

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**FEBRUARY 4, 2014 AGENDA**

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

**SYNOPSIS**

A resolution has been prepared authorizing the City Administrator to sign an Agreement with the University of Nebraska at Omaha 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 in an amount not to exceed \$20,789.

**FISCAL IMPACT**

The FY 13/14 Capital Fund provides funding for this project through the NDEQ EPA Section 319 Non-Point Source Grant and/or the Nebraska Environmental Trust Grant.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City submitted a grant application to the Nebraska Department of Environmental Quality (NDEQ) in the fall of 2012 for funding of the Thompson Creek Watershed Restoration Project. The award of the grant for EPA Section 319 Non-Point Source funds through the NDEQ required the preparation of a Project Implementation Plan which included 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 UNO than through private sector consultants. A previous agreement was entered into with UNO for water quality monitoring services. The bioblitz event is scheduled for May 16 and 17, 2014.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH THE UNIVERSITY OF NEBRASKA AT OMAHA (UNO) 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 IN AN AMOUNT NOT TO EXCEED \$20,789

WHEREAS, the City Council of the City of La Vista has determined that creating public support for the watershed management activities are required as part of the conditions of obtaining EPA Section 319 grant funds for the Thompson Creek Watershed Management project through the Nebraska Department of Environmental Quality (NDEQ); and

WHEREAS, services can be provided at a lower cost through UNO than through the private sector; and

WHEREAS, the Sewer Fund Budget provides funding for these services; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska approve an agreement with the University of Nebraska at Omaha for the inaugural Thompson Creek BioBlitz Event Management Services and authorizing the City Administrator to sign said agreement for an amount not to exceed \$20,789.

PASSED AND APPROVED THIS 4TH DAY OF FEBRUARY, 2014.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

# UNIVERSITY OF NEBRASKA AT OMAHA

## Agreement No. 2014-

This Agreement is entered into as of January 17, 2014, by and between The Board of Regents of the University of Nebraska, for and on behalf of the University of Nebraska at Omaha, (hereafter called UNO), and the City of LaVista, Nebraska (hereinafter called SPONSOR). It is understood between the parties that the services described herein will be performed by UNO through its Nebraska Watershed Network.

### **Section I: UNO Duties** - UNO shall provide the following services:

UNO shall develop and coordinate a BioBlitz 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
- Table-side and creek-side demonstration platform development
- Children's engagement programming development
- Social media integration
- Coordinate traditional media campaign
- Branding, logo, and mascot development
- BioBlitz tour and data acquisition and station development
- Days of event management and supervision
- BioBlitz video-clip production
- Provide SPONSOR with post-BioBlitz instruction/directions manual
- Post-event data collection and management and dissemination

### **Section II: SPONSOR Duties** – SPONSOR and related parties will provide assistance to the project as needed to complete the tasks indicated above.

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

**A. Confidential Information** - UNO shall freely disclose to SPONSOR all information, data and results obtained from work performed under this Agreement. 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 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.

**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 UNO without written approval.

**C. Publication** - Any publication made by SPONSOR which includes data or information obtained from UNO personnel in the performance of this project will be submitted to UNO thirty (30) days prior to planned public release for review of the content for technical accuracy and interpretation of results. If requested by UNO, SPONSOR will include a disclaimer indicating

that interpretation of results is solely that of SPONSOR. SPONSOR shall not use the name or trademarks of the University of Nebraska or UNO, and shall not use the name of any personnel of UNO in any publication without the prior written approval of the University of Nebraska, UNO or said individuals.

UNO will be free to publish the results of the research under this Agreement after providing SPONSOR with a thirty (30) day period in which to review each publication to identify any inadvertent disclosure of SPONSOR's Confidential Information (as defined above). Any further extension will require subsequent agreement between SPONSOR and UNO. Pursuant to the policies of UNO and traditional academic practice, the author of such publications shall retain ownership of all copyright interest thereto.

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

UNO and its officers, agents and employees are not and shall not be considered employees of SPONSOR. UNO shall be and remain an independent contractor and nothing contained in this Agreement shall be construed inconsistent with that status. Notwithstanding such status, any employee shall be removed from any job site by UNO 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 UNO's employees or agents.

#### **Section V: Insurance**

As of the date of the execution of this Agreement, UNO is self-insured pursuant to the University of Nebraska General Self-Insurance Program. Subject to the terms, conditions, exclusions, and limits of the Statement of Self-Insurance Coverage contained in the Program, the Program shall pay on behalf of UNO during any of its fiscal years all sums for which UNO shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. UNO shall provide the SPONSOR with a copy of the University of Nebraska Self-Insurance Trust Fund Program Statement evidencing such coverage upon request.

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 Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

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

Unless sooner terminated as provided below, this Agreement commences on January 17, 2014, and ends on May 17, 2014, unless extended by mutual agreement of both parties. Either party may terminate this Agreement at any time with or without cause, on thirty days written notice to the other party. In the event of any termination of this Agreement, payments to UNO 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 Agreement 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 UNO for all direct costs incurred in the performance of this Agreement, which shall not exceed the total estimated project cost of \$20,789 without written authorization from SPONSOR. The project budget is attached hereto and incorporated herein as Attachment A.

UNO will submit monthly invoices to SPONSOR for actual costs incurred in accordance with Attachment A. Payment shall be made to UNO 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 the University of Nebraska at Omaha (ID #47-0049123 A9).

Checks shall be mailed to: University of Nebraska at Omaha  
6001 Dodge Street  
Grants Accounting  
EAB 208  
Omaha, NE 68182

A final financial accounting of all costs incurred and all funds received by UNO hereunder shall be submitted to SPONSOR within ninety (90) days following the end date of the Agreement.

### **Section IX: Notices**

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

University of Nebraska at Omaha  
Nebraska Watershed Network  
Attn: Alan Kolok, Ph.D.  
6001 Dodge Street  
Omaha, NE 68182

With copy to: University of Nebraska at Omaha  
Office of Research & Creative Activity  
Eppley Admin. Room 203  
6001 Dodge Street  
Omaha, NE 68182

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

### **Section X: Assignment**

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

### **Section XI: Amendment**

This Agreement constitutes the entire understanding between SPONSOR and UNO with respect to the subject matter hereof and may not be amended except by an agreement signed by SPONSOR and an authorized representative of UNO.

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

This Agreement 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 Lancaster 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.

**Board of Regents  
University of Nebraska  
University of Nebraska at Omaha**

**City of LaVista, Nebraska**

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Signature

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Signature

Title: Associate Vice Chancellor for Research  
& Creative Activity

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Title

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Date

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Date

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Read and Understood by (Project Director)

**Attachment A**

**PI/Sponsor: Alan Kolok/City of LaVista**

**Project Period: 01/17/14-05/17/14 (17 weeks)**

	<b>YEAR</b>	<b>UNO</b>	
	1	1	<b>TOTAL</b>
<b>Kolok, PI, .051 FTE, 1 semester</b>	1,860		1,860
<b>Madden,\$20/hr, 30h/wk</b>	10,200		10,200
<b>Whye, \$10/hr, 7.5h/wk</b>	1,275		1,275
			0
<b>Salaries &amp; Wages</b>	13,335	0	13,335
<b>Benefits</b>	1,455	0	1,455
<b>Salaries/Wages/Benefits SUBTOTAL</b>	<b>14,789</b>	<b>0</b>	<b>14,789</b>
 <b>Operating expenses, misc</b>	 500		 500
<b>Operating expenses--event stipends</b>	1,000		1,000
<b>Consultant Services</b>	4,000		4,000
<b>Operating Expenses SUBTOTAL</b>	<b>5,500</b>	<b>0</b>	<b>5,500</b>
 <b>Supplies--day of event hosting expenses</b>	 500		 500
 <b>MTDC SUBTOTAL</b>	 20,789	 0	 20,789
 <b>TOTAL DIRECT COSTS</b>	 20,789	 0	 20,789
 <b>Facilities &amp; Administrative 10% MTDC</b>		 0	 0
 <b>TOTAL BUDGET REQUEST</b>	 20,789	 0	 20,789

**Madden wage estimated at \$20/hour**

**Whye wage estimated at \$10/hour**

**FBs for Madden and Whye estimated at 8.3%**

**Operating expenses include NEED DETAILS**

**Operating expenses for demonstrations and info booths student groups & non-profits only**  
**payment for the groups's expenses for demos and booths**

**Consultant services--event stipends--**

--BioTour (and TC field guide) and workshops (\$500 each and \$100 each)  
 these are payments to individual(s) who are leading tours and workshops

**Supplies include day of event hosting expenses**

--t-shirts, sandwiches/lunch and coffee)

**F&A contribution by UNO--exception approved by Associate Vice Chancellor Snyder**