

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL AGREEMENT  
REGARDING COMPRESSED NATURAL GAS GRANT FUNDING**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board;

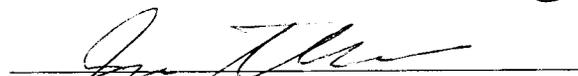
WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 through 13-827 (Reissue 2012), enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments 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, Sarpy County, the City of Papillion, and the City of LaVista desire to enter into an interlocal agreement so that they may share the grant funding received from the Nebraska Environmental Trust and identify each party's responsibilities with regards to that funding.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Chairman of the Board, together with the County Clerk, are hereby authorized to execute on behalf of the Board the attached "Agreement Regarding Compressed Natural Gas Grant Funding" and any other documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 22<sup>nd</sup> day of July, 2014.

  
Sarpy County Board Chairman

Attest:

SEAL



  
County Clerk *Chris Dwyer*

# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155

[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



## COMMISSIONERS

Don Kelly District 1  
Jim Thompson District 2  
Tom Richards District 3  
Brenda Carlisle District 4  
Jim Warren District 5

## MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: "Fueling Sarpy County with Natural Gas" Grant Interlocal Agreement

On July 22, 2014 the County Board will be asked to authorize the Chairman to sign the Interlocal Agreement with the City of LaVista and the City of Papillion for the "Fueling Sarpy County with Natural Gas" grant offered through the Nebraska Environmental Trust (NET).

"Fueling Sarpy County with Natural Gas" will focus on the deployment of natural gas vehicles (NGVs) in Sarpy County. The grant awards \$200,000 to Sarpy County, the City of Papillion, and the City of LaVista for the conversion of vehicles to NGVs and/or the purchase of vehicles that have already been converted to NGVs.

There is a County match of \$26,222 which will be met with the purchase of CNG converted vehicles for the County Fleet Department or Public Works Department. The City of LaVista and the City of Papillion will have a similar match.

Please contact Dennis Wilson at 402-537-6908 with any questions or concerns.

July 18, 2014

Lisa A. Haire

593-1565

cc: Mark Wayne  
Brian Hanson  
Scott Bovick  
Dennis Wilson  
Joe Soucie  
Marty Leming  
Deb Houghtaling

## **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 PAVILLION, NEBRASKA

By [Signature]  
David P. Black  
Mayor

Date: August 5, 2014

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

[Signature]  
Papillion City Attorney

CITY OF LAVISTA, NEBRASKA

By [Signature]  
Douglas Kindig  
Mayor

Date: August 13, 2014

Approved as to form this 13<sup>th</sup> day of August, 2014.

[Signature]  
Ass't. LaVista City Attorney

COUNTY OF SARPY, NEBRASKA

By the Sarpy County Board of Commissioners

[Signature]  
Chairman

Date: July 22, 2014

Approved as to form this 14<sup>th</sup> day of July, 2014.

[Signature]  
Deputy Sarpy County Attorney