

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 15, 2016 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
THOMPSON CREEK WATERSHED RESTORATION-STORM WATER PUBLIC EDUCATION & OUTREACH-CONSULTANT SERVICES AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to sign an Agreement with Upstream Weeds (Chris Madden-Principal) for preparation of informational materials, arranging and conducting various public outreach events as well as documentation and reporting.

**FISCAL IMPACT**

The funding for these services will come from the NDEQ Annual Storm Water Management Plan Grant. The agreement has a not-to-exceed total cost of \$20,000 with this being split \$10,000 to La Vista and \$10,000 to Papillion.

**RECOMMENDATION**

Approval subject to the City of Papillion also approving of this Agreement.

**BACKGROUND**

Public education and outreach efforts are required in relation to the Thompson Creek Channel Rehabilitation grants as well as the NPDES permit requirements for MS4 public storm water discharges. An agreement was made with UNO for such services for 2014 and with Chris Madden through his firm, Upstream Weeds for 2015. For 2016 a joint agreement was entered into with the City of Papillion and Upstream Weeds. Public participation in various public events and presentations to school groups has been positive. These services are helpful in continuing to comply with NPDES permit requirements. Discussions have been held with representatives of the City of Papillion Public Works Department and they have recommended approval of this agreement to their City Council as well.

In order to reach a broader audience, provide a wider variety of informative events and to reduce the costs of the consultant services, the City is partnering with the City of Papillion in this agreement. The agreement provides for each City to be responsible for 50 percent of the consultant services. The public education and outreach efforts also meet some of the obligations that an MS4 community has in complying with the conditions of its NPDES permit for public storm sewer discharges.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CHRIS MADDEN OF UPSTREAM WEEDS FOR THE ANNUAL THOMPSON CREEK PUBLIC OUTREACH AND EDUCATION FOR THE THOMPSON CREEK WATERSHED MANAGEMENT PROJECT.**

**WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and**

**WHEREAS, the funding for these services will come from the NDEQ Annual Storm Water Management Plan Grant; and**

**WHEREAS, the agreement has a not-to-exceed cost of \$20,000 with this being split equally to La Vista and Papillion;**

**NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an Agreement with Chris Madden of Upstream Weeds for the annual Thompson Creek public outreach and education for the Thompson Creek Watershed Management Project.**

**PASSED AND APPROVED THIS 15TH DAY OF NOVEMBER, 2016.**

**CITY OF LA VISTA**

\_\_\_\_\_  
**Douglas Kindig, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Pamela A. Buethe, CMC**  
**City Clerk**

## CONTRACT FOR CONSULTANT SERVICES

### PAPILLION-LA VISTA STORM WATER MANAGEMENT

#### 2017 PAPILLION-LA VISTA STORMWATER OUTREACH & PUBLIC EDUCATION

This Contract for consultant services is entered into as of \_\_\_\_\_, 2016, by and between Upstream Weeds (Chris Madden-Principal) (hereinafter called CONSULTANT), and the City of La Vista, Nebraska (hereinafter called LA VISTA) and the City of Papillion, Nebraska (hereinafter called PAPILLION). It is understood by the parties to this agreement that the consultant services described herein will be performed by Upstream Weeds, under the auspices of "Papillion-La Vista Stormwater Outreach" (PLVSO).

**Section I: CONSULTANT Duties** – CONSULTANT shall provide the following services:

In order to address the public education and outreach obligations of La Vista and Papillion under their respective MS4 storm water discharge permits, La Vista and Papillion are partnering to engage the services of the CONSULTANT to include the following:

#### ***Outreach Event Participations and Hosting***

Direct Youth Educational Involvement and Engagement programming:

1. La Vista West Elementary 5<sup>th</sup> grade Bio Blitz Public Event Hosting

Public Promotion and Outreach programming

1. Nebraska Science Festival, Durham Public Exposition booth
2. La Vista's *Salute to Summer* festival booth
3. *Papillion Days* carnival booth
4. La Vista Public Works Day
5. Papillion Farmers Market booth
6. *World "O" Water* booth
7. Host Informational Tours and Presentation in each City to those interested, promoting and publicizing the PLVSO initiatives, platforms and programming; should third parties be interested in such activities

#### ***Engagement Initiatives and Programs***

1. Maintain and refine the PLVSO's existing online and social media presence:
  - a. Dependent and/or Independent Webpage maintenance and refinement for validation and promotion of PAPILLION and LA VISTA storm water management efforts, and information and data dissemination

- b. Social media pages, postings, and sharing links- these also serve for dissemination of photos, text, and promotional information
      - i. Facebook, G+, Twitter, Snapchat
      - ii. Website integrations and promotions
- 2. Maintain and/or install the 3 agreed-upon CrowdHydrology installations (sponsored by USGS and University of Buffalo) at Thompson Creek, Walnut Creek, and Prairie Queen; as described in "PAPILLION – LA VISTA STORMWATER OUTREACH 2016 CONTRACT: PROPOSED AMENDMENT TO 2016 SUMMER & FALL PROGRAMMING Prepared by Chris Madden, Upstream Weeds, July 2016" and "Papillion-La Vista Stormwater Outreach 2016 Mid-Contract Summary, July 2016 Prepared by Chris Madden, Upstream Weeds"
- 3. Promotion and facilitation of each Cities' Rain Barrel programs, specifically La Vista's rain barrel reimbursement program and Papillion's newly formed barrel-repurposing program
- 4. Continuation of the Thompson Creek Learning Station Signage effort facilitation, again as described in "PAPILLION – LA VISTA STORMWATER OUTREACH 2016 CONTRACT: PROPOSED AMENDMENT TO 2016 SUMMER & FALL PROGRAMMING Prepared by Chris Madden, Upstream Weeds, July 2016" and "Papillion-La Vista Stormwater Outreach 2016 Mid-Contract Summary, July 2016 Prepared by Chris Madden, Upstream Weeds"
- 5. Facilitate the production and dissemination of a short video in a partnership with the City of Papillion, using existing infrastructures
- 6. Pursue external sources of funding, such as grants, to expand PLVSO's activities; namely
  - a) Public School direct engagement activities, such as:
    - i. Papillion-La Vista High School outings, traditionally in the spring
    - ii. Papillion-La Vista South High School outings at Walnut Creek
    - iii. Papillion La Vista Foundation afterschool and summer school activities, to Parkview Heights and Golden Hills in particular
    - iv. Expand elementary outings to include 2 schools in fall
  - b) Involve G Stanley Hall Elementary in the Informational Signage/Learning Station initiative with UNO
  - c) Expanding Crowdhydrology stations to other sites of interest
  - d) Explore, initiate, and implement strategies and activities to address the City of Papillion's MS4 Program Audit's recommendations, not already addressed by other contracted activities here within.
    - i. MCM 1 - Education/Outreach
    - ii. MCM 2 – Participation/Involvements

**Documentation & Reporting**

- 1. 1 Mid-Contract Summary Report, Review and Prospectus
- 2. 1 Comprehensive Final Contract Report covering all aspects of interest to both Papillion and La Vista; due February 28<sup>th</sup>, 2017 and February 28<sup>th</sup>, 2018 respectively

**Section II: PAPHILLION & LA VISTA Duties** –PAPHILLION AND LA VISTA and related parties will provide assistance to the project as needed to complete the tasks indicated above including, but not limited to:

- Provide publicity via the Cities' websites and other media outlets and publications
- Provide access to creeks and stream for tours and engagement activities
- Provide City(s)-specific and project(s)-specific related materials, information, and promotion as needed
- Provide for the production of signage, promotional fliers, brochures, and other literature as needed for the above activities
- Token participation in cost-sharing ventures with external partners for items such as volunteer t-shirts and lunches
- Expo-style booth needs, such as a canopy, for engagement activities mentioned here within
- Give-away items for public events and interactions, such as plants and stickers

Upstream Weeds will actively seek to reduce and mitigate these potential expenses through alternative sources including cost-sharing partnerships, grant applications, and collaborations

**Section III: Property Rights and information Disclosure**

1. Confidential Information – CONSULTANT shall freely disclose to PAPHILLION and LA VISTA all information, data and results obtained from work performed under this Contract. PAPHILLION and LA VISTA are free to use such information for their own internal purposes or to disclose such information to third parties. Provided, however; the work performed pursuant to this Contract requires disclosure of information which any party hereto considers as proprietary and confidential, the parties agree that separate confidentiality agreements may be executed with the individual participants in the project.
2. Rights in Data – Progress reports may be prepared at agreed upon periods detailing the results of the project to date. These reports will become the property of PAPHILLION and/or LA VISTA and will not be distributed by the CONSULTANT without written approval.

**Section IV: Independent Contractor Statement**

CONSULTANT and anyone that CONSULTANT hires for assistance are not and shall not be considered employees of PAPHILLION or LA VISTA. CONSULTANT shall be and remain an independent contractor and nothing contained in the Contract shall be construed inconsistent with that status. Notwithstanding such status, any employee shall be removed from any job site by CONSULTANT at any time on request of PAPHILLION or LA VISTA for incompetence, neglect of duty, or misconduct. PAPHILLION and LA VISTA shall have no other control over the employment, compensation or discharge of CONSULTANT's employees or agents.

**Section V: Insurance**

The CONSULTANT shall purchase and maintain insurance as will protect CONSULTANT from claims set forth below which may arise out of or result from the CONSULTANT's execution of the services, whether such execution be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT or CONSULTANT's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other CONSULTANT or CONSULTANT's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the CONSULTANT.
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Personal property insurance shall be the responsibility of the owner of the property regardless of the location of the loss.

#### **Section VI: Indemnification**

Each party agrees that is will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, and employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Contract, and for any loss, cost, or damage caused thereby during the performance of this Contract.

#### **Section VII: Term of Contract and Termination**

Unless sooner terminated as provided below, this Contract commences on November 1<sup>st</sup>, 2016, and ends on March 1<sup>st</sup>, 2018, unless extended by mutual agreement of all parties.

#### **Section VIII: Payment of Services**

In consideration of the foregoing, PAPHILLION AND LA VISTA will reimburse CONSULTANT for all direct costs incurred in the performance of this Agreement, which shall not exceed the total estimated project cost \$20,000 yearly without written authorization from PAPHILLION AND LA VISTA. The project budget is as follows:

1. Upstream Weeds' Consultation fees; including all wages, salaries, benefits, and administration for a minimum of 50 hours per month, at a billed rate \$33 per hour, for a minimum of 600 hours yearly, 700 hours for the entire term of the contract; and are not to exceed \$20,000 per year. This cost-estimate reflects a 53% cost-share of the standard Upstream Weeds rate of \$70 per hour, provided to PAPHILLION and LA VISTA by Upstream Weeds.
  - a. Chris Madden, approximately 50 hours per month
  - b. Participant & professional stipends for Bio Blitz and other PAPHILLION and LA VISTA public education/outreach activities

2. In addition, the remaining \$1000 allotted for expenses in the 2016 "CONTRACT FOR CONSULTANT SERVICES, PAPIILLION-LA VISTA STORM WATER MANAGEMENT" will be earmarked for additional time-expenditures to be used by Upstream Weeds in the months of November 2016 and December 2016. These additional dollars will serve to facilitate the transition to a significant fund-reduction for PLVSO, due to an unexpected decrease in Stormwater funding available to the Cities of Papillion and La Vista from the State of Nebraska.

CONSULTANT will provide monthly invoices to PAPIILLION and LA VISTA for actual costs incurred in accordance with the above mentioned project budget. Payment shall be made to Upstream Weeds within thirty (30) days of receipt of invoices. The CONSULTANT shall bill each City at the same time and in equal amounts for the services set forth in this agreement. Invoices shall include a narrative of the services, materials and stipends covered by the invoices. Invoices shall be mailed to:

City of La Vista, Nebraska  
Attn: John Kottmann, City Engineer  
8116 Park View Blvd.  
La Vista, NE 68128

City of Papillion, Nebraska  
Attn: Jeffrey Thompson, City Engineer  
122 East Third Street  
Papillion, NE 68046

Checks shall be made payable to Upstream Weeds and mailed to:

Mr. Chris Madden  
Biological Outreach & Engagement Consultant  
Upstream Weeds  
3942 North 66<sup>th</sup> Street  
Omaha, NE 68104-2551  
Tax ID Number 47-1093482

**Section IX: Notices:**

All notices to be given to either party under this Contract shall be sent to the parties listed in Section VIII above.

**Section X: Assignment**

This contract is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

**Section XI: Amendment**

This Contract constitutes the entire understanding between CONSULTANT and PAPIILLION and LA VISTA with respect to the subject matter hereof and may not be amended except by a written agreement signed by all three parties.

**Section XII: Governing Law and Forum**

This Contract shall be governed by the laws of the State of Nebraska. Any legal actions brought by any of the Parties hereunder shall be in the District Court of Sarpy County, Nebraska.

We, the undersigned, hereby warrant that we are properly authorized officers of the organization to be bound by this Contract, and that we do hereby accept the terms and conditions provided herein.

**UPSTREAM WEEDS**

Christopher A. Madden  
Printed Name

  
Signature

Environmental Consultant  
Title

October 21<sup>st</sup>, 2016  
Date

**CITY OF PAPIILLION**

By: \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Date

**CITY OF LA VISTA**

By: \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Date