

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 2, 2015 AGENDA**

Subject:	Type:	Submitted By:
ADDENDUM TO AGREEMENT REGARDING COMPRESSED NATURAL GAS GRANT FUNDING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the execution of an addendum to the Interlocal Agreement between Sarpy County, City of Papillion, and City of La Vista regarding Compressed Natural Gas Grant Funding.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

On August 5, 2014 the La Vista City Council approved an agreement with City of Papillion and Sarpy County in regards to Compressed Natural Gas Grant Funding. The original agreement required the grant funding to be expended by June 30, 2014. Due to delays in new trucks being delivered and the business relocation of the CNG Conversion Company, the three entities were unable to expend the grant funds by the original deadline. The addendum changes the Duration/Termination date for the original agreement to June 30, 2016.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY AND THE CITY OF PAPILLION TO ESTABLISH THE OBLIGATIONS OF THE PARTIES WITH REGARD TO GRANT FUNDING RECEIVED BY SARPY COUNTY FROM THE NEBRASKA ENVIRONMENTAL TRUST FOR RETROFITTING AND/OR PURCHASING VEHICLES CAPABLE OF USING COMPRESSED NATURAL GAS (CNG).

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, Sarpy County has received \$200,000 in grant funding which will be divided equally between Sarpy County, The City of Papillion and the City of La Vista, and;

WHEREAS, the funding will be used for converting existing vehicles to CNG or purchasing new vehicles that have already been converted to CNG, and;

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, due to delays in new trucks being delivered and business relocation, the original agreement requires and addendum to change the duration/termination date for the original agreement from June 30, 2014 to June 30, 2016.

WHEREAS, such an amended agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the execution of an addendum to the Interlocal Cooperation Agreement with Sarpy County and the City of Papillion to establish obligations of the parties with regard to grant funding received by Sarpy County from the Nebraska Environmental Trust for retrofitting and/or purchasing vehicles capable of using compressed natural gas (CNG) in form and content approved by the City Attorney.

PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ADDENDUM TO AGREEMENT REGARDING
COMPRESSED NATURAL GAS GRANT FUNDING

THIS ADDENDUM is entered by and between the City of Papillion, Nebraska, a municipal corporation (“Papillion”), City of LaVista, Nebraska, a municipal corporation (“LaVista”), and Sarpy County, a political subdivision of the State of Nebraska.

WHEREAS, the parties entered into an agreement (hereinafter “Prior Agreement”) to establish the obligations of the parties with regard to grant funds received by Sarpy County from the Nebraska Environmental Trust, attached hereto as Exhibit “A”;

WHEREAS, the Nebraska Environmental Trust approved Sarpy County’s subsequent application (14-211-2) for the project “Fueling Sarpy County with Natural Gas” and extended the timeframe for expending the initial grant funds; and

WHEREAS, the parties desire to amend the attached agreement to reflect the extended timeframe for expending the initial grant funds.

NOW, THEREFORE, it is hereby agreed by and between the parties:

I.

The Prior Agreement between the parties is hereby amended by the terms of this Addendum.

II.

Section II “Duration/Termination” shall be amended to read:

“This Agreement shall begin on August 13, 2014 and shall terminate on June 30, 2016.”

III.

The remaining terms and conditions of the Prior Agreement shall remain unchanged.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as last written below.

CITY OF PAPILLION, NEBRASKA

By _____

Mayor

Date: _____

Approved as to form this _____ day of _____, 2015.

Papillion City Attorney

CITY OF LAVISTA, NEBRASKA

By _____

Mayor

Date: _____

Approved as to form this _____ day of _____, 2015.

LaVista City Attorney

COUNTY OF SARPY, NEBRASKA

By the Sarpy County Board of Commissioners

Chairperson

Date: _____

Approved as to form this _____ day of _____, 2015.

Deputy Sarpy County Attorney

AGREEMENT REGARDING COMPRESSED NATURAL GAS GRANT FUNDING

THIS AGREEMENT is entered by and between the City of Papillion, Nebraska, a municipal corporation ("Papillion"), City of LaVista, Nebraska, a municipal corporation ("LaVista"), and Sarpy County, a political subdivision of the State of Nebraska.

WHEREAS, the parties are authorized by the statutes of the State of Nebraska; including the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the Nebraska Environmental Trust has provided Sarpy County \$200,000 in grant funding to convert and/or purchase already converted vehicles to Compressed Natural Gas Vehicles; and

WHEREAS, the parties desire to share the grant funding and match funding as required by the grant documents.

NOW, THEREFORE, it is mutually agreed between the parties that they enter into this Agreement upon the following terms and conditions:

I. Purpose

The purpose of this agreement is to establish the obligations of the parties with regard to grant funding received by Sarpy County from the Nebraska Environmental Trust. Specifically, funds received from the project titled "Fueling Sarpy County with Natural Gas" (application 14-211).

II. Duration/Termination

This Agreement shall begin with the last date it is signed and shall terminate on June 30, 2015.

III. General Organization

No separate legal or administrative entity will be created hereunder. Existing agents of the respective parties will complete the terms of this Agreement.

IV. Revenue/duties

Sarpy County shall be entitled to \$66,666 of the grant funds received by Sarpy County from the project titled "Fueling Sarpy County with Natural Gas" (application 14-211). Sarpy

County shall provide to Papillion and LaVista, \$66,666 each from the grant funds received by Sarpy County from the project titled "Fueling Sarpy County with Natural Gas" (application 14-211).

Each party shall be required to match the grant funding described above in the amount of \$26,222.00, as described in the attached Nebraska Environmental Trust 2014 Grant Contract ("Grant Contract"). To the extent that the process for matching the grant funding is not described in the Grant Contract, the parties should consult with the Nebraska Environmental Trust regarding same. All parties understand that a permissible use of the match grant funding is for the conversion of existing fleet vehicles to compressed natural gas and/or for the purchase of new vehicles that have already been converted to compressed natural gas.

Each party shall be required to use the \$66,666 in grant funding for converting existing fleet vehicles to compressed natural gas and/or buying new vehicles that have already been converted to compressed natural gas. If purchasing already converted vehicles, Nebraska Environmental Trust will reimburse the difference between what a regular vehicle would cost and the cost of the compressed natural gas vehicle, even if the vehicle was purchased pursuant to the match grant funding requirements as described in the preceding paragraph.

V. Other Obligations

Pursuant to Neb. Rev. Stat. § 13-804(5), the parties hereto acknowledge and agree that this Agreement does not relieve them from any obligation or responsibility imposed upon them by law.

VI. No Personal Interest

The parties hereto declare that no officer, member, or employee, and no member of their governing bodies, and no other public officials of a party who exercise any functions or responsibilities in the review or approval of the undertaking described in this Agreement or in the performing of either parties' obligations pursuant to this Agreement, nor any partnership, or association in which he or she is directly or indirectly interested, shall have any personal or financial interest in this Agreement; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

VII. Severability

It is understood and agreed by the parties that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with the laws of this State or of the United States, the validity of the remaining terms, conditions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular term, condition, or provision held to be invalid.

VIII. Drug Free Workplace

The parties hereto certify that they maintain a drug-free workplace environment to ensure

worker safety and workplace integrity.

IX. Public Employer

Pursuant to and in compliance with Neb. Rev. Stat. § 4-114(2), each party hereby agrees to use a federal immigration verification system, as that system is described in the Illegal Immigration Reform and Immigration Responsibility Act of 1996, to determine the work eligibility status of new employees physically performing services with the State of Nebraska

X. Non-discrimination

The parties hereto agree that they and their contractors and subcontracts will not discriminate against any employee or applicant for employment to be employed in the performance of the obligations under this Agreement, on the basis of race, color, religion, sex, disability, or national origin.

XI. Notice

Notice to the parties shall be given in writing to the agents for each party named below.

City of Papillion:

City Clerk

122 East Third St.

Papillion, NE 68046

Sarpy County:

Clerk of Sarpy County

1210 Golden Gate Drive, Suite 1250

Papillion, NE 68046

City of LaVista:

City Clerk

8116 Park View Boulevard

LaVista, NE 68128

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as last written below.

CITY OF PAPILLION, NEBRASKA

By David P. Black

Mayor

Date: August 5, 2014

Approved as to form this 5 day of August, 2014.

Paula B. Ruppel
Papillion City Attorney

CITY OF LAVISTA, NEBRASKA

By Douglas Kindig

Mayor

Date: August 13, 2014

Approved as to form this 13th day of August, 2014.

Robert T. Cammisa
Ass't. LaVista City Attorney

COUNTY OF SARPY, NEBRASKA

By the Sarpy County Board of Commissioners

John T. Tracy
Chairman

Date: July 22, 2014

Approved as to form this 14th day of July, 2014.

R. Moore
Deputy Sarpy County Attorney