is entitled to the benefits of Scottsbluff. The duties and responsibility of the administrator shall include: direction and management of the day-to-day operations of the Committee, hiring, replacement or removal of any employees subordinate to them, if any, attending meetings of the Committee and provide opinion(s) on any matters submitted to the administrator either orally or in writing as may be required; accounting for all funds received and dispersed by the Committee, preparing an annual budget for submission to the Committee, assisting those municipal corporations which have an Economic Development Program pursuant to the Local Option Economic Development Act with the implementation of such programs and performing such other duties as may be required by the Committee.

7. EMPLOYEES. It is contemplated that neither the Committee nor the administrator will hire any employees to administer this Agreement.

8. FISCAL YEAR. The committee shall adopt a fiscal year budget commencing October 1, and terminating on September 30 of each succeeding year.

9. CLAIMS. All claims and expenditure of funds through the Committee shall be processed by Scottsbluff as all claims are presently processed and approved or denied, or as the processing may be amended.

10. FINANCIAL PARTICIPATION. To provide adequate financial support for the economic development activities of the Committee, each participant will annually contribute monies to the Committee. The amount will be determined using a formula based on the latest Federal census reflecting the participant's percentage of the total county population. Each participant's financial obligation will be due October 1st of year unless otherwise agreed. If a participant objects to their contribution share or fails to budget and contribute monies to the Committee, then that action will automatically terminate this Agreement as to that participant and any payments made toward the economic development activities of the Committee shall be forfeited.

11. TERMINATION. Any participant may terminate their participation in this Agreement as of September 30th of any year provided, however, written notice of such termination must be delivered to the other parties not less than one hundred eighty (180) days prior to the first day of October of that year. This procedure shall be in addition to all remedies available by law to all participants in the Committee. If any participant terminates its participation in the Committee, the Committee will not render any aid in regard to any economic development activities for that participant.

12. INTERLOCAL COOPERATION ACT. Pursuant to the provisions of the Nebraska Interlocal Cooperation Act, and to the extent not specified in this Agreement, the

parties further state as follows:

No separate legal or administrative entity will be created pursuant to this Agreement. Existing agents of their respective participant will complete the terms of this Agreement.

The obligations of this Agreement will be financed as may be provided for by law by each of the respective participant.

Termination of this Agreement shall properly occur as provided herein.

The participants acknowledge, stipulate and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

13. SEVERABILITY. If any of the provisions of this Agreement, or the application thereof, to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications, and to this provision of this Agreement are declared to be severable.

14. NOTICE. All notices required or permitted under this agreement shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, to the parties at their address as follows:

IN WITNESS WHEREOF, the parties have hereunto set their official hands and seals, effective this _____ day of _____, 2015.

COUNTY OF SCOTTS BLUFF,

By: _____ By: _____
Chairperson of the Board of Commissioners County Clerk (SEAL)

CITY OF SCOTTSBLUFF,

Attest:

By: _____
Mayor City Clerk (SEAL)

CITY OF GERING,

Attest:

By: _____
Mayor

City Clerk (SEAL)

CITY OF TERRYTOWN,

Attest:

By: _____
Mayor

City Clerk (SEAL)

CITY OF MINATARE,

Attest:

By: _____
Mayor

City Clerk (SEAL)

CITY OF MITCHELL,

Attest:

By: _____
Mayor

City Clerk (SEAL)

CITY OF BRIDGEPORT,

Attest:

By: _____
Mayor

City Clerk (SEAL)

CITY OF BAYARD,

Attest:

By: _____
Mayor

City Clerk (SEAL)

CITY OF KIMBALL,

Attest:

By: _____
Mayor

City Clerk (SEAL)

VILLAGE OF MORRILL,

Attest:

By: _____
Mayor

Village Clerk (SEAL)