

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

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT – 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 Interlocal Agreement between Sarpy County, City of Papillion and City of La Vista 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). This is the second year of a three-year grant cycle.

FISCAL IMPACT

The FY 2015/16 Budget includes a grant request for this project. The City of La Vista is receiving \$66,666 from Sarpy County.

RECOMMENDATION

Approval

BACKGROUND

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". Sarpy County received \$600,000 in grant funding which will be distributed at \$200,000 each year for three years. This is the second year of funding.

The funding must be used for converting existing vehicles to CNG or purchasing new vehicles that have already been converted to CNG. On new vehicle purchases, only the price difference between a standard fuel system and a CNG fuel system is reimbursable. The price difference is normally between \$11,000 and \$14,000.

The Metropolitan Utility District has completed a new rapid fill CNG station on the southwest corner of 132nd and Cornhusker Road. This station will have 24-hour service. Black Hills Energy is continuing to work on finding a location for a CNG station in central Sarpy County.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN 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, such an 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 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

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 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 14-211-2).

II. Duration/Termination

This Agreement shall begin with the last date it is signed and shall terminate on June 30, 2016.

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 14-211-2). 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 14-211-2).

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 _____

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