

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 17, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
THOMPSON CREEK WATERSHED RESTORATION-STORM WATER PUBLIC EDUCATION & OUTREACH-CONSULTANT SERVICES AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to sign an Agreement with the Upstream Weeds (Chris Madden-Principal) for preparation of informational materials, arranging and conducting various public outreach events as well as continuing the annual bio blitz activity that was initiated as part of the Thompson Creek project.

**FISCAL IMPACT**

The funding for these services will come from the NDEQ Annual Storm Water Management Plan Grant. The agreement has a not-to-exceed total cost of \$40,000 with this being split \$20,000 to La Vista and \$20,000 to Papillion.

**RECOMMENDATION**

Approval subject to the City of Papillion also approving this Agreement.

**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. Chris Madden provided the majority of the services under the UNO agreement. A second agreement was entered into in October of 2014 with Chris Madden through his firm, Upstream Weeds, at a cost of \$33,100 for the 2015 Bio Blitz and related activities. Public education and outreach efforts are an ongoing element of the Thompson Creek Watershed Management Plan in addition to the NPDES MS4 permit requirements. Discussions have been held with representatives of the City of Papillion Public Works Department and they have recommended approval of this agreement to their City Council as well.

In order to reach a broader audience, provide a wider variety of informative events and to reduce the costs of the consultant services, the City is partnering with the City of Papillion 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 also meet some of the obligations that an MS4 community has in complying with the conditions of its NPDES permit for public storm sewer discharges.

**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 ANNUAL THOMPSON CREEK BIO BLITZ EVENT MANAGEMENT SERVICES FOR PUBLIC OUTREACH AND EDUCATION FOR THE THOMPSON CREEK WATERSHED MANAGEMENT PROJECT.

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 \$40,000 with this being split equally to La Vista and Papillion;

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 annual Thompson Creek Bio Blitz event management services for public outreach and education for the Thompson Creek Watershed Management Project.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2015.

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

ATTEST:

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**Pamela A. Buethe, CMC**  
City Clerk

**CONTRACT FOR CONSULTANT SERVICES**  
**PAPILLION-LA VISTA STORM WATER MANAGEMENT**  
**2016 PUBLIC EDUCATION & OUTREACH**

This Contract for consultant services is entered into as of \_\_\_\_\_, 2015, by and between Upstream Weeds (Chris Madden-Principal) (hereinafter called CONSULTANT), 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 Upstream Weeds.

**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 the CONSULTANT to include the following:

1. Creation of an online and social media presence:
  - a. Dependent and/or Independent Webpage creation for validation and promotion of PAPILLION and LA VISTA storm water management efforts, and information and data dissemination
  - b. Social media pages, postings, and sharing links- these also serve for dissemination of photos, text, and promotional information
    - i. Facebook, G+, Twitter
    - ii. Website integrations and promotions
2. Public Promotion, Engagement, & Involvement platforms
  - a. Bio Blitz Public Event Hosting (location to be determined). Activities shall include the following:
    - i. Development and coordination, management and supervision
    - ii. Photo documentation of event
    - iii. Professional and organizational outreach and networking
    - iv. Develop booths for this initiative in addition to exploration station
    - v. Develop tour/presentation
    - vi. Promotion & publicity & marketing - including press releases & write-ups, and social media management & online outlets
    - vii. Staffing & volunteers for event and promotion
    - viii. Exhibitor arrangements and coordination

- ix. Tables and chairs
- x. Facilitating printing and design of promotional materials such as fliers, brochures, other literature and posters
- xi. Facilitate the t-shirt and other cost sharing arrangements with external partners such as University of Nebraska, Nebraskans for Civic Reform, and so on.
- xii. Payment of stipends and other “day-of” costs
- b. Informational Signage/Learning Station initiative continuation and expansion
- c. Exploration & Investigation Station (Backyard Biology & Urban Ecology – Family/All-Ages Focus)
  - i. Non-site specific Expo and Demo booth
  - ii. Site-specific Outdoor exploration facilitation
- d. Do-It-Yourself Backyard Stewardship (targeted local property owners & families)
  - i. Rain Barrel & downspout initiatives
  - ii. Raingarden and sustainable landscaping & horticulture promotion
  - iii. Sharing information about other related urban sustainability programs available to residents and homeowners
- e. Citizen Science initiatives
  - i. [i]Scientist, our 24/7/365 online Blitz Program sponsored by UW, UNL, and National Geographic - (examples: <http://www.inaturalist.org/projects/la-vista-bio-blitz-thompson-creek> & <http://www.inaturalist.org/projects/glacier-creek-prairie-preserve-bio-blitz>)
  - ii. CrowdHydrology sponsored by USGS and University of Buffalo
    - 1. Standard stations (  
<http://crowdhydrology.geology.buffalo.edu/CrowdHydrology/Home.html> )
    - 2. [A]<sup>X</sup> Initiative- UW’s primary STE+[a]M (Science technology engineering math, plus art) project turning fully functional, scientific gauging stations into (temporary, 3-5 years) public display art exhibits designed by local artist
  - iii. SplashMob - a network of already existing, and to-be-expanded, trained Citizen Scientists from throughout the Omaha Metro area able to perform TIER 1, watershed baseline data assessments and monitoring; independently organized and managed by Upstream Weeds
  - iv. Exploration of other, potentially useful, projects and ideas for Papillion and La Vista
- f. Host up to 4 Presentations and/or Tours in each City to those interested, promoting and publicizing the Papillion and La Vista initiatives, platforms and programming. These include, but are not limited to the following:
  - i. Community-based organizations and neighborhood associations
  - ii. Non-profits and “after-school” programs
  - iii. Scouting organizations
  - iv. Civic groups and associations

- v. City of La Vista events and open houses
- vi. City of Papillion events and open houses
- g. Explore, initiate, and implement strategies and activities to address the City of Papillion's MS4 Program Audit's recommendations, not already addressed by other contracted activities here within.
  - i. MCM 1 - Education/Outreach
  - ii. MCM 2 – Participation/Involvements
- h. Documentation & Reporting
  - i. 2 Quarterly Summary Reports, including the following:
  - ii. 1 Mid-Contract Summary Report, Review and Prospectus
  - iii. 1 Comprehensive Final Contract Report covering all aspects of interest to both Papillion and La Vista

**Section II: PAPILLION & LA VISTA Duties – PAPILLION AND LA VISTA** 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, or provide a pavillion for expo-style booths at the Bio Blitz event
- Provide publicity via the Cities' websites and other media outlets and publications
- Provide access to creeks and stream for tours and engagement activities
- Provide City(s)-specific and project(s)-specific related materials, information, and promotion as needed
- Provide for the production of signage, promotional fliers, brochures, and other literature as needed for the above activities
- Token participation in cost-sharing ventures with external partners for items such as volunteer t-shirts and lunches
- Give-away items for public events and interactions

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

1. Confidential Information – CONSULTANT shall freely disclose to PAPILLION and LA VISTA all information, data and results obtained from work performed under this Contract. 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; 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.
2. 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 PAPILLION and/or LA VISTA and will not be distributed by the CONSULTANT without written approval.

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

CONSULTANT and anyone that CONSULTANT hires for assistance are not and shall not be considered employees of PAPILLION or LA VISTA. CONSULTANT shall be and remain an independent contractor and nothing contained in the 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 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 CONSULTANT's employees or agents.

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

The CONSULTANT shall purchase and maintain 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 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 is 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, and 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 November 1<sup>st</sup>, 2015, and ends on November 1<sup>st</sup>, 2016, unless extended by mutual agreement of all parties.

## **Section VIII: Payment of Services**

In consideration of the foregoing, PAPILLION AND LA VISTA will reimburse CONSULTANT for all direct costs incurred in the performance of this Agreement, which shall not exceed the total estimated project cost \$40,000 without written authorization from PAPILLION AND LA VISTA. The project budget is as follows:

1. Upstream Weeds' Consultation fees; including all wages, salaries, benefits, and administration for a minimum of 80 hours per month to a maximum of 120 hours per month, at a billed rate \$25 per hour, for a minimum of 960 hours to a maximum of 1440 for the entire term of the contract; are not to exceed \$36,000. This cost-estimate reflects a 50% cost-share of the standard Upstream Weeds rate of \$50 per hour, provided to PAPILLION and LA VISTA by Upstream Weeds.
  - a. Chris Madden, approximately 20-30 hours per week, 80 – 120 hours per month
  - b. Collegiate Intern, approximately 5 hours per week when available
  - c. High School Intern, approximately 5 hours per week when available
2. Internal Upstream Weeds, direct contract-specific, project materials – \$4,000 max
  - a. Portable Tables and chairs, and other "day-of-event" expenses for Bio Blitz event
  - b. Participant& professional stipends for Bio Blitz and other PAPILLION and LA VISTA public education/outreach activities
3. Anticipated and/or potentially additional External expenses, not covered by this arrangement, which may or may not be necessary and/or helpful to PAPILLION and LA VISTA. Upstream Weeds will actively seek to reduce and mitigate these potential expenses through alternative sources including cost-sharing partnerships, grant applications, and collaboration:
  - a. Signage and promo flier printing
  - b. T-shirts for interns and participants
  - c. Expo-style booth needs for Bio Blitz and other engagement activities mentioned here within

CONSULTANT will provide monthly invoices to PAPILLION and LA VISTA for actual costs incurred in accordance with the above mentioned project budget. Payment shall be made to Upstream Weeds within thirty (30) days of receipt of invoices. The CONSULTANT shall bill each City at the same time and in equal amounts for the services set forth in this agreement. Invoices shall include a narrative of the services, materials and stipends covered by the invoices. Invoices shall be mailed to:

City of La Vista, Nebraska  
Attn: John Kottmann, City Engineer  
8116 Park View Blvd.  
La Vista, NE 68128

**City of Papillion, Nebraska**  
Attn: Jeffrey Thompson, City Engineer  
122 East Third Street  
Papillion, NE 68046

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

**Mr. Chris Madden**  
Biological Outreach & Engagement Consultant  
Upstream Weeds  
3942 North 66<sup>th</sup> Street  
Omaha, NE 68104-2551  
Tax ID Number 47-1093482

**Section IX: Notices:**

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

**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**

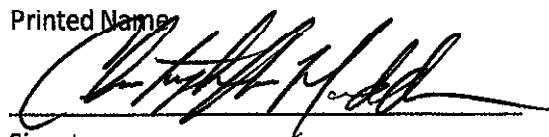
This Contract constitutes the entire understanding between CONSULTANT and PAPILLION and LA VISTA with respect to the subject matter hereof and may not be amended except by a written agreement signed by all three parties.

**Section XII: Governing Law and Forum**

This Contract 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 Contract, and that we do hereby accept the terms and conditions provided herein.

**UPSTREAM WEEDS**

CHRIS MADDEN  
Printed Name  


Signature

Biological Engagement Director  
Title

10/27/2015  
Date

**CITY OF PAPILLION**

By: \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

Date

**CITY OF LA VISTA**

By: \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Date