

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 5, 2014 AGENDA

| Subject: | Type: | Submitted By: |
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| INTERLOCAL AGREEMENT HELL CREEK CHANNEL AT HARRISON ST EMERGENCY MAINTENANCE | ◆ RESOLUTION ORDINANCE RECEIVE/FILE | JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR |

SYNOPSIS

A resolution has been prepared authorizing the Mayor to sign an Interlocal Agreement with Douglas County to undertake the restoration and repairs of certain stabilization structure upstream and downstream of the Harrison Street bridge over Hell Creek. Previous interlocal agreements were entered into with Douglas County during 2010 and 2011 for reconstruction of Hell Creek. Recent exceptional rain events have caused some stabilization structures to begin to fail. It is necessary to quickly undertake repairs to reinforce the stabilization structures and to protect other stabilization efforts from further damage.

FISCAL IMPACT

The FY 2013/14 Capital Improvement Program provides funding for erosion issues on Hell Creek requiring immediate attention. The estimated cost of the emergency repairs, for both engineering and construction, is \$50,000. The La Vista share is 50%. Under the proposed interlocal agreement, the City will reimburse Douglas County upon completion of the work.

RECOMMENDATION

Approval

BACKGROUND

Hell Creek has experienced moderate to severe stream bank erosion and degradation from the I-80 bridge to the West Papillion Creek threatening four bridges and other infrastructure such as sanitary outfall sewers. Phase I stabilization work from just south of Harrison Street to 1,000 feet north of Harrison Street was completed in early 2012. Douglas County is serving as the lead agent and will contract for engineering services and construction services. The work needs to be completed as soon as possible and Douglas County will solicit at least three informal bids for the repair work.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DOUGLAS COUNTY TO UNDERTAKE THE RESTORATION AND REPAIRS OF CERTAIN STABILIZATION STRUCTURES UPSTREAM AND DOWNSTREAM FROM THE HARRISON STREET BRIDGE OVER HELL CREEK

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, Douglas County is serving as the lead agent and will contract for engineering services and construction service, and;

WHEREAS, recent exceptional rain events have caused some stabilization structures to begin to fail and emergency repairs are necessary to reinforce the stabilization structures and to protect other stabilization efforts from further damage, and;

WHEREAS, the estimated cost of emergency repairs is \$50,000 of which the City of La Vista will reimburse Douglas County 50% of the cost of repairs upon completion of the work, 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 with Douglas County to undertake the restoration and repairs of certain stabilization structures upstream and downstream from the Harrison street bridge over hell creek in form and content approved by the City Attorney.

PASSED AND APPROVED THIS 5TH DAY OF AUGUST, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**INTERLOCAL COOPERATION AGREEMENT
HELL CREEK AT HARRISON STREET
EMERGENCY MAINTENANCE**

This Interlocal Agreement is made and entered into this _____ day of _____ 20____, by and between Douglas County, Nebraska and the City of La Vista, Nebraska.

WITNESSTH:

WHEREAS, in order to promote the health and safety of the residents of both parties to this Agreement and pursuant to the authority granted to the parties per the Nebraska Interlocal Cooperation Act, the parties desire to effectuate the restoration and repairs to certain stabilization structures upstream and downstream of Harrison Street along Hell Creek as shown on a map attached hereto as **Exhibit "A"** and incorporated herein by reference, and;

WHEREAS, this project is known as Douglas County Project No. SP-2014(07) and La Vista Project No. PWST-13-010 and;

WHEREAS, both Douglas County and La Vista wish to outline their respective duties and responsibilities and the sharing of costs for the design, construction inspection and construction costs for this restoration.

NOW, THEREFORE, the following is agreed between the parties hereto:

- 1) Douglas County will act as the agent for both parties to this Agreement in the execution of the contract and general supervision of the work and administration of the contract for the project, and Douglas County accepts said agency. Douglas County will not enter into any agreements or contracts affecting this project without prior approval of La Vista. No separate legal entity is hereby created.
- 2) Douglas County will contract with Felsburg, Holt & Ullevig Engineering (F.H.U.) to prepare the plans and specifications, coordinate activities with the Corps of Engineers and provide the inspection for the construction of the restoration. The final plans and specifications shall be subject to the approval of La Vista, which approval shall not be unreasonably withheld. Douglas County, with the assistance of F.H.U., will solicit at least three (3) informal bids from qualified contractors and immediately schedule a meeting with all parties to consider the lowest and best bid.
- 3) Both parties agree to pay one-half (50%) of the total cost of the project.
- 4) The cost of the project shall include the restoration costs, engineering costs, and any other miscellaneous costs required to complete this project.
- 5) Douglas County will pay all costs when they come due and Douglas County will invoice the City of La Vista for one-half (50%) of the cost of the project upon completion, and La Vista shall remit payment to Douglas County for its 50% share within 45 days of receipt of invoice.
- 6) No Change Order to the construction contract shall cause a contract increase exceeding five percent (5%) of the contract price without prior approval of both parties.
- 7) Douglas County and La Vista shall be responsible for arranging of the required temporary construction easements as deemed necessary for this project located within their jurisdiction at its cost.

- 8) This Agreement shall remain in effect until the restorations upstream and downstream of Harrison Street along Hell Creek are completed. Amendments hereto shall be made in writing.
- 9) Binding Effect. This Interlocal Agreement shall be binding upon the respective parties hereto.
- 10) No elected official or any officer or employee of Douglas County or La Vista shall have a financial interest, direct or indirect, in this Agreement.
- 11) Douglas County or La Vista shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, national origin, or political benefits or affiliations in violation of federal or state laws.
- 12) Nondiscrimination Clause. The parties to this agreement shall not, in the performance of the agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinion, affiliations or national origin.
- 13) Drug Free Policy. The parties to this agreement assure an established, and maintain, a drug free workplace policy.
- 14) New employee work eligibility status. All parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
- 15) This instrument contains the entire Agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendment, deletions, or additions shall be made to this Agreement except in writing.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials there unto duly authorized as of the dates below indicated.

Executed by Douglas County this _____ day of _____, 20_____.

Attest:

By: _____
County Clerk Chair, County Board

Executed by La Vista, Nebraska this _____ day of _____, 20_____.

Attest:

By: _____
City Clerk Mayor

Approved as to Form:

Douglas County Attorney

Hell Creek Phase I
Repairs

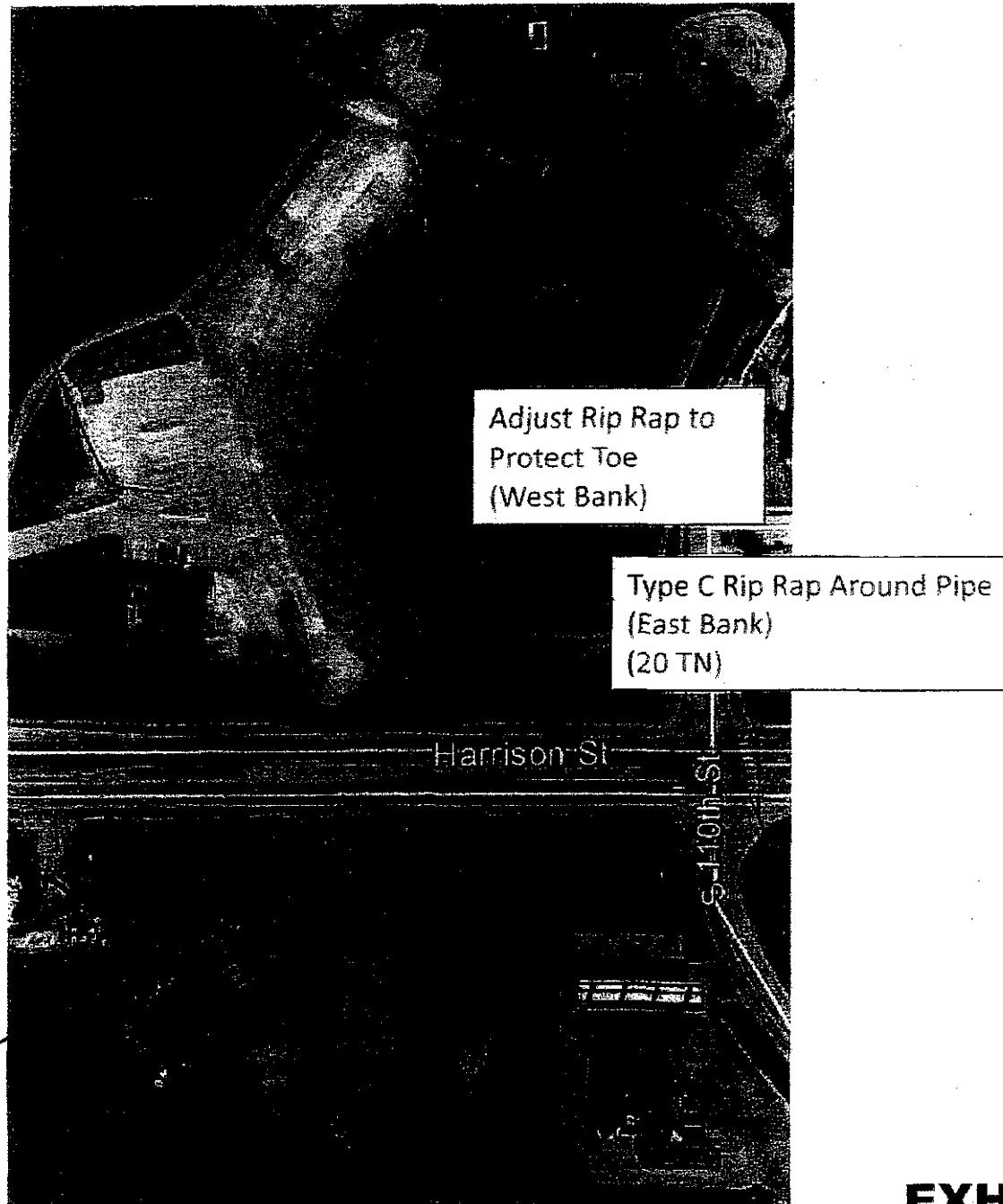


EXHIBIT "A"