

City of Seward, NE

Tuesday, May 5, 2015

Regular Session

Item G3

CONSIDERATION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SEWARD COUNTY FOR NATURAL DISASTER EMERGENCY MUTUAL AID ASSISTANCE - Seward County Representative

Consideration of a Resolution approving the Interlocal Agreement

Administrative Report: Seward County is requesting the City consider an interlocal agreement pertaining to a natural disaster emergency in Seward County where the County would provide services that will accord with the needs of the City.

Following discussion, a motion to approve the resolution and authorizing the Mayor to execute said agreement would be in order.

Staff Contact:

Seward County Commissioners

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April 28, 2015

City of Seward
PO Box 247
Seward, NE 68434

RE: Interlocal Cooperation Agreement pertaining to a Natural Disaster Emergency

Ladies and Gentleman:

Enclosed please find 2 duplicate originals of a proposed Interlocal Cooperation Agreement between Seward County and the City of Seward. A signing resolution is also enclosed.

This Interlocal Cooperation Agreement pertains to a Natural Disaster Emergency in Seward County, Nebraska, where Seward County would provide services that will accord with the needs of local communities.

Please have your Board review and/or approve the Interlocal Cooperation Agreement along with the signing resolution. If the Board chooses to approve the agreement, please return both duplicate originals for final approval and processing as well as a copy of the signing resolution.

Sincerely,



Roger Glawatz
Seward County Board Chair

received
4.30.15 BJS

SEWARD County/Municipality Maintenance Agreement

This agreement pertains to Natural Disaster Emergency to a municipality where it may be beneficial for one entity to help clean up debris even though it may be the municipality's streets.

Interlocal Cooperation Agreement Between City/Village of _____ and Seward County

WHEREAS, this Interlocal Cooperation Agreement is entered into by and between the City/Village of _____, NE and Seward County

WHEREAS, both Parties recognize the vulnerability of the people and communities located within the Parties' territorial limits to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party.

WHEREAS, the Parties recognize that, in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies, and equipment during disasters and/or civil emergencies as well as during cleanup periods.

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of the mutual aid and protection of life and property in the event of a disaster and/or civil emergency.

WHEREAS, the Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the terms listed below will have the following meanings:
 - (a) "Civil emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
 - (b) "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency, act of terrorism, and other public calamity requiring emergency action.
 - (c) "FEMA" means the Federal Emergency Management Agency or its successor agency.

- (d) "Local government" means a county, municipality, special district, or any corporate/political entity organized under state law of Nebraska.
- (e) "Mutual Aid" includes, but is not limited to, provision of resources such as equipment, supplies, and personnel.
- (f) "Political subdivision" means county or incorporated city.
2. Party's Emergency Management Plan. Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/disaster. Mitigation, preparedness, response and recovery. The emergency plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide mutual aid. The emergency action plan shall be submitted to the Emergency Management Director.
3. Emergency Management Director. Each Emergency Management Director shall take all steps necessary for the implementation of this Agreement. Each Emergency Management Director may designate an Emergency Management Coordinator who shall serve as an assistant to the presiding officer of the political subdivision for emergency management purposes.
4. Activation of Agreement. This Agreement shall be activated in the event of:
(a) a declaration of a local state of disaster; (b) the finding of a state of civil emergency by the presiding officer of the governing body; or (c) a request by the governing body made in anticipation of a local state of disaster. The declaration or state of civil emergency is still active until the services of the Party rendering aid are no longer required or when the officer in charge of the forces of the Party rendering determines, in his sole discretion, that further assistance should not be provided.
5. Request for Mutual Aid.
- (A) Local Disaster. In anticipation the declaration of a local state of disaster, the Emergency Management Director seeking mutual aid from the other shall request such aid from the counterpart. Such requests shall be made in writing. If, due to urgency, a request must be made orally, said oral request will be documented in writing as soon as practicable.
- (B) Civil Emergency. If the presiding officer of the governing body is of the opinion that a state of civil emergency exists, or is imminent, that requires the assistance from the other, the presiding officer requesting mutual aid shall make the request directly to the Entity from which assistance is sought. Before the emergency assistance is provided, the governing body whose assistance has been requested shall authorize such assistance by resolution or other official action.
6. Conditions. Any furnishing of resources under this Agreements is subject to the following conditions:

- (A) A request for aid shall specify amount and type of resources being requested, the location to which the resources are to be dispatched, and the specific time by which such resources are needed.
7. Validity and Enforceability. If any current or future legal limitations or requirements from a federal or State governmental entity with jurisdiction over the local entity affect the validity or enforceability of a provision of this Agreement, then this agreement shall be deemed amended to the minimum extent necessary to bring this Agreement into conformity with requirements or limitations, and so modified, this Agreement shall continue in full force and effect.
8. State or Federal Reimbursement: The Government Entities acknowledge that the requesting Government Entities will seek reimbursement of any costs incurred under this Agreement from any applicable state or federal agency and each Government Entity agrees to cooperate fully with the other Government Entity in taking all actions and executing all documents necessary to secure reimbursement.

WHEREAS, both of the parties hereto are political subdivisions of the State of Nebraska, and

WHEREAS, the Interlocal Cooperative Act, Neb. Rev. Stat. §13-801 to §13-827, permits local governmental units to make the most efficient use of their powers to enable them to cooperate with other governmental units in an effort to provide services and facilities in a manner that will accord with the needs of their local communities; and

WHEREAS, it would be in the best interest of the City/Village of _____ and Seward County, that _____ streets, see attached map, be cleared of debris between the two entities in such a manner as to facilitate such street debris removal, and

WHEREAS, it would be beneficial to the City/Village for the County to remove debris from said portion of city/village roads during the county's normal debris removal practices, and

WHEREAS, any debris removal work performed by the County pertaining to the Natural Disaster Emergency will be paid for by the City/Village on said City/Village portion of streets, and

WHEREAS, it is agreed that any and all other activities on streets within the _____ City/Village limits, including but not limited to road signing, debris removal, will be paid for by the City/Village on said City/Village portion of streets; and

WHEREAS, City/Village of _____ agrees to indemnify and hold harmless, protect and defend Seward County and its elected and appointed officials, employees, agents, and representatives against any and all claims, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from Seward County or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity associated with the services provided under this agreement unless such damages are the direct and sole result of Seward County's negligence, and

WHEREAS, either entity may withdraw from said agreement upon written notification from either party.

NOW THEREFORE BE IT RESOLVED that the City/Village of _____ and Seward County will be responsible for the street debris removal as so stipulated above.

Witness our hand and seal as set forth in duplicate original agreements.

CITY/VILLAGE OF _____, NEBRASKA
City/Village Council

Resolution Number _____ Dated _____

_____ moved and _____ seconded the motion to approve and adopt said interlocal agreement and resolution.

Motion: _____

Mayor, City/Village of _____

ATTEST: _____
City/Village of _____ Clerk

SEWARD COUNTY, NEBRASKA
Seward County Commissioners

Resolution Number _____ Dated _____

_____ moved and _____ seconded the motion to approve and adopt said interlocal agreement and resolution.

Motion: _____

Chairman, Seward County
Board of Commissioners/Supervisors

ATTEST: _____
Seward County Clerk

RESOLUTION NO.

WHEREAS, both of the parties hereto are political subdivisions of the State of Nebraska, and

WHEREAS, the Interlocal Cooperative Act, Neb. Rev. Stat. §13-801 to §13-827, permits local governmental units to make the most efficient use of their powers to enable them to cooperate with other governmental units in an effort to provide services and facilities in a manner that will accord with the needs of their local communities; and

WHEREAS, the Parties desire to enter into an Interlocal Cooperation Agreement to secure for each party the benefit of mutual aid and protection of life in the event of a disaster and/or civil emergency.

WHEREAS, the Interlocal Cooperation Agreement pertains to a Natural Disaster Emergency in Seward County, Nebraska where mutual aid for purposes of cleanup between the County and City of Seward is beneficial to both parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA THAT the aforementioned agreement be approved.

The Mayor declared the resolution adopted.

Dated: May 5, 2015

THE CITY OF SEWARD, NEBRASKA

ATTEST:

Joshua Eickmeier
Mayor

Bonnie Otte
Assistant Administrator/
Clerk-Treasurer
Budget & HR Director

(SEAL)