

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 19, 2024 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PAYMENT – APWA ACCREDITATION APPLICATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing payment to American Public Works Association (APWA) Accreditation Program in an amount not to exceed \$7,150.

FISCAL IMPACT

The FY25/FY26 Biennial Budget provides funding for the proposed payment.

RECOMMENDATION

Approval.

BACKGROUND

Approximately 18 months ago, the Public Works Department initiated the process to become an accredited agency through the American Public Works Association Accreditation Program. Accreditation is important because it provides a means of formally verifying and recognizing public works agencies for compliance with the recommended practices set forth in the Public Works Management Practices Manual. The process is quite extensive and will likely take us a couple of years to complete from start to finish. There are 40 areas outlined for which formalized policies and procedures will be developed. Not all the chapters will be applicable to our department, but topics that you would expect such as Engineering, Construction Management, Utility Coordination, Street Maintenance, Parks & Grounds, Fleet Management, Sewer and others will be included.

Accreditation is the mark of professionalism that recognizes agencies for their leadership and dedication to continuous improvement in the delivery of public works operations and services in their respective communities. Accreditation recognizes that an agency's policies, procedures, and practices have been evaluated against nationally recognized, recommended standards.

There is only one agency in the state of Nebraska that has been certified as an APWA accredited agency and it is our goal to make La Vista Public Works the second agency in the state.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING PAYMENT TO AMERICAN PUBLIC WORKS ASSOCIATION ACCREDITATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$7,150.00.

WHEREAS, the City Council of the City of La Vista has determined that payment to American Public Works Association for the accreditation program is necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed payment; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize payment to American Public Works Association Accreditation Program in an amount not to exceed \$7,150.00.

PASSED AND APPROVED THIS 19TH DAY OF NOVEMBER 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



ACCREDITATION COUNCIL
OF THE
AMERICAN PUBLIC WORKS ASSOCIATION
APPLICATION
FOR



VOLUNTARY ACCREDITATION
Public Works Management Practices Manual - Tenth Edition

Identify if your agency is applying for Initial Accreditation or Re-Accreditation Initial Accreditation

Parent Organization: City of La Vista

Select option from dropdown feature
before going to page two.

Agency Name(s)*: La Vista Public Works

*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address: 9900 Portal Road

City: La Vista

State/Province: Nebraska

☒ Zip: 68128

Mailing Address:

(if different from street address)

City:

State/Province:

Zip:

• Public Works Agency's Chief Executive:

Title: Joe Soucie - Director of Public Works

Phone: (402) 331-8927 Cell: (402) 680-2016 E-Mail: jsoucie@cityoflavista.org

APWA Member? ☒ Yes, I.D. Number 137970 ☐ No

• Public Works Agency's Accreditation Manager:

Title: Jeff Calentine - Deputy Director of Public Works

Phone: (402) 331-8927 Cell: (402) 630-0872 E-Mail: jcalentine@cityoflavista.org

APWA Member? ☒ Yes, I.D. Number 684198 ☐ No

All agencies seeking accreditation are required to have at least two APWA members. If the Chief Executive and Accreditation Manager are not both members, do you have at least two members? ☒ Yes ☐ No

Did you or someone from your office attend a workshop? ☒ Yes ☐ No

The agency must address all recommended practices in the Functional Areas for which they have responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual*.

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate eligibility.

In addition, the agency, by execution of this application, agree to follow the processes as defined in the Accreditation Process Guide, including the biennial report.

Executed this 19th ☐ day of November ☐, 2024 ☐.

By: _____, Title: Mayor
Doug Kindig
(typed or printed name)

Email application packet to accreditation@apwa.net or forward 2 copies of signed accreditation agreement, application, and statement of support from chief administrative officer and payment to: APWA Accreditation Program, P.O. Box 505612, St. Louis, MO 63150-5612

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Fees for accreditation are as follows: A Base Fee and Functional Area fee. The base fee is determined by the population served by the agency. The Functional Area fee is determined by the duties the agency has responsibility for. All applicants are responsible for Functional Areas (i.e. Chapters) 1 through 10 in the *Public Works Management Practices Manual* while the remainder must be indicated using the table below. A Functional Area is applicable if the agency administers, manages, or provides services - either directly or through a contractor or outside vendor. The agency must indicate a chapter as YES (Applicable) if they take the lead responsibility of 50% or more of the practices. If the agency is responsible for fewer than 50% of the practices, the chapter may be marked as NO (Not Applicable) with an explanation why (add additional pages if necessary).

Additional fees may include on-site assessment costs, instructional and reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

Base Fee by Agency Population (Utilize Most Recent Census Data)		
Select Appropriate Box	POPULATION	Amount
<input type="checkbox"/>	Under 10,000	\$0
<input checked="" type="checkbox"/>	10,001 to 25,000	\$3,750
<input type="checkbox"/>	25,001 to 50,000	\$0
<input type="checkbox"/>	50,001 to 100,000	\$0
<input type="checkbox"/>	100,001 to 250,000	\$0
<input type="checkbox"/>	250,001 to 500,000	\$0
<input type="checkbox"/>	500,001 to 1,000,000	\$0
<input type="checkbox"/>	More than 1,000,000	\$0

FUNCTIONAL AREA (Chapter Number)	YES	NO	REASON FOR NON-RESPONSIBILITY OR COMMENTS
Chapter 1-10	X		Required for all agencies
Infrastructure Planning (11)	✓		
Building Code Enforcement (12)		✓	Community Development is responsible for all aspects
Engineering Management (13)	✓		
Bid Process (14)	✓		
Construction Management (15)	✓		
Right-of-Way Management (16)	✓		
Utility Coordination (17)	✓		
Facilities Management (18)	✓		
Equipment and Fleet Management (19)	✓		
Parks, Grounds, and Forestry (20)	✓		
Solid Waste Management (21)		✓	Homeowners responsibility utilizing private contractors
Solid Waste Collection (22)		✓	Homeowners responsibility utilizing private contractors
Solid Waste Recycling and Reuse (23)		✓	Homeowners responsibility utilizing private contractors
Solid Waste Disposal (24)		✓	Homeowners responsibility utilizing private contractors
Street Maintenance (25)	✓		
Street Cleaning (26)	✓		
Snow and Ice Control (27)	✓		
Stormwater and Flood Management (28)	✓		
Vector Control (29)		✓	Handled by Sarpy County Health Department
Potable Water Distribution System (30)		✓	Metropolitan Utilities District handles water service
Water Treatment (31)		✓	Metropolitan Utilities District handles water treatment
Wastewater Collection and Conveyance (32)	✓		
Wastewater Treatment and Disposal (33)		✓	City of Omaha handles wastewater treatment
Traffic Operations (34)	✓		
Parking (35)	✓		
Cemeteries (36)		✓	No public cemeteries in the City of La Vista
Airports (37)		✓	No airports in the City of La Vista
Transit Operations (38)		✓	No public transit in the City of La Vista
Bridges (39)	✓		
Beach Management (40)		✓	No beaches in the City of La Vista
TOTALS (number of YES and NO, Chapters 11-40)	17	13	Add add'l pages if req'd to provide explanation of non-applicability

Functional Area Fee			
17	Functional Areas (chapters 11 through 40) Each	\$ 200	\$ 3,400.00

Total Fee = Base Fee + Functional Area Fee = \$7,150.00

ACCREDITATION AGREEMENT

This Agreement is entered into between City of La Vista (“the Agency”) with principal offices located at 9900 Portal Road La Vista, Nebraska ☒ 68128 and the American Public Works Association (“APWA”), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with principal offices located at 1200 Main Street, Suite 1400, Kansas City, Missouri 64105.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Accreditation Council (“the Council”) to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual* (the “Manual”).

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 17 functional areas, more fully described on the Agency’s Application for Accreditation, which is hereby incorporated into this Agreement. The Agency desires that APWA assess the Agency’s practices for the Council to determine if the Agency is eligible for designation as accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. AGENCY RESPONSIBILITIES: The Agency shall:

1.1 Provide all information, including all documents, files, records, and other data as required by APWA except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify APWA that such information has been withheld);

1.2 Conduct a self-assessment as to compliance with recommended practices, including, without limitation, the practices set forth in the Manual (“Recommended Practices”), and provide full and accurate results thereof to APWA using software developed and approved by APWA;

1.3 Provide one or more persons to assist APWA’s representatives (“Evaluators”) in making the necessary inquiries and assessments of Agency information relative to compliance with the Recommended Practices; provide access to files and records and necessary facilities requested by the Evaluators during their inquiries; and

1.4 Respond to all communications from APWA promptly, but in no event later than ten (10) business days from the receipt thereof.

2. APWA RESPONSIBILITIES: APWA shall:

2.1 Provide necessary documentation, forms, and instructions regarding the accreditation process;

2.2 Provide Evaluators for the purpose of conducting an evaluation of the Agency's responses to the practices contained in the Manual;

2.3 Promptly analyze compliance data and advise the Agency of the results of the evaluation and the need for additional information, if any;

2.4 If the Agency is accredited, (a) provide an award, and (b) make available indicia of accreditation;

2.5 If the Agency is not accredited following an evaluation of its policies and practices, provide the Agency with reasons for the decision; and

2.6 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty (60) days of notice by APWA of the reasons for the decision not to accredit the Agency), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

3.1 This Agreement shall become effective when it has been signed by an authorized representative of each of the parties (the "Effective Date").

3.2 This Agreement shall terminate:

- (a) Upon execution of a Re-Accreditation Agreement between the Agency and APWA; or
- (b) Either (i) thirty-six (36) months following the Effective Date of this Agreement or (ii) the expiration of any extension to the thirty-six (36) month period granted pursuant to Section 5.3 hereof, unless a successful evaluation is completed prior to such date; or
- (c) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (d) Upon termination pursuant to Section 5.2 hereof; or
- (e) Upon expiration or revocation of the Agency's accredited status.

3.3 Any accreditation granted to the Agency shall have a term of four (4) years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the re-accreditation evaluation before the expiration of such four (4) year term, the accreditation shall lapse at the expiration of the four (4) year term and the Agency shall not thereafter hold itself out as being accredited by APWA. The evaluation may occur up to six (6) months prior to or following the accreditation expiration date without penalty upon agreement of both parties. The expiration date of the accreditation shall remain the same regardless of when the evaluation is conducted.

4. MODIFICATION: There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. TIME AND MANNER OF PAYMENTS:

5.1 The Agency may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable. The Agency agrees to one of the following options by completing either subsection (a) or (b) below:

☒ (a) Lump Sum Option

The Agency will remit to APWA a single payment in the lump-sum amount for processing of the accreditation of \$7,150.00 , upon the execution of this Agreement by the Agency.

The total amount of \$7,150.00 is herein remitted to APWA (payable by check to the order of American Public Works Association) via Check No. , or Purchase Order No. .

☐ (b) Installment Option

The Agency will remit to APWA a total payment of \$ 7,150.00 for processing of the accreditation. The first installment of \$3,575.00 (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of \$3,575.00 (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self-assessment and request for the evaluation, whichever occurs first.

The first installment of \$3,575.00 is herein remitted to APWA (payable by check to the order of American Public Works Association) via check number or Purchase Order No. .

5.2 APWA will invoice the Agency for travel costs for the evaluation, including lodging, meals and transportation in accordance with the Staff Travel Reimbursement Policy and Volunteer Travel Reimbursement Policy. An itemized invoice will be delivered to the Agency within sixty (60) days of completion of the evaluation. APWA reserves the right to terminate this Agreement if such payment is delinquent by more than sixty (60) days, and APWA shall not be obligated to refund any fees previously paid.

5.3 The Agency may request and extension of the evaluation by submitting the applicable form and paying a fee as follows:

- a) For initial applicants, if the Agency requires more than thirty-six (36) months to complete a successful evaluation, the Agency may request a twelve (12) month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. The Agency may continue to request an additional extension every twelve (12) months thereafter, and agrees to pay the additional twenty-five percent (25%) extension fee, until a successful evaluation has been achieved or this Agreement has been terminated in accordance with Section 3.2 hereof. If approved for an extension, the Agency must move to the current or most immediate previous edition of the Manual if such is not already in use. No additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the thirty-six (36) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency).
- b) For currently accredited agencies, if the Agency requires more than six (6) months beyond their accreditation expiration date to complete a successful evaluation the Agency may request a twelve (12) month extension to this agreement. If the extension is granted, the Agency agrees to pay a non-refundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. No such additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the twelve (12) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency). If approved for a twelve (12) month extension the expiration date of the accreditation shall be extended twelve (12) months from original accreditation expiration date. Only one twelve (12) month extension may be requested.

5.4 If the Agency's initial evaluation is not successful (i.e., work after the evaluation is required to achieve minimum compliance for accreditation), and the volume of review necessary for completion would require an additional evaluation(s), the Agency shall reimburse APWA for costs for the subsequent evaluation per the terms of Section 5.2. Additional evaluation(s) must be completed within six (6) months.

6. CONFIDENTIALITY:

6.1 APWA shall receive and hold confidential any and all nonpublic: (i) reports, files, records and other data obtained from the Agency pursuant to this Agreement and (ii) materials developed by APWA in the furtherance of its responsibilities under this Agreement ("Confidential Information"). APWA shall use reasonable commercial efforts substantially similar to the efforts APWA uses to protect its own confidential information to prevent the disclosure, distribution, or release of the Confidential Information to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal. Notwithstanding anything in this Agreement to the contrary including the above, APWA is specifically authorized, but not required, in the exercise of its sole discretion, to conduct a meeting open to the public regarding the Agency's candidacy for accreditation or its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in

which case such meeting shall be closed to the public. Nothing herein shall be construed to require APWA to conduct all or part of its meeting in public, including but not limited to the right of APWA, in the exercise of its sole discretion, to terminate a meeting open to the public at any time and conclude such meeting in a session closed to the public.

6.2 In response to inquiries concerning the accreditation status of the Agency, APWA's reply shall be limited to identifying the Agency's then current status. All other requests for information will be directed to the Agency.

7. NEWS RELEASES: Notwithstanding any provision of this Agreement to the contrary,

7.1 APWA shall have the right to identify the Agency in news releases and its publicity program after the Agency's evaluation has been scheduled, to identify the Agency as seeking accreditation.

8. APWA AS AN INDEPENDENT CONTRACTOR: For all purposes under this Agreement, the parties are independent contractors as to one another and neither shall be deemed to be an employee, agent, franchise, partner, or legal representative of the other. Except as specifically set forth herein, neither party shall have any authority to create or assure any obligation on behalf of the other. Each party shall pay and discharge any and all obligations it may incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. INTEGRATION: This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto relating to the subject matter hereof.

10. SEVERABILITY: If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which is held invalid shall not be affected hereby.

11. CHOICE OF LAW; JURISDICTION AND VENUE: This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State where the principal office of the Agency is located. Any arbitration or action to interpret or enforce any right or obligation hereunder shall be brought in the state or federal courts sitting in the jurisdiction encompassing Agency's principal office and the parties irrevocably consent hereby to jurisdiction and venue in any such court.

12. WARRANTY NOT INTENDED OR IMPLIED: It is understood that the award of accreditation represents that only that APWA and/or the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing the Recommended Practices, but neither APWA nor the Council is making any representations that such policies or practices are adequate or appropriate for the Agency. The Agency is solely

responsible for determining whether its policies and practices are adequate and appropriate and the award of accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services. The Agency shall not make any oral or written disclosure, comment or announcement which conflicts with the provisions of this Section 12. Any oral or written statement by Agency regarding its accreditation status shall comply with any requirements made known to Agency from time to time.

13. WAIVER: Any waiver by APWA of any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE: Any notice between the parties shall be in writing, postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS: The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.

16. ESTABLISHMENT OF RECOMMENDED PRACTICES: The Agency and APWA agree that the Manual shall be the basis for the self-assessment conducted by the Agency and the evaluation conducted by APWA. The Agency's self-assessment, and APWA's subsequent evaluation, shall both be based upon the edition of the Manual selected per the requirements of the Accreditation Process Guide.

17. ASSIGNMENT: The Agency shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of APWA.

18. DISPUTE RESOLUTION: Any dispute or claim arising out of or related to this Agreement, or the interpretation, making, performance, breach, validity, or termination thereof, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of American Arbitration Association ("Rules"), with judgment upon the award rendered by the arbitrator to be entered in any court of competent jurisdiction. The arbitrator shall be selected according to the Rules. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs, expenses and fees, including, without limitation, administrative fees, arbitrator fees, travel expenses, out-of-pocket expenses (including, without limitation, such expenses as copying, telephone, facsimile, postage, and courier fees), witness fees, and reasonable and actual attorneys' fees. The arbitration shall be conducted in the venue identified in Section 11 above.

[Remainder of Page Intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this 19th day of November , 2024

By: _____

Doug Kindig
(Typed name)

Mayor
(Title)*

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, APWA has caused this Agreement to be executed by the Director of Education and Credentialing for the American Public Works Association, acting on its behalf on this _____ day of _____,

By: _____

Becky Stein, CAE
Chief Learning Officer