

City of Scottsbluff, Nebraska

Monday, June 17, 2019

Regular Meeting

Item Reports1

Council to consider approval of the Terrytown/Scottsbluff Interlocal Stormwater agreement and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, City Manager

Agenda Statement

Meeting Date: June 17, 2019

AGENDA TITLE: Terrytown/Scottsbluff Interlocal Stormwater Agreement

SUBMITTED BY DEPARTMENT/ORGANIZATION: Stormwater

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION:

Stormwater permit NER310000 requires outfall and municipal facility inspections. This agreement allows Scottsbluff to conduct those inspections for Terrytown since they do not have qualified staff.

BOARD/COMMISSION RECOMMENDATION:

Tri-City Stormwater proposed the agreement January 29, 2019.
Terrytown approved the agreement June 6, 2019.

STAFF RECOMMENDATION:

Stormwater recommends approval of the contract.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Please provide all visual presentation materials.

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on this ____ day of _____, 2019, by and between the City of Terrytown, Nebraska, a municipal corporation, (“Terrytown”) and the City of Scottsbluff, Nebraska, a municipal corporation, (“Scottsbluff”) under the authority of the Interlocal Cooperation Act found at §13-810 et. seq. of the Nebraska Revised Statutes.

WHEREAS the Cities of Terrytown and Scottsbluff, along with the City of Gering, Nebraska (“Gering”), have entered into the Tri-City Interlocal Stormwater Program Agreement. That Agreement allows the Cities to cooperate with one another to facilitate the performance of their obligations under a General NPDES Permit NER 310000 and Stormwater Management Plan (“SWMP”).

WHEREAS Terrytown does not have sufficient staff to perform stormwater facility and outfall inspections in accordance with the SWMP.

WHEREAS Terrytown and Gering, have a combined NPDES Phase II Municipal Separate Storm Sewer System (MS4) General Permit which requires inspections of facilities annually.

WHEREAS Terrytown and Scottsbluff now agree to cooperate and combine their resources in order to provide a joint and cooperative undertaking in completing the annual inspections according to the terms of this Agreement.

AGREEMENT:

1. Purpose. The purpose of this Agreement is to authorize Scottsbluff, through its Stormwater Program Specialist, to perform and conduct stormwater facility and outfall inspections in accordance with Terrytown’s SWMP. The inspections will be conducted annually and following the inspection, Scottsbluff agrees to complete a stormwater facility inspection form or narrative report and deliver a copy of such form or report to Terrytown for recording in their SWMP. The stormwater specialist for Scottsbluff will also retain a copy for its records.

2. Consideration. In consideration for completing the annual inspections and reports, Terrytown agrees to pay Scottsbluff at a rate of \$41.00 per hour for work performed pursuant to this Agreement.
3. Term. The term of this Agreement shall be for four (4) years from the date set forth in the first paragraph of this Agreement, or until a new NPDES General Permit and SWMP is issued. In any event, this Agreement may be terminated by either party at any time, but not before a written notice is sent to the non-terminating party at least sixty (60) days prior to the termination date.
4. Property. Scottsbluff agrees to use its own employees, labor and equipment to conduct and perform the stormwater facility and outfall inspections. In addition Scottsbluff will use its own labor, equipment and employees to generate the report or narrative which will be forwarded to Terrytown following the annual inspection. Neither Terrytown nor Scottsbluff will acquire, hold or dispose of any real or personal property in connection with this Agreement.
5. Administration. There will be no separate legal or administrative entity established as a result of this Agreement. This Agreement will be administered by the Stormwater Program Specialist for Scottsbluff. As a result of this Agreement, the parties will not acquire or hold any property used in the undertaking, as Scottsbluff agrees to use all of its equipment, labor and employees to provide the inspections and reports as set forth in this Agreement.
6. Amendment. This Agreement constitutes the entire agreement between the parties as it relates to facility and outfall inspections. The terms and conditions of this Agreement can be amended and modified only in a writing signed by the governing bodies of both Terrytown and Scottsbluff.
7. Governing Law. This Agreement shall be governed by the laws of the State of Nebraska.
8. Miscellaneous.
 - a. No officer, agent or employee of either Terrytown or Scottsbluff shall be subject to any liability and accountability by reason of this Agreement or any

other documents related to the inspections or reports contemplated herein. Such officers, agents or employees shall be deemed to execute such documents in their official capacities only, not in their individual capacities. This section shall not relieve any officer, agent or employee from the performance of any official duty provided by law.

- b. The officials and employees of each party shall not be deemed agents or employees of any other party in the performance of this Agreement.
- c. This Agreement may be executed in several counterparts, each shall be an original, but all of them together constitute the same instrument.
- d. Neither party shall assign any interest or obligation of this Agreement.
- e. Each party will finance it's own obligations under this Agreement through its ordinary budgeting process.
- f. It is expressly provided that each party must comply with its own SWMP and comply with all of its requirements and that each municipality is required to comply with whatever permit conditions it must under Nebraska law.

Dated: June 6, 2019

Dated: _____, 2019

CITY OF TERRYTOWN,

CITY OF SCOTTSBLUFF,

By Christopher Leach
Mayor

By _____
Mayor

Attest:

Attest:

Jamena Leeling
City Clerk

City Clerk

