

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Resolut.2

Council to discuss and consider action on the Region 22 Management Agency Interlocal Agreement and Fee Schedule Addendum; approve the Resolution and authorize the Mayor to sign both the Agreement & Resolution.

Staff Contact: Rick Kuckkahn, Interim City Manager

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020 by and between the following public agencies:

Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska;
Banner 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;
Village of McGrew, Nebraska, a municipal corporation;
Village of Lyman, Nebraska, a municipal corporation;
Village of Henry, Nebraska, a municipal corporation;
City of Mitchell, Nebraska, a municipal corporation; and
Village of Morrill, Nebraska, a municipal corporation.

WHEREAS, the public agencies named above (the “parties”) are desirous of entering into an Agreement pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., as from time to time may be amended, and the Nebraska Joint Public Agency Act, Neb. Rev. Stat. § 13-2501 et seq., as from time to time may be amended, for the purpose of carrying out the provisions of the Emergency Management Act in a cost effective and efficient manner; and

WHEREAS, any actions authorized or taken pursuant to this Agreement shall be referenced as having been undertaken as the Region 22 Emergency Management Agency (EMA); and

WHEREAS, the parties are desirous of addressing funding resources, the distribution of funds and the provisions of services; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions set forth in this Agreement, the parties agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
 - a. Board of Directors (“Board”) means the board of representatives of the parties hereto, notwithstanding the provisions in paragraph 10 below;
 - b. Governing body has the same meaning as in section 13-503 of the Nebraska Revised Statutes as effective September 1, 2019;
 - c. Joint public agency means an entity, including a separate legal entity, created by Agreement pursuant to the Joint Public Agency Act;
 - d. Public Agency means any county, city, village, school district, or agency of the state government or of the United States, any drainage district, sanitary

- and improvement district, or other municipal corporation or political subdivision of this state, and any political subdivision of another state;
- e. Representative means a member of the Board and includes an alternative representative, if applicable;

2. The parties agree to cooperate by collectively referring to their efforts as Region 22 Emergency Management Agency ("Region 22").

3. This Agreement shall continue in effect so long as two or more public agencies continue to be parties to this Agreement. A party may withdraw from this Agreement and Region 22 Emergency Management by adoption of a resolution for withdrawal thereafter giving ninety (90) days notice to all other remaining parties to this Agreement. Written notice of withdrawing party upon withdrawal shall relinquish all interest it may have in property acquired or held pursuant to this Agreement.

4. The cooperative undertaking described in this Agreement contemplates that all costs associated with this Agreement shall be financed by assessments of the parties, and/or from other outside sources which may include but not be limited to state or federal aid or grants.

5. All property acquired through funds assessed from the parties will be held and disposed of by Region 22. However, if the Board of Directors, as defined later in this Agreement, decides to make an exception to this provision prior to the acquisition of property funded by assessments of the parties, then that property shall be disposed of by the parties in the same percentages as the most recent assessment made pursuant to paragraph 10 of this Agreement.

6. Any property acquired pursuant to this Agreement from funds other than those assessed from the parties will be held or disposed of by the party that contributes the funds and shall be made available for use as required by the Director of Region 22 EMA.

7. This Agreement does not establish a separate legal entity to conduct the cooperative undertaking at this time, but said separate legal entity may in the future be formed under this Agreement. An Emergency Management Director will be responsible for administering the cooperative undertaking. The Board of Directors (the Board) for Region 22 EMA shall be responsible for administering the cooperative undertaking of Region 22. The Board shall appoint a full time Emergency Management Director who shall be the Board's designee, who shall act for and on behalf of the Board.

8. The powers delegated but not relinquished to the Region 22 Emergency Management Agency are:

- a) To apply for, receive, utilize, and account/or funding to be received from state, federal, or private sources.
- b) To cooperate and enter into Agreements with all state, federal, or local agencies, departments, or subdivisions

- c) To own and hold real or personal property.
- d) To hire or discharge employees.
- e) To perform generally all other acts necessary or appropriate to carry out the purpose of this Agreement.

9. The Emergency Management Director (“Director”) shall be considered an appointed employee of Scotts Bluff County. The Director will conduct the day-to-day activities contemplated by this Agreement, and shall serve as the Emergency Management Director for each of the parties to this Agreement as contemplated by the Emergency Management Act, in particular Neb. Rev. Stat. §81-829.46. The Director shall be a state certified Emergency Manager. The Director shall work under the authority and under the direct supervision of the Scotts Bluff County Board of Commissioners. The Director shall have the duty to effectuate the purposes of this Agreement. Those duties will include but not be limited to the following:

- A. To respond to any emergency or disaster that would require a coordinated effort of local government, emergency response and the well-being of the general public.
- B. Improve, maintain or rewrite local emergency operating plans according to guidelines set by the Nebraska Emergency Management Agency and approved by the local county boards, city councils or village boards of trustees.
- C. Carry out the requirements set forth in the state and local assistance funding guidelines for federal matching funds for emergency management, including reports and required training.
- D. To provide to the Board a statement of work no less than annually, or as requested.
- E. Maintain or establish working relationships in all public agency and emergency response jurisdictions with emergency management liaison personnel for the purposes of accomplishing a better recovery from an emergency or disaster.
- F. To establish and maintain local public agency emergency management liaison personnel.
- G. Arrange to exercise local emergency operating plans.
- H. Keep a current inventory of the office furniture, supplies and equipment of Region 22.

10. A Board of Directors shall be established amongst the parties to this Agreement (the “Board”). The Board shall participate and assist in the decisions made for the benefit of the parties. The Board shall be given access to and provide input to the Director with regard to decisions made pursuant to this Agreement. The Board shall consist of a representative from each party, Gering, Terrytown, Scottsbluff, Scotts Bluff County, Banner County, one or more of the smaller municipalities and a chairman at-large. The Board of Directors shall meet at least twice per year and shall be viewed as a board subject to the provisions of the public meetings laws. Notice of such public meetings of the Board of Directors shall be provided according to the requirements of the public meetings laws.

11. Additional political subdivisions or municipal corporations may become parties to this Agreement by (1) contacting the Director who will then obtain the written consent of all parties to this

Agreement, (2) determine the initial start-up fee required for their entry into this Agreement, and (3) have the new party execute a copy of this Agreement, including any addendum, amendment or any modification, and pay the initial or start-up fee.

12. The Board and the Director shall work together to determine an annual budget setting forth all anticipated agency expenditures. The budget shall be prepared on or before May 30 of each year and shall be submitted to each party to this Agreement. It is agreed the budget is for the fiscal year beginning on October 1 of each year. The budget shall propose an assessment to each of the parties to the Agreement. Unless changed by all of the parties to this Agreement or altered as a result of new parties entering into the Agreement, the parties agree to share the total assessment in the following manner. Banner County will be assessed at eight percent (8%) of the net expenses after any state or federal reimbursement. The remaining 92% shall be assessed to the remaining parties based on percentages of the total population within their county. These assessment percentages will be reevaluated every ten years upon new US Census Data.

(Please see attached addendum marked as Exhibit "A")

13. All assessments provided for shall be billed to the party on a quarterly basis and shall be paid promptly. Provided, all assessments shall be paid to Region 22 EMA by October 1 of each year. In addition to the assessments, if there are additional revenue sources available and paid to Region 22 during a budget year, any reimbursement of an assessment shall be distributed to the parties in accordance to the percentages set forth on attached addendum marked as Exhibit "A".

14. In addition to the assessments set forth above, it is anticipated that revenue sources outside the parties themselves will be made available to Region 22. These may include but are not limited to state and federal grant or state and federal aid from whatever source they may be derived. Any funds so acquired shall be expended or distributed as determined in the discretion of the Board or Director.

15. The parties acknowledge that notwithstanding this Agreement, each of them shall remain responsible to deploy any of their equipment or personnel, including but not limited to, emergency equipment and personnel outside the limits of each public agency. The powers of such personnel and liability for any resulting personal injuries or property damage shall be governed by the provisions of the Emergency Management Act, including Neb. Rev. Stat. §81-829.65. Each party to this Agreement shall continue to remain responsible for the upkeep, maintenance and insurance related to any emergency management equipment or other equipment, including but not limited to, radios, outdoor warning sirens and similar equipment owned by or utilized by them.

16. This Agreement shall replace all previous Agreements relating to civil defense or emergency management by and between the parties.

17. This Agreement shall take effect on or before July 1, 2020 and may be terminated by a resolution of the governing body of any party to this Agreement. Termination of this Agreement shall not be effective unless by mutual Agreement or until either ninety (90) days from the date of such resolution or until the end of the then current budgetary year, whichever is later.

Signature Page Follows:

SCOTTS BLUFF COUNTY

By _____
County Commissioner
Attest:

County Clerk (Seal)

BANNER COUNTY

By _____
County Commissioner
Attest:

County Clerk (Seal)

CITY OF SCOTTSBLUFF

By _____
Mayor
Attest:

City Clerk (Seal)

CITY OF GERING

By _____
Mayor
Attest:

City Clerk (Seal)

CITY OF MINATARE

By _____
Mayor
Attest:

City Clerk (Seal)

CITY OF TERRYTOWN

By _____

Mayor

Attest: _____
City Clerk (Seal)
VILLAGE OF HENRY

By _____
Chair of the Board
Attest:

Village Clerk (Seal)

VILLAGE OF MORRILL

By _____
Chair of the Board
Attest:

Village Clerk (Seal)

CITY OF MITCHELL

By _____
Mayor
Attest:

City Clerk (Seal)

VILLAGE OF MCGREW

By _____
Chair of the Board
Attest:

Village Clerk (Seal)

VILLAGE OF LYMAN

By _____
Chair of the Board
Attest:

Village Clerk (Seal)

EXHIBIT "A"

2020 Addendum to the Region 22 Interlocal

Pursuant to paragraph 12 of the Region 22 Interlocal Agreement in effect as of July 1, 2020, the following percentages are assessed to each Region 22 participating entity.

Banner County will be assessed at eight percent (8%) of the net expenses after any state or federal reimbursement. The remaining 92% shall be assessed to the remaining parties based on percentages of the total population within their county. These assessment percentages will be reevaluated every ten years upon new US Census Data.

City of Scottsbluff, Nebraska	40.8%
City of Gering, Nebraska	23.0%
City of Terrytown, Nebraska	03.3%
Scotts Bluff County, Nebraska	21.9%
City of Minatare, Nebraska	02.2%
Village of McGrew, Nebraska	00.3%
Village of Lyman, Nebraska	00.9%
Village of Henry, Nebraska	00.3%
City of Mitchell, Nebraska	04.7%
Village of Morrill, Nebraska	02.6%
Total remaining assessment	100%

CITY COUNCIL
SCOTTSBLUFF, NEBRASKA

RESOLUTION NO. 20-_____

WHEREAS, the City of Scottsbluff has the power to do all acts in relation to the concerns of the City necessary to the exercise of its corporate powers pursuant to Neb.Rev.Stat. § 16-201(4), and said corporate powers are exercised by the City Council pursuant to Neb.Rev.Stat. § 16-246

WHEREAS, the City of Scottsbluff has approved and adopted the Interlocal Agreement dated the _____ day of _____, 2020, establishing the Region 22 Emergency Management Agency;

BE IT RESOLVED by the City Council of the City of Scottsbluff, Nebraska, that the following Addendum and Fee Schedule for the Region 22 Emergency Management Agency is hereby adopted:

2020 Addendum to the Region 22 Interlocal

Pursuant to Paragraph 12 of the Region 22 Interlocal Agreement in effect as of July 1, 2020, the following percentages are assessed to each Region 22 participating entity.

Banner County will be assessed at eight percent (8%) of the net expenses after any state or federal reimbursement. The remaining 92% shall be assessed to the remaining parties based on percentages of the total population within their county. These assessment percentages will be reevaluated every ten years upon new US Census Data.

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City of Minatare, Nebraska	02.2%
Village of McGrew, Nebraska	00.3%
Village of Lyman, Nebraska	00.9%
Village of Henry, Nebraska	00.3%
City of Mitchell, Nebraska	04.7%
Village of Morrill, Nebraska	02.6%
Total remaining assessment	100%

Approved and adopted this _____ day of _____, 2020.

CITY COUNCIL
SCOTTSBLUFF, NEBRASKA

Mayor

ATTEST:_____
City Clerk