

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2015**

**Regular Meeting**

## **Item Reports3**

**Council to consider the revised Western Nebraska Economic Development Interlocal Cooperation Agreement and authorize the Mayor to execute the agreement.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

**WESTERN NEBRASKA ECONOMIC DEVELOPMENT  
INTERLOCAL COOPERATION AGREEMENT  
FOR ECONOMIC DEVELOPMENT PURPOSES**

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This Interlocal Cooperation Agreement ~~for Economic Development Purposes~~ (“~~this 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 identified on the attached “Exhibit A”. The entity created 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 this Agreement shall be known as Western Nebraska Economic Development (“WNED”).~~

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~~— WHEREAS, the~~ **Recitals:**

~~\_\_\_\_\_ a. The City of Scottsbluff, Nebraska~~ ~~had~~ commissioned Thomas P. Miller and Associates, (“~~TPMA~~”), with the support of Foote Consulting Group, LLC, to complete ~~the Plan a~~ **Regional Economic Development Strategic Plan (the “Plan”)** for a comprehensive view of ~~this issue to focus on ineconomic development for~~ the Scotts Bluff County regional area and then develop a strategic plan; ~~and.~~

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~~— WHEREAS, Thomas P. Miller and Associates~~ ~~\_\_\_\_\_ b. TPMA~~ has issued the Plan ~~for the communities in and has~~ ~~Scotts Bluff County, Nebraska and have~~ issued recommendations

for working jointly with all municipal entities to realize success in regard to the Plan. Since the issuance of the Plan, a determination has been made to expand the scope of the regional area beyond Scotts Bluff County, to include other interested parties within the Nebraska Panhandle.

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~~— 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. c. The political subdivisions who are parties to this Agreement (the "Members") desire to enter into this agreement pursuant to the Nebraska Interlocal Cooperation Act (the "Act"), for the purposes of (i) carrying out the recommendations of the Plan in a cost effective and efficient manner, and (ii) to evaluate and make recommendations concerning opportunities for cooperation with respect to economic development in the region.~~

**Agreement:**

**1. Membership and Duration:** Members may become members of WNEB by (a) resolution of a Member's governing board, (b) delivering a signature page to this Agreement to the Administrator (as provided for below), and (c) paying the Annual Dues (as provided for below). Members may withdraw from membership as provided for below. However, once a Member has withdrawn its membership, it may not become a member at a future date without the approval of a majority of the Committee (as provided for below). This Agreement shall continue until (i) terminated by agreement of all Members at the time of the termination or (ii) there is only one remaining Member. "Exhibit A" shall be revised by the Administrator from time to time to reflect the then-current membership as new Members become members or existing Members withdraw as members.

**2. Purpose:** The purpose of this Agreement is to provide for a means to engage in a cooperative funding and effort to realize economic development success through cooperative efforts of the municipalities involved for the Members and to jointly use the resources available for all municipalitiesMembers to attract industry, commercial ventures, and potential employers to the Scotts Bluff County regional arearegion covered by the Members.

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~~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~~

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~~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.~~

~~3. ——— 4. ———~~ ~~MANAGEMENT/COMMITTEE. This joint effort~~ **Property:** All real and personal property (“Property”) contributed to or acquired by WNEC shall be the property of WNEC. In the event that there is any Property owned by WNEC at the time that this Agreement is terminated, that Property shall be divided equally between the Members at the time of the termination. However, the Committee may, at any time, recognize unequal contributions from the Members for the acquisition of certain Property, and determine with respect to any such Property that any such distribution of that Property will be based on the actual percentage of contributions from each Member for that Property.

~~4. Management: WNEC shall be administered by a joint committee. The committee shall be known as the “Western Nebraska Economic Development Committee” made up of representatives of the Members (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 Kimball may at least 500 residents as determined by the most recent federal census shall be entitled to appoint one representative as a member-member of the Committee. All other Members may join together and appoint one member of the Committee. Each Member shall name their member of the Committee and may appoint along with one or more alternates to serve in the event that the primary member cannot 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 members shall have a term as determined by the appointing Member(s). Committee Members shall serve without compensation, but shall receive. The Committee may authorize reimbursement for actual, necessary expenses incurred or paid throughfor the budgetbenefit of the CommitteeWNEC.~~

The Committee shall elect a ~~chairperson~~ **Chairperson** and a ~~vice chairperson~~ **Vice-Chairperson** from among its ~~representatives-members~~. The ~~vice chairperson~~ **Chairperson** shall preside at all meetings of the Committee. The ~~Vice-Chairperson~~ **Chairperson** shall act in the absence of the ~~chairperson~~ **Chairperson**. The Committee shall also elect a Secretary, who is not required to be a member of the Committee. The Committee shall meet at such time and place as specified by call of the chairperson or any four ~~representatives-members~~. At least one meeting shall be held quarterly. A majority of ~~appointed representatives or alternates~~ **the Committee** shall constitute a quorum to conduct business at any meeting.

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~~5. COMMITTEE DUTIES. Committee Duties:~~ The Committee shall be responsible for ~~adopting and maintaining guidelines/rules of procedure~~ governing the actions of WNED and expenditures of money in regard to economic development projects ~~including. In addition to specific projects, this may include~~ the funding of ~~Twin Cities Development, the respective regional economic development organizations,~~ Chambers of Commerce ~~in each participant's jurisdiction, and the~~ Panhandle Area Development Agency, and other economic development projects that will benefit the region within ~~Scotts Bluff County, Nebraska. Draft.~~ 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. In order to accomplish its responsibilities, the Committee may adopt and maintain guidelines and rules of procedure.

~~6. ADMINISTRATOR. Administrator:~~ The ~~administrator~~ Administrator of ~~this Agreement~~ WNED shall be an employee of the City of Scottsbluff, ~~Nebraska ("The Administrator may have duties assigned by the City of Scottsbluff").~~ ~~The administrator shall be subject in addition to the rules and regulations of the Scottsbluff Personnel Department and it is entitled to the benefits of Scottsbluff serving as Administrator.~~ The duties ~~and responsibility~~ of the ~~administrator~~ Administrator shall include: (a) direction and management of the day-to-day operations of the Committee, hiring, replacement or removal of any employees subordinate to them, if any, (b) attending meetings of the Committee and provide, (c) providing opinion(s) on any matters submitted to the administrator either orally or in writing as may be required; Administrator by the Committee: (d) accounting for all funds received and dispersed by the Committee, (e) preparing an annual budget for submission to the Committee, and (f) 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 (g) 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.~~

~~7. FISCAL YEAR. Fiscal Year:~~ The committee shall adopt a fiscal year budget commencing October 1, and terminating on September 30 of each succeeding year.

~~8. CLAIMS. Claims:~~ All claims and expenditure of Committee funds through the Committee shall be processed by the Scottsbluff (following the recommendation of the Committee) as all claims are presently processed.

~~9. Financial Participation:~~ Each Member will contribute dues as determined by the Committee (the "Annual Dues"). The Annual Dues shall be paid at the time that a Member joins WNED and approved then again on or denied, or as the processing may be amended before October 1 of each year. Annual Dues may not be refunded. From time to time, the Committee may provide for additional assessments (each, an "Assessment") for specific projects. An Assessment shall be made based on a formula or other method as determined by the Committee.

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The participation in such projects and the payment of the related Assessment by a Member shall be voluntary, and shall not be a requirement of continued membership in WNED. The Committee may, however, provide that the Members who do not pay an Assessment shall not receive the benefit of the related project.

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~~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 1<sup>st</sup> 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 30<sup>th</sup> 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.~~

~~10. 12. INTERLOCAL COOPERATION ACT. Pursuant to the provisions of the Nebraska Termination: A Member may terminate its membership at any time by notifying the Administrator. The membership of any Member who fails to pay Annual Dues may be terminated by action of the Committee. In addition, the membership of a Member who commits to the payment of an Assessment, and then fails to pay the Assessment, may also be terminated by action of the Committee. WNED shall not be required to render assistance to terminated Member.~~

~~Interlocal Cooperation Act, and to: WNED is created pursuant to the Act. To the extent not specified in this Agreement, the parties further state as follows:~~

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~~No Members agree that 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.~~

~~11. The participants~~The Members acknowledge, ~~stipulate~~ and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

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~~12. 13. SEVERABILITY.~~Severability: The provisions of this Agreement shall be severable. If any of the provisions of this Agreement, or the application ~~thereof~~of any provision 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.~~

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~~14. NOTICE.~~Notices: All notices required or permitted under this agreement shall be in writing and shall be deemed given when ~~mailed~~(i) personally delivered, (ii) sent by electronic mail to the email address provided for on the Member's signature page, (iii) sent by nationally-recognized courier service with proof of delivery to the address provided for on the Member's signature page, or (iv) sent by registered or certified United States mail, return receipt requested, to the parties at their address as follows:

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~~13. IN WITNESS WHEREOF, the parties have hereunto set their official hands and seals, postage prepaid, to the address provided for on the Member's signature page. A Member may change its email address or mailing address by delivering to the Administrator a new signature page which contains the changed information. A notice shall be consider effective this~~ day of \_\_\_\_\_, 2015 upon receipt.

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**“Exhibit A”**  
**Western Nebraska Economic Development Members**

City or Village of:

- Bayard
- Bridgeport
- Gering
- Gordon
- Kimball
- Mitchell
- Morrill
- Scottsbluff
- Sidney
- Terrytown

Scotts Bluff County\_\_\_\_\_

**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)

Signature Page  
to  
Western Nebraska Economic Development Interlocal Cooperation Agreement

\_\_\_\_\_  
City/Village/County of

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Name: \_\_\_\_\_ Clerk  
Title: \_\_\_\_\_

Mailing or Delivery Address:

Preferred Contact:

Phone No.:

Email address:

## **WESTERN NEBRASKA ECONOMIC DEVELOPMENT INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (this “Agreement”) is made between the political subdivisions identified on the attached “Exhibit A”. The entity created pursuant to this Agreement shall be known as Western Nebraska Economic Development (“WNED”).

### **Recitals:**

a. The City of Scottsbluff, Nebraska commissioned Thomas P. Miller and Associates (“TPMA”), with the support of Foote Consulting Group, LLC, to complete a Regional Economic Development Strategic Plan (the “Plan”) for a comprehensive view of economic development for the Scotts Bluff County regional area and then develop a strategic plan.

b. TPMA has issued the Plan and has issued recommendations for working jointly with all municipal entities to realize success in regard to the Plan. Since the issuance of the Plan, a determination has been made to expand the scope of the regional area beyond Scotts Bluff County, to include other interested parties within the Nebraska Panhandle.

c. The political subdivisions who are parties to this Agreement (the “Members”) desire to enter into this agreement pursuant to the Nebraska Interlocal Cooperation Act (the “Act”), for the purposes of (i) carrying out the recommendations of the Plan in a cost effective and efficient manner, and (ii) to evaluate and make recommendations concerning opportunities for cooperation with respect to economic development in the region.

### **Agreement:**

**1. Membership and Duration:** Members may become members of WNED by (a) resolution of a Member’s governing board, (b) delivering a signature page to this Agreement to the Administrator (as provided for below), and (c) paying the Annual Dues (as provided for below). Members may withdraw from membership as provided for below. However, once a Member has withdrawn its membership, it may not become a member at a future date without the approval of a majority of the Committee (as provided for below). This Agreement shall continue until (i) terminated by agreement of all Members at the time of the termination or (ii) there is only one remaining Member. “Exhibit A” shall be revised by the Administrator from time to time to reflect the then-current membership as new Members become members or existing Members withdraw as members.

**2. Purpose:** The purpose of this Agreement is to provide for a means to engage in a cooperative effort to realize economic development success for the Members and to jointly use the resources available for all Members to attract industry, commercial ventures, and potential employers to the region covered by the Members.

**3. Property:** All real and personal property (“Property”) contributed to or acquired by WNED shall be the property of WNED. In the event that there is any Property owned by WNED at the time that this Agreement is terminated, that Property shall be divided equally between the Members at the time of the termination. However, the Committee may, at any time, recognize unequal contributions from the Members for the acquisition of certain Property, and determine with respect to any such Property that any such distribution of that Property will be based on the actual percentage of contributions from each Member for that Property.

**4. Management:** WNED shall be administered by a committee made up of representatives of the Members (the “Committee”). Each Member with a population of at least 500 residents as determined by the most recent federal census shall be entitled to appoint one member of the Committee. All other Members may join together and appoint one member of the Committee. Each Member shall name their member of the Committee along with one or more alternates to serve in the event that the primary member cannot attend a meeting of the Committee. Committee members shall have a term as determined by the appointing Member(s). Committee Members shall serve without compensation. The Committee may authorize reimbursement for actual, necessary expenses incurred or paid for the benefit of WNED.

The Committee shall elect a Chairperson and a Vice-Chairperson from its members. The Chairperson shall preside at all meetings of the Committee. The Vice-Chairperson shall act in the absence of the Chairperson. The Committee shall also elect a Secretary, who is not required to be a member of the Committee. The Committee shall meet at such time and place as specified by call of the chairperson or any four members. At least one meeting shall be held quarterly. A majority of the Committee shall constitute a quorum to conduct business at any meeting.

**5. Committee Duties:** The Committee shall be responsible for governing the actions of WNED and expenditures of money in regard to economic development projects. In addition to specific projects, this may include the funding of regional economic development organizations, Chambers of Commerce and the Panhandle Area Development District. 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. In order to accomplish its responsibilities, the Committee may adopt and maintain guidelines and rules of procedure.

**6. Administrator:** The “Administrator” of WNED shall be an employee of the City of Scottsbluff. The Administrator may have duties assigned by the City of Scottsbluff in addition to serving as Administrator. The duties of the Administrator shall include: (a) direction and management of the day-to-day operations of the Committee, (b) attending meetings of the Committee, (c) providing opinion(s) on any matters submitted to the Administrator by the Committee; (d) accounting for all funds received and dispersed by the Committee, (e) preparing an annual budget for submission to the Committee, and (f) 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 (g) performing such other duties as may be required by the Committee.

7. **Fiscal Year:** The committee shall adopt a fiscal year budget commencing October 1 and terminating on September 30 of each succeeding year.

8. **Claims:** All claims and expenditure of Committee funds shall be processed by the Scottsbluff (following the recommendation of the Committee) as all claims are presently processed.

9. **Financial Participation:** Each Member will contribute dues as determined by the Committee (the "Annual Dues"). The Annual Dues shall be paid at the time that a Member joins WNED and then again on or before October 1 of each year. Annual Dues may not be refunded. From time to time, the Committee may provide for additional assessments (each, an "Assessment") for specific projects. An Assessment shall be made based on a formula or other method as determined by the Committee. The participation in such projects and the payment of the related Assessment by a Member shall be voluntary, and shall not be a requirement of continued membership in WNED. The Committee may, however, provide that the Members who do not pay an Assessment shall not receive the benefit of the related project.

10. **Termination:** A Member may terminate its membership at any time by notifying the Administrator. The membership of any Member who fails to pay Annual Dues may be terminated by action of the Committee. In addition, the membership of a Member who commits to the payment of an Assessment, and then fails to pay the Assessment, may also be terminated by action of the Committee. WNED shall not be required to render assistance to terminated Member.

11. **Interlocal Cooperation Act:** WNED is created pursuant to the Act. To the extent not specified in this Agreement, the Members agree that no separate legal or administrative entity will be created pursuant to this Agreement. The Members acknowledge and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

12. **Severability:** The provisions of this Agreement shall be severable. If any of the provisions of this Agreement, or the application of any provision 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.

13. **Notices:** All notices required or permitted under this agreement shall be in writing and shall be deemed given when (i) personally delivered, (ii) sent by electronic mail to the email address provided for on the Member's signature page, (iii) sent by nationally-recognized courier service with proof of delivery to the address provided for on the Member's signature page, or (iv) sent by registered or certified United States mail, return receipt requested, postage prepaid, to the address provided for on the Member's signature page. A Member may change its email

address or mailing address by delivering to the Administrator a new signature page which contains the changed information. A notice shall be consider effective upon receipt.

**“Exhibit A”**  
**Western Nebraska Economic Development Members**

City or Village of:

Bayard  
Bridgeport  
Gering  
Gordon  
Kimball  
Mitchell  
Morrill  
Scottsbluff  
Sidney  
Terrytown

Scotts Bluff County



**Signature Page**  
**to**  
**Western Nebraska Economic Development Interlocal Cooperation Agreement**

City/Village/County of \_\_\_\_\_

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Name: \_\_\_\_\_ Clerk  
Title: \_\_\_\_\_

Mailing or Delivery Address:

Preferred Contact:

Phone No.:

Email address: