

**CITY OF PAPIILLION
MAYOR AND CITY COUNCIL REPORT
OCTOBER 5, 2021**

Subject:	Type	Submitted By:
Approve Amended Agreement Between the Papillion Community Foundation and the City of Papillion	RESOLUTION NO. R21-0193	Amber Powers, City Administrator

SYNOPSIS

Resolution R21-0193 approves an Amended Agreement between the Papillion Community Foundation and the City of Papillion.

Approval of Resolution R21-0193 will provide for a 3% annual increase to the funding and administration of community events carried out by the Papillion Community Foundation for the betterment of the Papillion community.

FISCAL IMPACT

Compensate PCF in the total amount of \$36,000 per year to be paid annually starting on October 1, 2020, with a 3% increase each year after the first year. Annual payments shall be as follows:

YEAR	AMOUNT
2020	\$36,000
2021	\$37,080
2022	\$38,192
2023	\$39,338
2024	\$40,518

RECOMMENDATION

Approval.

ATTACHMENTS

1. Resolution # R21-0193
2. An Amended Agreement between the Papillion Community Foundation and the City of Papillion

RESOLUTION R21-0193

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the First Amendment to the Agreement between the Papillion Community Foundation and the City of Papillion is hereby approved.

PASSED AND APPROVED THIS 5th DAY OF OCTOBER, 2021.

CITY OF PAPILLION,

(S E A L)

David P. Black, Mayor

ATTEST:

Nicole Brown, City Clerk

FIRST AMENDMENT TO AGREEMENT

THIS AGREEMENT is entered into by and between the City of Papillion, a Municipal Corporation in Sarpy County, Nebraska, also referred to herein as "the City," and Papillion Community Foundation, Inc., a Nebraska non-profit corporation doing business at 109 N Washington Street Papillion, Nebraska, 68046, also referred to herein as "PCF."

RECITALS

WHEREAS, PCF wishes to advance and promote the best interests of the Papillion community, by planning, promoting, and financing community events such as Papillion Days, Winter Wonderland, Veteran's Memorial Park, and other events/projects presented to PCF and approved by the PCF Board of Directors; and,

WHEREAS, the City of Papillion wishes to encourage and contribute to such efforts of PCF, in return for PCF's provision of services in carrying out such programs and activities for the promotion and betterment of the Papillion community; and,

WHEREAS, PCF has experience in administering such programs and wishes to provide its services and resources for such programs; and,

WHEREAS, PCF and the City of Papillion have come to this agreement regarding the City's partial funding of PCF's said programs and activities.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE CITY OF PAPILLION AND PCF AGREE AS FOLLOWS:

1. The term of this agreement shall be for five (5) years, unless either party gives written notice to the other party not less than 90 days in advance of its election to terminate the agreement.
2. This agreement supersedes all prior agreements between the parties and can only be amended in writing with the mutual consent by both parties, upon approval by official action of the City of Papillion City Council and the PCF Board of Directors.
3. The City of Papillion hereby agrees to secure the services of PCF for the promotion, event planning, and community betterment benefiting the City of Papillion.
4. PCF shall:
 - a) Provide services and resources for the planning, promoting, hosting, and performance of Papillion community events including: Papillion Days, Winter Wonderland, Veteran's Memorial Park, and other events/projects presented to PCF and approved by the PCF Board of Directors.

- b) Provide for the promotion and community betterment of Papillion. If any such events require cancellation because of weather, other emergency reasons, or agreement by both parties, then PCP shall retain the full annual compensation from the City under this Agreement, in consideration of enhanced services to be provided by PCP for other events.
- c) Provide services and resources for the general promotion and community betterment of the community of Papillion presented to PCP and approved by the PCP Board of directors.
- d) Work in partnership with the City on projects presented to PCF and approved by the PCP Board of directors for the benefit of the Papillion community.
- e) PCP shall comply with the provisions of Papillion Municipal Code section 18-2, as amended. Attached as Exhibit A is a current copy of section 18-2.

5. The City shall:

- a) Compensate PCF in the total amount of \$36,000 per year to be paid annually starting on October 1, 2020 with a 3% increase each year after the first year. Annual payments shall be as follows:

YEAR	AMOUNT
2020	\$36,000
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- b) Provide in-kind assistance for Papillion Days and Winter Wonderland.
 - c) Fund marketing materials for Papillion Days and Winter Wonderland for distribution through utility bill mailing.
6. All notices or other communications between or among the parties regarding this Agreement shall be personally delivered or sent by U.S. Mail to the parties at the following addresses:

To PCF:
 Papillion Community Foundation, Inc.
 Attn: Executive Director
 109 N. Washington St.
 Papillion, NE 68046

To City:
 City Administrator
 City of Papillion
 122 East Third Street
 Papillion, NE 68046

Such notice shall be deemed to have been given at the time it is personally delivered to such address, or three days after the same is sent by U.S. Mail.

EXECUTED this ____ day of _____, 2021.

PAPILLION COMMUNITY FOUNDATION, INC.

ATTEST

By _____

Executive Director

(Title)

EXECUTED this __ day of _____, 2021.

ATTEST

CITY OF PAPILLION, A Municipal Corporation

Nicole Brown, City Clerk

By _____

David P. Black, Mayor