

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2009 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT - ANALYSIS OF HELL CREEK STABILIZATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of an Interlocal Agreement between Douglas County, Sarpy County, Nebraska, and the City of La Vista, Nebraska for the analysis of the stabilization of Hell Creek, Douglas County Project No. C-28(498).

FISCAL IMPACT

The FY 2009/10 Capital Fund provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

This Interlocal Agreement outlines each jurisdiction's duty and responsibility to hire professional engineering services for the analysis of Hell Creek stabilization alternatives for the stream segment between the "Q" Street Bridge and the confluence with the South Papillion Creek. It is estimated that the total cost for these engineering services will be \$34,600.00. Douglas County, Sarpy County, and the City of La Vista will equally share in the cost. The stream segment described above is experiencing severe bank erosion and channel degradation.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL AGREEMENT WITH DOUGLAS COUNTY, SARPY COUNTY, NEBRASKA AND THE CITY OF LA VISTA CONCERNING ANALYSIS OF THE STABILIZATION OF HELL CREEK, IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, La Vista, Sarpy County, and Douglas County have determined that the stream segment between the "Q" Street Bridge and the confluence with the South Papillion Creek is experiencing severe bank erosion and channel degradation; and

WHEREAS, La Vista, Sarpy County, and Douglas County have determined that it is each jurisdiction's duty and responsibility to hire professional engineering services for the analysis of Hell Creek stabilization alternatives for this stream segment and the cost for these services will be equally shared.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Agreement with Douglas County and Sarpy County, Nebraska concerning the analysis of Hell Creek stabilization alternatives for the stream segment between the "Q" Street Bridge and the confluence with the South Papillion Creek is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL AGREEMENT ANALYSIS OF HELL CREEK STABILIZATION

This Interlocal Agreement is made and entered into this 11th day of AUGUST, 2009, by and between Douglas County, Nebraska, Sarpy County, Nebraska and the City of La Vista, Nebraska.

WITNESSTH:

WHEREAS, in order to promote the health and safety of the residents of all parties to this Agreement pursuant to the authority granted to the parties per the Nebraska Interlocal Cooperation Act, the parties desire to hire professional engineering services for the analysis of Hell Creek stabilization alternatives for the stream segment between the "Q" Street bridge and the confluence with the South Papillion Creek, as shown on a map attached hereto as Exhibit "A" and incorporated herein by reference. The engineering services will, among other things, include hydraulic and hydrologic analysis of Hell Creek as it relates to bridge structures owned by Douglas County, Sarpy County, and the City of La Vista and;

WHEREAS, this project is known as Douglas County Project No. C-28(498) and;

WHEREAS, Douglas County, Sarpy County, and the City of La Vista wish to outline their respective duties and responsibilities and the sharing of costs for the engineering service costs for this study.

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

- 1) Douglas County will act as the agent for all parties to this Agreement in the execution of the Engineering Services Contract and general supervision of the work and administration of the contract for the study, and Douglas County accepts said agency. Douglas County will not enter into any agreements or contracts affecting this study without prior approval of Sarpy County and the City of La Vista. No separate legal entity is hereby created.
- 2) Douglas County will contract with WLA Consulting, Inc., registered engineers in the State of Nebraska, for the preparation of an updated topographic map for use with hydraulic and hydrologic modeling efforts (HEC-RAS Analysis) and from that information prepare a Technical Memorandum (TM) summarizing the findings. It will document the collection and analysis of existing conditions, prioritized areas of concern, identified stabilization alternatives, conceptual plans and profiles, construction cost estimates, and recommendations for further action.

- 3) The total cost for these engineering services is a fixed fee of \$34,600.00 with Douglas County, Sarpy County, and the City of La Vista equally sharing in the cost.
- 4) Upon the "Notice to Proceed" for these engineering services, Douglas County will bill Sarpy County and the City of La Vista for their share of the costs. If, at the completion of the work said payments made by Sarpy County and the City of La Vista are more than the actual cost, Douglas County shall refund the excess payments to Sarpy County and the City of La Vista.
- 5) No additional engineering services shall cause a contract increase exceeding five percent (5%) of the contract price without prior approval of all parties.
- 6) This Agreement shall remain in effect until the study is completed. Amendments hereto shall be made in writing.
- 7) Binding Effect. This Interlocal Agreement shall be binding upon the respective parties hereto.
- 8) No elected official or any officer or employee of Douglas County, Sarpy County, or the City of La Vista shall have a financial interest, direct or indirect, in this Agreement.
- 9) 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.
- 10) Drug Free Policy. The parties to this Agreement agree to establish, and maintain, a drug free workplace policy.
- 11) 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 11th day of August, 2009.

Attest:


County Clerk

By: 

Chair, County Board

Approved as to Form


Deputy County Attorney

Executed by Sarpy County this 15th day of September, 2009.

Attest:


County Clerk

By: 

Chair, County Board

Approved as to Form


County Attorney

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

Attest:

City Clerk

By: _____

Mayor

Approved as to Form

City Attorney

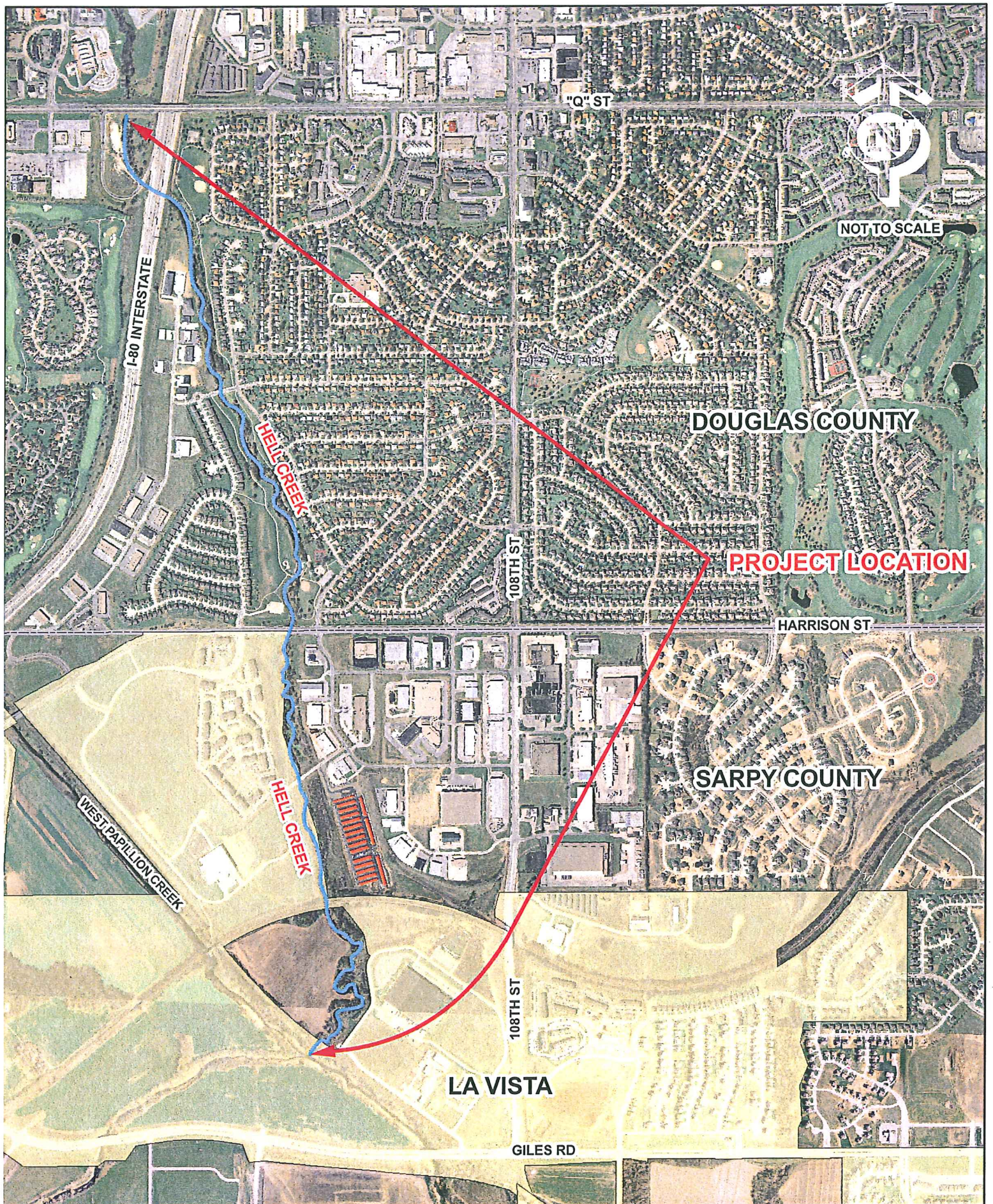


EXHIBIT - A

PROJECT NO. C-28(498)
HELL CREEK STABILIZATION