

COUNTY RESOLUTION 1188

WHEREAS Senate Bill 398, during the 1988 legislative session, established the State Water Plan Fund and was dedicated to the protection of the State's water resources; and

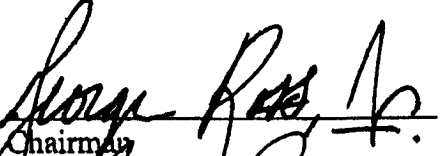
WHEREAS a part of the fund has been allocated each year to the Kansas Department of Health and Environment to provide grants for local environmental protection programs; and

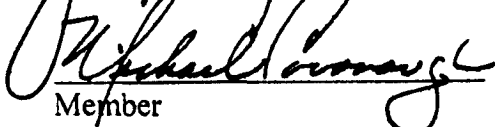
WHEREAS KSA 12-2901 et seq. Provides for the coordinated activities of governmental units for the most efficient use of powers and resources to achieve increased advantage and benefit; and

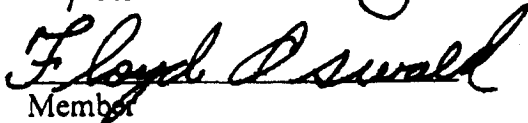
WHEREAS since July 1990 there has been a common goal among/between the Northeast Kansas participating local environmental protection program counties with respect to conducting coordinated environmental plans and programs which can best be achieved through interlocal cooperation; and

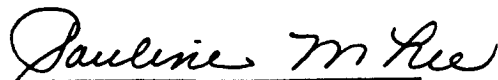
WHEREBY the undersigned County Commission hereby agree to enter into an interlocal agreement with other Northeast Kansas County Commissioners to continue to address environmental problems within their respective county.

County Commissioners:


Chairman


Member


Member


County Clerk

1-10-2001
Date

(Attest)

INTERLOCAL COOPERATIVE AGREEMENT

Between

THE BOARD OF COUNTY COMMISSIONERS OF ATCHISON, BROWN, DONIPHAN,
JACKSON, JEFFERSON, NEMAHA COUNTIES,

For

“The development of coordinated environmental planning, services, education and enforcement through the Northeast Kansas Environmental Services (NEKES).”

INTRODUCTION:

WHEREAS KSA 12-2901 et seq. Provides for the coordinated activities of governmental units for the most efficient use of powers and resources to achieve increased advantage and benefit; and

WHEREAS there has been since July 1990 a recognizable common goal among the Northeast Kansas participant counties with respect to conducting coordinated environmental plans and programs which can best be achieved through interlocal cooperation

NOW THEREFORE the undersigned governmental units hereby agree to the following conditions in order to address commonly perceived environmental problems within their respective areas.

SECTION I: PARTICIPANTS

The following listed entities (hereinafter referred to as participants) within the State of Kansas agree to the terms and conditions of the following interlocal agreement. Each has provided a copy of its affirmative action to participate in the agreement, which are attached as Appendix 1.

Atchison Board of County Commissioners
Brown Board of County Commissioners
Doniphan Board of County Commissioners
Jackson Board of County Commissioners
Jefferson Board of County Commissioners
Nemaha Board of County Commissioners

Any existing or potential participant may join this agreement as described above or withdraw from this agreement as described in Section VIII. In the case of a new participant joining, a signed statement in the form of a resolution that they have read the interlocal agreement and agree to its terms shall be attached to Appendix 1 and shall suffice as an accepted amendment to this agreement.

SECTION II: PURPOSE AND GOALS

It shall be the desire of the participants to:

1. Design acceptable environmental plans for the participating counties which shall contain elements such as environmental/sanitary codes, non-point source pollution plan, public water supply protection plan, subdivision wastewater management plan, watershed restoration priorities, and any other plan deemed locally necessary; and

2. Seek any grant funding that may be available to address the stated goals; and
3. Contract with appropriate individuals, organizations, and agencies for services necessary to achieve the stated goals; and
4. Accept all appropriate authorities needed for effective and efficient program implementation and enforcement following program development; and
5. Set fees as needed and appropriate to meet the purpose of the NEKES; and
6. Annually review and evaluate the program and funding options.

Moreover, the local group shall endeavor to operate within a format which is consistent with the following state goals existing within the Kansas Department of Health and Environment:

1. To promote state and local governmental coordination to achieve mutually beneficial environmental goals; and
2. To protect public health and the environment from adverse effects of water pollution, including nonpoint source and surface water pollution; and
3. To provide adequate quantities of high quality water; and
4. To protect the public's health from other nuisance or hazardous environmental problems; and
5. To identify, investigate, enforce and carry out a technical, sound, and cost effective environmental services; and
6. To promote an environmentally knowledgeable and concerned public.

SECTION III: ORGANIZATION

The participants shall form the Northeast Kansas Environmental Services hereinafter referred to as the NEKES, whose Board shall be comprised of an individual from each participating county who shall be appointed by that County's Board of County Commissioners. Each member shall serve at the pleasure of the County appointing them and shall have one vote on all matters before the NEKES. A majority vote is necessary for any action to pass.

The Secretary of KDHE at his or her discretion shall be invited to appoint one (1) member to sit as an ad hoc member on the NEKES. This shall be a non-voting member.

The NEKES shall be established as a separate legal and administrative entity for the purpose of carrying out the provisions of this interlocal agreement and other agreements as deemed necessary by NEKES and the respective Counties who are participants in this agreement. Functions of NEKES are to include but not be limited to:

1. Directing all program activity and reporting to the participating boards of county

commissioners, local health/community health departments, and the NEKES Advisory Board;
and

2. Insuring that all planned expenditures are to be used for the correction or prevention of water quality degradation and other identified environmental health problems; and
3. Insuring that the comprehensive local environmental plan consists of the core program/s, expanded program/s and any additional programs/services locally desired; and
4. Preparation of the environmental protection plan containing at least a description of the department infrastructure as it pertains to environmental issues, and local environmental needs with regard to water quality any priority programs and specific provisions for providing the core environmental services; and
5. Insuring that grant funding and fees are adequate and to be used solely for the following purposes:
 - A. Salary for staff to plan, develop, implement, coordinate, enforce and educate NEKES programs/services; and
 - B. Equipment to perform services such as chemical and physical water quality analysis, soil profiles, lead paint assessments, office and other field equipment; and
 - C. Administrative and transportation costs associated with inspection, enforcement, correction, and education activities; and
 - D. Consultant services as outlined by grant funding and NEKES Board priorities.

Participating counties may adopt, revise and enforce appropriate environmental/sanitary codes and other developed policies and/or programs as local needs require. These are expected to ultimately encompass solid waste, hazardous waste, abandoned wells, well construction, sewage disposal, subdivision wastewater disposal, nonpoint source pollution, public water supply protection and any other environmentally oriented program or policy deemed necessary for which proper authority exists.

The NEKES shall meet upon the call of the president, but at least quarterly, and shall be responsible for all policy issues and activities under this agreement. The NEKES shall prepare all outgoing documents, grant requests, applications, reports, etc. on behalf of the organization participants. Once this interlocal agreement is approved by the Kansas Attorney General per KSA 12-2905, it shall be duly filed in the Register of Deeds Office of all participating counties, and the Secretary of State's office. See attached organizational chart for the NEKES in Appendix 2.

SECTION IV: RESPONSIBILITIES

Each participating county commission agrees to:

1. Directly oversee the NEKES in cooperation with the boards of health participants to insure that program goals are being met; and

2. Identify or develop, and confer appropriate enforcement authority to the NEKES; and
3. Provide the NEKES and program staff with access to county expertise as appropriate to coordinate information and activities for the most efficient and effective program development. Such county expertise may include the county attorney, county planning and zoning directors, GIS directors, and others.

The Kansas Department of Health and Environment may:

1. Appoint an ad hoc member to the NEKES, at the discretion of the Secretary; and
2. Review the program developed by the NEKES and delegate all appropriate authorities through a certification process once approved; and
3. Review the annual reports and provide guidance to the NEKES regarding the progress of the environmental program.

SECTION V: FINANCING

The NEKES shall construct an annual budget for the organization based upon the schedule contained in the KDHE grant program guidelines, other funding requirements, and according to general accounting practices. The NEKES shall operate on a fiscal year basis of July 1 through June 30 each year, with an annual financial report provided by staff. Local monies through fees or other resources shall be distributed directly to the NEKES by the county commissioners. The staff hired by the NEKES shall maintain separate accounts for the organization. The NEKES shall devise minimum accounting and reporting procedures to be used.

SECTION VI: PROPERTY CONSIDERATIONS

Any real or personal property acquired during the program shall remain accountable to the NEKES. Any purchases of property over \$100.00 shall be approved by the NEKES Board prior to the expenditures. When any participant elects not to terminate their involvement in this agreement, that participant shall forfeit their portion of any property so long as any remaining participants continue the agreement and require the use of the property. When and if the entire organization ceases, all property shall be sold and the proceeds shall be distributed proportionately between all participants based upon the percentage of local contribution throughout the life of the organization. The fate and distribution of all records and other non-property items such as software, files, reports etc., shall be decided by the NEKES Board prior to organization termination.

SECTION VII: DURATION AND TERMINATION

This interlocal agreement shall take effect upon its approval by the Kansas Attorney General. Participants shall remain committed to the organization for the duration of the agreement but shall reserve the right to terminate its involvement in this agreement on an annual basis so long as that decision is made and announced to the remaining participants at least 120 days prior to the end of the current fiscal year. Failure to make an announcement of termination within the specified time shall be construed as a commitment on behalf of that participant for the ensuing calendar year. A resolution

ordinance or other official action on behalf of the governing body must be provided by the withdrawing participant.

This agreement shall be considered terminated through an unanimous action by all participants. It shall cease when the final participant serves the NEKES with its resolution, ordinance or other similar action expressing noninvolvement.