

City of Scottsbluff, Nebraska

Monday, October 16, 2017

Regular Meeting

Item Reports5

Council to consider the Tri-City Interlocal Stormwater Program Agreement for the Cities of Gering, Scottsbluff and Terrytown and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, City Manager

**Tri-City Interlocal Stormwater Program Agreement
for the Cities of Gering, Scottsbluff and Terrytown**

This agreement is made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801ff, by the City of Gering, City of Terrytown and City of Scottsbluff, hereinafter called "Tri-City Stormwater", "the parties", "the partners", or "the partnership". All of the parties are municipal corporations established pursuant to the laws of the State of Nebraska.

ARTICLE I. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to enable the parties to cooperate with one another to facilitate their performance of their obligations under General NPDES Permit NER 310000, the laws of the State of Nebraska and the United States of America regarding the management of stormwater. This cooperation shall include but not be limited to:

1. Jointly meeting and consulting with one another about stormwater management issues.
2. Developing and recommending to their governing bodies appropriate legislation addressing storm water management issues.
3. Developing appropriate public educational materials and programs regarding stormwater management issues.
4. Jointly purchasing items from time to time for the parties' common use in carrying out the purposes of this agreement.
5. Jointly hiring consultants, accountants, attorneys and such other persons with such expertise as the parties may decide would be beneficial.

ARTICLE II. GOVERNING BOARD

1. To conduct the joint and cooperative undertaking, there is hereby established the "Tri-City Stormwater Board ("the Board"). The governing body of each party to this agreement will designate an officer or employee to serve on the Board. A certified copy of the resolution or other document designating such representative shall be furnished the Board to be included in the books and records of the Board.
2. The Board shall carry out the functions described in Article I herein, and such other functions as it may decide appropriate to accomplish the purposes of this Agreement, including but not limited to:
 - a) Defining storm water management program service needs (operation and maintenance and regulatory compliance) and desired levels of service for each party.
 - b) Providing access to staff and appropriate administrative services and data for understanding the needs for the defined service and desired levels of service; and information on existing commitment in storm water management.
 - c) Making recommendations for facilitating outreach, education, and public meetings to inform citizenry about comprehensive Storm Water Management Program service needs and desired service levels. Each Party will hold public meetings as required and the parties will provide staff to support these meetings.
 - d) Viewing and evaluating the results of the Storm Water Management Program and the funding for the program.
3. Board shall meet from time to time as the parties may agree.
4. It is contemplated that Chapter 84, Article 14, Revised Statutes of Nebraska (pertaining to public meetings) is applicable to such meetings. Each party shall meet the requirements of the Chapter 84,

Article 14, Revised Statutes of Nebraska by the same procedures it uses in publicizing meetings of its City Council.

5. Each party acknowledges that it has its own obligations in the management of storm water. It is contemplated that each party will incur expenses of various kinds, including but not limited to staff time, equipment, engineers, consultants, and attorneys to meet these obligations. No party will be entitled to reimbursement for such expenses.

ARTICLE V. PUBLIC EDUCATION, OUTREACH AND TRAINING ACTIVITIES

City of Scottsbluff will manage and coordinate education, outreach and training activities for the partnership. This will include programming, activities and events for audiences common to all three communities.

ARTICLE IV. FUTURE COSTS

The parties contemplate that additional costs may be incurred in carrying out the purposes of this agreement. Such costs may be shared among the parties according to the following formula, 60/35/5. This is determined by the population of each party according to the most recent federal census. Each party pays the proportion of the cost that its population bears to the total population of all parties. No costs shall be incurred for any individual expenditure that will result in any party's share being more than seven thousand five hundred dollars unless a specific agreement is made.

ARTICLE V. JOINTLY PURCHASED ITEMS FOR INDIVIDUAL OR COMMON USE BY THE PARTIES.

The parties contemplate that it may be desirable from time to time to jointly purchase items for the individual or common use of the parties. Any item purchased for common use will be deemed to be the property of the city that purchases the item but will be available for the use of all parties who participated in the purchase, under such terms as the parties may agree.

ARTICLE VI. MISCELLANEOUS.

1. This agreement shall be effective January 1, 2018 until December 31, 2023 or the duration of General NPDES Permit NER 310000, whichever comes later.
2. Any party may withdraw from this agreement by giving 30 days written notice to each other party. A withdrawing party shall bear no responsibility for costs incurred by the Board after the date of notice of withdrawal has been given to the other parties; provided that the withdrawing party shall remain obligated for its proportionate share of the costs of any obligations incurred prior to the date it gives notice of withdrawal.
3. Each party will finance its obligations under this agreement through its ordinary budgeting processes.
4. No Party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all other Parties.
5. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
6. No separate entity is created by this Agreement.
7. If any provision of this Agreement shall be unenforceable, such provision, to the extent permitted by law, shall be severed from this Agreement, leaving the remaining provisions intact.

8. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.

9. No officer, agent or employee of any party shall be subject to any liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officer, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law. The officials and employees of each party shall not be deemed agents or employees of any other party in performance of this Agreement.

10. This Agreement may be executed in several counterparts, each shall be an original, but all of them together constitute the same instrument.

11. This Agreement shall not affect any existing contract among the parties, unless in irreconcilable conflict with such other contract.

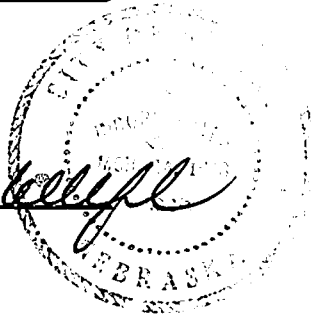
IN WITNESS WHEREOF the Parties have caused this Agreement to be executed in their Community names by their duly authorized officers, all as of the date first above written.

DATED: Sept. 25, 2017

Attest:

City Clerk

(Seal)



CITY OF GERING, NEBRASKA

Tony Kaufman
Tony Kaufman, Mayor

DATED: _____, 2017

Attest:

City Clerk

(Seal)

CITY OF TERRYTOWN, NEBRASKA

Kent Greenwalt
Kent Greenwalt, Mayor

DATED: _____, 2017

Attest:

City Clerk

(Seal)

CITY OF SCOTTSBLUFF, NEBRASKA

Randy Meininger
Randy Meininger, Mayor