

**CITY OF PAPILLION
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 5, 2019 AGENDA**

Subject:	Type:	Submitted By:
NPDES MS4 Discharge Permit Storm Water Public Education & Outreach – Consultant Services Agreement	Resolution No. <i>R19-0018</i>	Jeffrey L. Thompson, P.E. Public Works Director/City Engineer

SYNOPSIS

A resolution has been prepared authorizing the Mayor to sign an Agreement with Civic Nebraska for preparation of informational materials, arranging and conducting or attending various public outreach events as well as documentation and reporting. In order to maximize the outreach efforts with a limited amount of funding, the City is partnering with the City of La Vista 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 are part of the obligations that an MS4 community has in complying with the conditions of its NPDES permit for public storm sewer discharges.

FISCAL IMPACT

The funding for these services will come from the Storm Water Management funding in the FY 18/19 Budget. The agreement has a not-to-exceed total cost of \$6,000 with this being split \$3,000 to La Vista and \$3,000 to Papillion.

RECOMMENDATION

Approval subject to the City of La Vista also approving of this Agreement.

BACKGROUND

Public education and outreach efforts are required in relation to the NPDES permit requirements for MS4 public storm water discharges. A joint agreement was entered into with the City of La Vista and Civic Nebraska for 2018 to provide such services. Civic Nebraska, housed at UNO, is a Nebraska non-profit organization with a primary purpose of providing public outreach. Their access to UNO students will allow this effort to continue in an affordable manner since the funding for these efforts have been greatly reduced. 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 La Vista Public Works Department and they have recommended approval of this agreement to their City Council as well.

ATTACHMENTS:

1. Resolution
2. Agreement

1 Page
5 Pages

RESOLUTION NO. R19-0018

BE IT RESOLVED by the Mayor and City Council of the City of Papillion, Nebraska that the Consultant Services Agreement for NPDES MS4 Discharge Permit Storm Water Public Education & Outreach between the City of Papillion, City of La Vista and Civic Nebraska is hereby approved.

BE IT FURTHER RESOLVED that the City Council of the City of Papillion approves and authorizes the Mayor to sign the document to execute the agreement.

PASSED AND APPROVED THIS ____ DAY OF _____, 2019.

CITY OF PAPIILLION

David P. Black, Mayor

ATTEST:

Nicole Brown
City Clerk

AGREEMENT FOR CONSULTANT SERVICES
PAPILLION-LA VISTA STORM WATER MANAGEMENT
2019 PAPILLION-LA VISTA STORMWATER OUTREACH & PUBLIC EDUCATION

This Agreement for consultant services is entered into as of _____, 2019, by and between Civic Nebraska (hereinafter called CN), 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 CN, 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 CN to include the following:

Outreach Event Participations and Hosting

1. Host informational tables at 4 events related to storm water management including Nebraska Science Fest, World-O-Water, La Vista Public Works Day, and a School STEM Environmental Outing (to be determined).
2. Host a table at 13 weekly Farmers Markets in Papillion or La Vista that includes storm water management information.
3. Coordinate and implement school participation in STEM Environmental projects.

Engagement Initiatives and Programs

1. Participate in Rain Barrel and Crowd Hydrology projects.
2. Pursue additional funding with emphasis on school-age projects relating to storm water management.

Procedures

1. Train CN staff to host information tables.
2. Provide at least two table hosts at each event to engage the community.
3. Distribute handouts, brochures, and literature provided by PAPILLION and LA VISTA.
4. Display PLVSO banners at events for project identification purposes.
5. Obtain items for incentives/give-aways at events to promote citizen engagement to the extent that funding and opportunities are available.
6. Provide table(s), chairs and canopy as required for table hosts at events.

Documentation and Reporting

1. Create reports including data on community participation at all events such as number of citizens engaged, number of brochures distributed, number of give-aways (as applicable) and hours and dates of events.
2. Prepare a final report of all efforts completed under this agreement. This report shall be due by February 28, 2020. PAPILLION and LA VISTA will use information from this report to assist them in preparing their annual storm water management reports to the Nebraska Department of Environmental Quality as required under their respective MS4 permits.

Section II: PAPILLION & LA VISTA Duties – PAPILLION and LA VISTA shall provide the following:

- A. Provide publicity via PAPILLION and LA VISTA web sites and other media outlets.
- B. Provide access to creeks and streams for tours and engagement activities.
- C. Print and provide storm water management brochures and other literature as needed.
- D. Provide project banners for display at events.
- E. Provide sample rain barrels and other storm water management devices for display at events.

Section III: Property Rights and Information Disclosure

Confidential Information-CN shall freely disclose to PAPILLION and LA VISTA all information, data and results obtained from work performed under this Agreement. PAPILLION and LA VISTA are free to use such information for their own internal purposes or to disclose such information to third parties.

Provided, however; if the work performed pursuant to this Agreement 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.

Rights in Data-Progress reports may be prepared at various times detailing the results of the project to date. These reports will become the property of PAPILLION and/or LA VISTA and will not be distributed by CN without written approval.

Section IV: Independent Contractor Statement

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

Section V: Insurance

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

1. Claims under workman'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 CN's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CN'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 CN.
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

CN agrees to indemnify, defend, and hold harmless PAPILLION and LA VISTA or their officers, agents, and employees from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property which may be asserted, claimed, or recovered against or from PAPILLION and/or LA VISTA or their officers, agents, and employees by reason of any act, omission, or representation of CN or its subcontractors, agents, or employees. In turn, PAPILLION and LA VISTA agree to indemnify, defend, and hold harmless CN or its officers, agents, and employees from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property which may be asserted, claimed, or recovered against or from PAPILLION and LA VISTA or their officers, agents, or employees by reason of any act, omission, or representation of PAPILLION and LA VISTA or their officers, agents, and employees. This clause shall survive the expiration or termination of this Agreement.

Section VII: Term of Agreement and Termination

This Agreement commences March 1, 2019 and ends March 1, 2020, unless extended by mutual agreement of all parties. PAPILLION and LA VISTA reserve the right to terminate this agreement early without penalty, damages, or cause. Services up to the point of termination will be compensated accordingly to the terms outlined below but under no circumstances shall any outstanding services not rendered be paid.

Section VIII: Payment for Services

In consideration of the foregoing, PAPILLION and LA VISTA will reimburse CN for all direct costs incurred in the performance of this Agreement, which shall not exceed a total cost of \$6,000. PAPILLION will be responsible for \$3,000 of the total cost and LA VISTA will be responsible for \$3,000 of the total cost.

CN will provide monthly invoices to PAPILLION and LA VISTA for actual costs incurred within the limits of the above-stated total cost. Payment shall be made to CN within thirty (30) days of receipt of invoices. CN shall bill PAPILLION and LA VISTA at the same time and in equal amounts for the services set forth in this Agreement. Invoices shall include a narrative and itemization of the costs of the services, materials, and wages covered by the invoices. Invoices shall be sent to:

City of La Vista, Nebraska
Attn: John Kottmann, City Engineer
8116 Park View Blvd.
La Vista, NE 68128
(may be emailed to: jkottmann@cityoflavista.org)

City of Papillion, Nebraska
Attn: Jeff Thompson, Public Works Director
122 East Third Street
Papillion, NE 68046
(may be emailed to: jefft@papillion.org)

Checks shall be made payable to Civic Nebraska and mailed to:

Mr. Kent Day
Director of Civic Engagement Programs
Civic Nebraska
6001 Dodge St, CEC at UNO #122
Omaha, NE 68182

Section IX: Notices

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

Section X: Assignment

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

Section XI: Amendment

This Agreement constitutes the entire understanding between CN and PAPILLION 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 Agreement 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 Agreement, and that we do hereby accept the terms and conditions provided herein.

CIVIC NEBRASKA

Printed Name

Signature

Title

Date

CITY OF PAPILLION

By: _____
MAYOR

Attest:

CITY CLERK

DATE

CITY OF LA VISTA

By: _____
MAYOR

Attest:

CITY CLERK

DATE