

**INTERLOCAL COOPERATION ACT AGREEMENT
DAKOTA COUNTY URBAN AREA WATER MANAGEMENT ASSOCIATION**

THIS AGREEMENT (hereinafter referred to as “**this Agreement**”) is made by and among those of the following eligible parties, to-wit: the **CITY OF SOUTH SIOUX CITY**, Nebraska; the **CITY OF DAKOTA CITY**, Nebraska; and the **COUNTY OF DAKOTA**, Nebraska, (hereinafter referred to collectively as “**the members of the Dakota County Urban Area Storm Management Association**”, or “**the Association**”).

WHEREAS, each of the members of the Association is situated in whole or part within a watershed defined as the Nebraska portion of the Sioux City urbanized area that contributes storm water to the Missouri River (hereafter referred to as “**the Watershed**”);

WHEREAS, by the members of the Association acting in concert and proposing, enacting and implementing common standards, there will be increases in effectiveness and in cost-sharing capability within the Association, particularly in the capability to address federally-imposed requirements and mandates which are imminent and which must be funded locally;

WHEREAS, a coordinated effort will improve compliance with federal, state, and local regulations, such as Storm Water Program, National Pollutant Discharge Elimination System Point Source Permits, Federal Emergency Management Agency, and local planning and zoning regulations;

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the members of the Association agree as follows:

1. **Authority:** This Agreement is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat., §13-801, R.R.S., 1943, et. seq.), without a separate entity being created and, whenever possible, this Agreement shall be construed in conformity therewith.

2. **Mission:** It shall be the mission of the Association to address issues related to water quality and storm water quantity in the Watershed by establishing regionally common goals and standards for the development of the Watershed through 2040.

3. **Applicability:** Members of the Association having jurisdiction over land area outside the physical boundaries of the Watershed expect that planning activities within the Watershed for projects of the Association will, insofar as feasible, apply universally to all such areas as though they were located physically within the Watershed.

4. **Goals:** The Association shall have as its goal compliance with Federal, State, and local regulations, including without limitation, applications for Stormwater Phase II permits under the National Pollutant Discharge Elimination System.

5. **Executive Committee:** The members of the Association shall establish an Executive Committee consisting of one representative from each entity that is a member of the Association. Two (2) members of the Executive Committee shall constitute a quorum to conduct the business of the Association.. Any expenditure of funds in excess of \$5,000.00 shall require approval of all the members of the Association.

6. **Administering Agent:** The Executive Committee shall designate the City of South Sioux City, Nebraska, or other member of the Association which is willing to serve in such capacity, as Administering Agent to administer this Agreement. The Administering Agent shall serve at the pleasure of the Executive Committee and shall perform duties assigned by the Executive Committee, which may include, without limitation:

- (a) Designating such personnel and assistance which shall be deemed necessary to support the work of the Association;

- (b) Preparing, presenting and distributing educational materials;
- (c) Organizing meetings of members of the Association and interested persons to share knowledge and compare projects and programs of all involved;
- (d) Preparing reports on the work of the Association;
- (e) Entering into contracts on behalf of the Association as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of members of the Association; and,
- (f) Holding and maintaining the Watershed Fund, calculating the amount of money necessary to be raised by contributions each year in order to carry out the work of the Association, and making requests for contributions from the members of the Association, all as the Executive Committee directs.

7. **Funding:** The members of the Association do hereby create the Watershed Fund, such fund to be held by the Administering Agent in an account in trust for the members contributing thereto, in proportion to their Grant Funds, and to be expended as the Executive Committee directs for (i) initial planning of beneficial programs and projects to meet the mission and goals of this Agreement, and (ii) establishing mechanisms for long-term funding and authorization for additional planning and implementation of such programs and projects. The Watershed Fund shall be funded and administered as follows:

- (a) As Grant Funds are received by the individual members of the Association from the Nebraska Department of Environmental Quality or other funding agencies those funds shall be deposited in the Watershed Fund. Each member of the Associations' local match will be noted in the documentation of the deposit in the Watershed Fund
- (b) Each year during the term of this Agreement, and from time to time as any member of the Association may reasonably request, the Administering Agent shall furnish to the members of the Association written statements of the condition of the Watershed Fund.

- (c) Grants or contributions made by non-members of the Association shall not be deemed to offset or diminish the obligations of the members of the Association under this Agreement.
- (d) If any member of the Association fails to contribute to the Watershed Fund as requested pursuant to this Agreement, such member's involvement and membership in the Association shall be terminated upon written notice of termination given by the Administering Agent to such member.

8. **Title to Property:** Title to any tangible property (e.g., monitoring equipment), obtained under this Agreement shall be held in the name of the Administering Agent in trust for the members of the Association in proportion to their total contributions to the Watershed Fund.

9. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.

10. **Effective Date:** This Agreement shall become effective on November 1, 2009.

11. **Duration of Agreement:** This Agreement shall remain in full force and effect until such time as Storm Water Grant funding is no longer available and said Watershed Fund monies are spent.

12. **Termination:** Involvement of any member of the Association with the Association, and responsibilities under this Agreement, may be terminated by such member without cause effective upon 60 days written notice to the other members of the Association. Termination of a member's involvement with the Association pursuant to this Agreement shall not operate to terminate this Agreement nor shall it affect any rights obtained under this Agreement, prior to such notice of

termination being given, for costs incurred or monies advanced, or for actions taken or responsibilities assumed, by another member of the Association during the term of and pursuant to this Agreement.

13. Additional Planning and Implementation: The members of the Association may amend or supplement this Agreement from time to time as may be deemed necessary to provide long-term funding and authorization for additional planning and implementation of beneficial programs and projects to meet the mission and goals of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the members of the Association pursuant to resolutions duly adopted by their respective governing boards.

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SIGNATURE PAGE

EXECUTED by the City of South Sioux City, Nebraska on this _____ day of
_____.

THE CITY OF SOUTH SIOUX CITY,
NEBRASKA,

BY: _____
MAYOR

ATTEST:

CITY CLERK

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SIGNATURE PAGE

EXECUTED by the City of Dakota City, Nebraska on this _____ day of

_____.

THE CITY OF DAKOTA CITY,
NEBRASKA,

BY: _____
MAYOR

ATTEST:

CITY CLERK

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SIGNATURE PAGE

EXECUTED by the County of Dakota, Nebraska on this _____ day of
_____.

THE COUNTY OF DAKOTA, NEBRASKA

BY: _____
CHAIRPERSON, COUNTY BOARD

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM:

COUNTY ATTORNEY