

City of Scottsbluff, Nebraska

Monday, October 5, 2015

Regular Meeting

Item Reports5

Council to consider the support agreement with Panhandle Area Development District (PADD) and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

SUPPORT AGREEMENT

The City of Scottsbluff, Nebraska ("City") and Panhandle Area Development District ("PADD") agree to provide support and services as set forth in this Support Agreement ("Agreement").

Recitals:

- A. PADD, provides economic development, grant and comprehensive planning assistance for areas of the Nebraska Panhandle, including for residents within the City; and
- B. PADD has requested financial support from the City to continue its assistance to the City; and
- C. The City has determined that as long as it maintains its current level of funding, it will support PADD as the support would benefit all citizens in the City; and
- D. An agreement to provide support between the City and PADD is appropriate for both parties.

Agreement:

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to PADD. All support by the City shall be addressed each fiscal year and shall be determined during the City's budgetary process. This Agreement shall be for a period of one year, effective October 1, 2015 to September 30, 2016. Either party may, with a 30-day notice, terminate this Agreement with or without cause.

2. Services Provided by PADD: Services provided by PADD include: providing an economic development loan fund along with administrative guidance and assistance for economic development, assisting in the development of infrastructure projects, exploring grant possibilities, developing comprehensive plans, assist with tourism for western Nebraska, and development of the Heartland Express Way.

3. Use of Support Funds by PADD: Provided the City makes funding available, all funds received by PADD from the City pursuant to this Agreement must be used for the continuation of services to the City and areas of the Nebraska Panhandle. PADD shall report to the City Manager of the City on a regular basis regarding its activities.

4. Reporting and Auditing. As a way of insuring the City's support funds will be used in compliance with this Agreement, a representative of PADD will report to the City Council at

least twice per year or as requested on the activities and plans. The City's Finance Director and the director of PADD shall reconcile and audit the support account annually. The fiscal year-end reconciliation and audit shall be completed within 60 days of the close of the City's fiscal year, which closes on September 30 of each year. PADD agrees to provide the City with its most recent budget prior to signing this Agreement. In addition, PADD will provide the City with its current budget and annual audit when they have been approved and are available for distribution for each year during the term of this Agreement.

5. Performance Measures. As a way for the City and PADD to measure the use of the support pledged under this Agreement, the City asks PADD to do the following:

- (i) Utilize PADD's Economic Development Loan Fund
- (ii) Provide matching funds for programs under the Economic Development Administration of the Federal Department of Commerce
- (iii) Assist the City in obtaining grant funds for municipal projects
- (iv) Provide Housing Market Studies as needed by the City
- (v) Assist in CDBG grant administration
- (vi) Provide fiscal and legal assistance for Western NE Tourism
- (vii) Support Heartland Expressway effort
- (viii) Provided Comprehensive Plan information as needed to the City.

6. Early Termination: Upon early termination, the City's support to the PADD shall be prorated, using a monthly basis.

7. Total Support Payment to PADD: Provided the City has funding available, the City by this Agreement shall contribute an annual amount of money to support PADD equal to \$11,657.00. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above.

CITY OF SCOTTSBLUFF, NEBRASKA

PANHANDLE AREA DEVELOPMENT DISTRICT

By _____
Mayor

By _____
Executive Director

By _____
City Clerk

Dated: _____

Dated: _____

