

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 7, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
THOMPSON CREEK WATERSHED RESTORATION-BIOBLITZ EVENT MANAGEMENT AGMT. WITH MADDEN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an Agreement with Chris Madden of Upstream Weeds for the inaugural Thompson Creek BioBlitz event management services that are needed for a public outreach and education component for the Thompson Creek Watershed Management. This will be for the second annual La Vista Bio Blitz currently anticipated for October 16 & 17, 2015.

**FISCAL IMPACT**

The funding for these services will come from the NDEQ Annual Storm Water Management Plan Grant and/or the Nebraska Environmental Trust Grant. The agreement has a not-to-exceed cost of \$33,100.

**RECOMMENDATION**

Approval

**BACKGROUND**

In January of 2014 the City entered into an agreement with UNO to provide services to arrange and conduct a bio-blitz for the Thompson Creek Watershed Restoration project. The services were provided previously by Chris Madden working for the Nebraska Watershed Network that is affiliated with UNO. Since then, the Nebraska Watershed Network has determined that its focus should be research and not public education and outreach. Chris Madden remains affiliated with UNO and is able to engage the Community Engagement Center at UNO to provide student volunteers to help staff the event and provide assistance with project tours and presentation of information to the public during the event. Chris Madden is still very interested in the public education and outreach efforts. This is an ongoing element of the Thompson Creek Watershed Management Plan and its Project Implementation Plan which includes creating public support for the watershed management activities. One of the methods identified was conducting a bioblitz for annual species search and learning day. These services can be provided at lower cost through Chris Madden and the ability to engage UNO student volunteers rather than through private sector consultants. The bioblitz event is tentatively scheduled for October 16 & 17, 2015. The services need to get underway so that we can coordinate in sufficient time with the Papillion La Vista School District to get their participation in the events.

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 INAUGURAL THOMPSON CREEK BIOBLITZ EVENT MANAGEMENT SERVICES FOR PUBLIC OUTREACH AND EDUCATION FOR THE THOMPSON CREEK WATERSHED MANAGEMENT.

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/or the Nebraska Environmental Trust Grant; and

WHEREAS, the agreement has a not-to-exceed cost of \$33,100;

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 inaugural Thompson Creek BioBlitz event management services for public outreach and education for the Thompson Creek Watershed Management.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**Upstream Weeds  
Contract for Services  
La Vista 2015 Bio Blitz**

This Contract is entered into as of \_\_\_\_\_, 2014, by and between Upstream Weeds (Chris Madden-Principal) (hereinafter called CONSULTANT), and the City of LaVista, Nebraska (hereinafter called SPONSOR). It is understood between the parties that the services described herein will be performed by Upstream Weeds.

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

CONSULTANT shall develop and coordinate a Bio Blitz event for SPONSOR'S Thompson Creek Watershed Restoration Project. Work activities shall include the following:

- Lead-up to event development and coordination
- Expo-style booth development
- City sponsored booths development
- Outreach to and coordination with Papillion-La Vista School District for science class participation in the event
- Children's engagement programming development
- Social media integration and other event publication efforts
- Bio Blitz tour and data acquisition and station development
- Days of event management and supervision
- Bio Blitz photographic documentation of events by photographer
- Coordination with UNO Civic Engagement Programs
- Arrange and pay for exhibitor stipends
- Arrange and pay for rental of tables and chairs
- Provide post event documentation similar to the document provided for the 2014 Bio Blitz

**Section II: SPONSOR Duties** – SPONSOR and related parties will provide assistance to the project as needed to complete the tasks indicated above including but not limited to:

- Furnish, erect and remove large tent for expo-style booths
- Provide publicity on City website and in City publications
- Provide access to Thompson Creek for tours

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

**A. Confidential Information** - CONSULTANT shall freely disclose to SPONSOR all information, data and results obtained from work performed under this Contract. Except as limited by Section III C., SPONSOR is free to use such information for its 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.

**B. 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 SPONSOR and will not

be distributed by CONSULTANT without written approval.

**C. Publication** - Any publication made by SPONSOR which includes data or information obtained from CONSULTANT in the performance of this project will be submitted to CONSULTANT ten (10) calendar days prior to planned public release for review of the content for technical accuracy and interpretation of results. If requested by CONSULTANT, SPONSOR will include a disclaimer indicating that interpretation of results is solely that of SPONSOR.

#### **Section IV: Independent Contractor Statement**

CONSULTANT and anyone that CONSULTANT hires for assistance are not and shall not be considered employees of SPONSOR. CONSULTANT shall be and remain an independent contractor and nothing contained in this 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 SPONSOR for incompetence, neglect of duty, or misconduct. SPONSOR 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 such 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 than 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 it 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 or 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 October 13, 2014, and ends on November 30, 2015, unless extended by mutual agreement of both parties. Either party may terminate this Contract at any time with or without cause, on thirty days written notice to the other party. In the event of any termination of this Contract, payments to CONSULTANT outlined herein shall be prorated to cover actual work performed and any non-cancelable commitments up to and including the date of termination. Termination of this Contract for any reason shall not affect any of the rights, obligations or liabilities of the parties which may have accrued or arisen prior to termination.

## **Section VIII: Payment for Services**

In consideration of the foregoing, SPONSOR will reimburse CONSULTANT for all direct costs incurred in the performance of this Agreement, which shall not exceed the total estimated project cost of \$33,100 without written authorization from SPONSOR. The project budget is attached hereto and incorporated herein as Attachment A.

CONSULTANT will submit monthly invoices to SPONSOR for actual costs incurred in accordance with Attachment A. Payment shall be made to Upstream Weeds within thirty (30) days of receipt of invoice. Invoices shall be mailed to:

City of La Vista, Nebraska  
Attn: John Kottmann, City Engineer  
Public Works Department  
9900 Portal Road  
La Vista, NE 68128

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

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

## **Section IX: Notices**

All notices to be given to either party under this Contract shall be sent to the following addresses:

Mr. Chris Madden  
Upstream Weeds  
3942 North 66<sup>th</sup> Street  
Omaha, NE 68104-2551

City of La Vista, Nebraska  
Attn: John Kottmann, City Engineer  
Public Works Department  
9900 Portal Road  
La Vista, NE 68128

### **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 SPONSOR and CONSULTANT with respect to the subject matter hereof and may not be amended except by an agreement signed by SPONSOR and the CONSULTANT.

### **Section XII: Governing Law and Forum**

This Contract shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party 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**

**City of LaVista, Nebraska**

Printed Name

By

MAYOR

Signature

Attest:

Title

CITY CLERK

Date

Date

**ATTACHMENT "A"**

**Project Period:      October 13, 2014 through November 30, 2015**

**2015 Bio Blitz is tentatively scheduled for October 16 & 17, 2015**

<b><u>Expense Category</u></b>	<b><u>Estimated Qty.</u></b>	<b><u>Not to Exceed Cost</u></b>
<b>Salaries:</b>		
Chris Madden, Principal	1200 hours, max.	\$23,000
UNO Post Baccalaureate Intern	150 hours, max.	\$ 2,000
<b>Out of Pocket Expenses:</b>		
Professional & Student Stipends		\$ 6,000
Day of Event Expenses		\$ 2,100
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<b>Total Expenses</b>		<b>\$33,100</b>