

City of Scottsbluff, Nebraska

Tuesday, January 19, 2016

Regular Meeting

Item Public Inp3

Council to consider an agreement with Panhandle Area Development District and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Scottsbluff (hereinafter referred to as the City) and the Panhandle Area Development District (hereinafter referred to as PADD).

WITNESSES THAT:

WHEREAS, the City and PADD are desirous of entering into an agreement to formalize their relationship; and

WHEREAS, it would be beneficial to the City to utilize PADD as an independent entity to accomplish the Scope of Work set forth herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Services to be Provided by the Parties

a. PADD shall complete in a satisfactory and proper manner as determined by the City the work activities and services described in the Scope of Work (Attachment #1 to this agreement).

b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work, and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The services of PADD will be deemed to have commenced on January 20, 2016 and shall be completed by February 29, 2016.

3. Fee for Services

For services rendered by PADD, as set forth herein, the City hereby agrees to pay PADD Sixty Dollars per hour of work (\$60/hour) with the total cost of the project not to exceed nine hundred forty dollars and zero cents (\$940.00) for the assistance in drafting the updated comprehensive development plan as provided in the attached Scope of Services.

4. Relationship

The relationship of PADD to the City shall be that of an independent Consultant rendering professional services. PADD shall have no authority to execute agreements or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and PADD.

5. Termination of Agreement for Cause

If PADD shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the covenants or agreements herein, then the City shall notify PADD in writing, by registered mail, of such failure or violations. PADD shall be allowed seven (7) days from receipt of said notification to respond and/or correct such failure or violations. If, after seven (7) days have elapsed, said failure or violations have not been corrected, or an agreement reached between the parties hereto, the City shall have the right to terminate this agreement without penalty. However, in the event the City shall terminate this agreement before completion, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports prepared by PADD shall be entitled to receive just and equitable compensation for any work completed, which shall be an amount of work completed as of the time of effective termination of this agreement.

6. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and PADD shall be incorporated in written amendments to this agreement.

7. Personnel

PADD represents that it has, or will secure at its own expense, all qualified personnel required in performing the services under this agreement. Such personnel shall not be employees, or have any contractual relationship with the City.

None of the work or services covered by this agreement shall be subcontracted without prior written approval of the City.

8. Assignability

PADD shall not assign any interest on this agreement, and shall not transfer any interest on this agreement (whether by assignment or notation), without prior written consent of the City thereto: provided, however, that claims for money by PADD from the City under this agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

9. Reports and Information

PADD, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

10. Findings Confidential

All of the reports, information, data, etc. prepared or assembled by PADD under this agreement are confidential and PADD agrees that they shall not be made available to any individual or organization without prior written approval of the City.

11. Copyright

No reports, maps or other documents produced in whole or in part under this agreement shall be subject of an application for copyright by or on behalf of PADD.

12. Compliance With Local Laws

PADD shall comply with all applicable laws, ordinances and codes of the state and local governments and PADD shall save the City harmless with respect to any damages arising from any tort done in performing any of the work completed by this agreement.

13. Hold Harmless

PADD agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from an against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of PADD's and its agents' negligent performance of work associated with this agreement.

This agreement contains all terms and conditions agreed to by the City and PADD. The attachments to this agreement are identified as follows:

Attachment #1: Scope of work

WITNESS WHEREOF, the City and PADD have executed this agreement as of the date and year last written below:

This agreement dated the 20th day of January 2016.

Randy Meininger, Mayor
City of Scottsbluff

Attest: _____
City Clerk

Pat Comfort, President
Panhandle Area Development District

Jeff Kelley, Interim Executive Director
Panhandle Area Development District

ATTACHMENT #1

SCOPE OF SERVICES

TASK 1 – Provide assistance in updating the City of Scottsbluff's comprehensive development plan as a continuation and completion of services provided between November 3, 2015 and December 31, 2015.

In updating the comprehensive development plan for the city of Scottsbluff, PADD will perform the following activities to complete a comprehensive plan that captures the vision of the city's citizens, establish a base for development regulations and incentives, and is compliant with updated Revised Statutes for the State of Nebraska.

- a. Assist city staff in preparing, drafting, and formatting the comprehensive plan document update (Estimated 16 hours)
 1. Assist in drafting narrative of final goals, objectives, strategies and policies
 2. Assist in drafting the updated future land use map.
 3. Assist in formatting final document in a way that is easy to read and use