

City of Scottsbluff, Nebraska

Monday, November 21, 2016

Regular Meeting

Item Reports1

Council to consider an Interlocal Agreement with Gering for the development of an Industrial Tract and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, City Manager

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of Gering, a Nebraska municipal corporation (“Gering”), and the City of Scottsbluff, a Nebraska municipal corporation (“Scottsbluff”).

A. Gering and Scottsbluff are both political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and

B. Gering and Scottsbluff agree to cooperate in the location, acquisition and operation of an industrial park located at _____ (“industrial park”); and

C. Both Gering and Scottsbluff desire to acquire, construct, improve and develop an industrial park for location of business and industry in the Scotts Bluff County and panhandle area of Nebraska; and

D. According to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., Gering and Scottsbluff have determined the most efficient use of their powers in regard to economic development is to enable them to cooperate with each other on the basis of mutual advantage, and provide a location and facilities for an industrial park in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

THEREFORE, IT IS AGREED BY AND BETWEEN GERING AND SCOTTSBLUFF, PURSUANT TO NEB. REV. STAT. §13-807 (REISSUE 2012), AS FOLLOWS:

1. Agreement for Acquisition and Development:

A. Gering and Scottsbluff shall, jointly, on an equal basis, purchase and acquire a location for the industrial park. Both Scottsbluff and Gering will have input and approval on the location of the industrial park. Both parties will cooperate to agree what types of business that request to locate in the industrial park will be allowed to locate and operate in the industrial park. The cost to purchase and acquire the industrial park as well as the cost to make improvements will be divided equally by Gering and Scottsbluff. Effective the date of this agreement, the purchase, acquisition and improvements shall not be made until approved by the governing bodies of both Gering and Scottsbluff.

B. Both parties agree to use the Regional Economic Development Plan as a template when determining the types of business/entities that request to locate in the industrial park. To the extent that the parties utilize funding from their Economic Development (LB840) Programs, then the businesses which locate in the industrial park shall meet the requirement of a Qualifying Business as provided for in the parties’ respective Economic Development Plans.

- C. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such entity.
- D. The parties may contract with, registered engineers in the State of Nebraska (Engineering Contractor) for the preparation of plans and specifications for the construction of improvements to the industrial park, which may be completed in phases. The final plans and specifications for phases must be approved by both parties.
- E. The construction shall be completed in accordance with the final plans and specifications approved by the parties.
- F. Each party agrees that their employees, equipment and their insurable interest in any improvements made as a result of this Agreement are insured for general liability, auto liability and workers compensation. The parties further agree to provide certificates of insurance to the other, upon request, with respect to the general liability, auto liability and workers compensation insurance coverage.

2. Term of Agreement

This Agreement shall continue until such time as the agreed upon acquisition, construction, operation and maintenance of an industrial park have been completed, unless this Agreement is terminated sooner by written agreement of both parties.

3. Notice

Any notice under this Agreement shall be valid if sent to the following addresses:

City of Gering	City of Scottsbluff
Attn: City Administrator	Attn: City Manager
1025 P Street, P.O. Box 687	2525 Circle Drive
Gering, NE 69341	Scottsbluff, NE 69361

4. Miscellaneous provisions

- A. No separate legal or administrative entity will be created hereunder. Existing agents of the respective parties will complete the terms of this Agreement.
- B. It is understood and agreed by the parties that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of this state or the United States, the validity of the remaining parties, terms, conditions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

- C. The purpose of this Agreement is to provide terms and conditions which allow both Scottsbluff and Gering to share in the acquisition, construction, operation and maintenance of an industrial park.
- D. This Agreement will be financed through the usual budget processes provided for by law for the respective parties. Provided, if there are any other expenses in the operation of the industrial park not otherwise identified in this Agreement, then those expenses shall be divided equally, with each party paying one-half of the expense identified and upon presentation of documentation to each party.
- E. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 2012), the parties acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- F. Pursuant to Neb. Rev. Stat. §13-804(4)(a) (Reissue 2012), the parties agree that a Project Administrator may be designated for this Agreement by each party. "Project Administrator" shall mean an individual for each party who shall oversee the terms of this Agreement for their respective party. The Project Administrator for this Agreement shall be the City of Gering's City Administrator and the City of Scottsbluff's City Manager.
- G. Pursuant to Neb. Rev. Stat. §13-804(4)(b) (Reissue 2012), the parties agree that all real and personal property acquired under the terms of this Agreement shall be acquired, held and disposed of as described above.
- H. To the extent there are funds to be distributed to the parties following sales of parcels of real estate, such funds shall, unless another agreement has been made, be distributed equally between the parties. To the extent that a party has utilized Economic Development Funds in the acquisition and development of the industrial park, funds distributed to a party shall be returned to that party's Economic Development Fund.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF GERING

By _____
Mayor

Attest:

City Clerk (Seal)

CITY OF SCOTTSBLUFF

By _____
Mayor

Attest:

City Clerk (Seal)