

City of Scottsbluff, Nebraska

Monday, April 7, 2014

Regular Meeting

Item Reports1

Council to consider a contract with Marvin Planning Consultants in the amount of \$600.00 for the energy component of the comprehensive plan and authorize the Mayor to execute the contract.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: April 7, 2014

AGENDA TITLE: Contract for Services to develop energy element for Comprehensive Plan

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY:

SUMMARY EXPLANATION: Nebraska State Statute requires that every community incorporate an Energy Element into their Comprehensive Plan no later than December 31, 2014. Without the Energy element, the comp plan will no longer be recognized as valid under law. Keith Marvin, with Marvin Planning Consultants, has been writing energy elements for communities throughout Nebraska and has submitted a contract to us to develop the required energy element for \$600. This energy element can then be incorporated into our current comprehensive plan, and when the plan is updated in the near future, this element can be incorporated into the updated plan as well.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

CONTRACT FOR SERVICES

Scottsbluff, Nebraska

Energy Element



This agreement between Scottsbluff, Nebraska (City) and Marvin Planning Consultants (MPC) is hereby entered into this ____day of _____, 2014. This agreement shall consist of this document and such other drawings; conditions and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled Scottsbluff, Nebraska Energy Element. A scope of services to be performed under this agreement is contained in Section 1. Such work shall begin upon signing of this document and is estimated to be continuous until either party terminates said agreement.

SECTION 1 - Scope of Services

A. MPC shall provide the following services to the City:

1. Develop an Energy Element for the City of Scottsbluff as required by Nebraska State Statutes.
2. This fee does not include attending the Planning Commission or City Council meeting. Attendance at these meetings will be billed at \$70/hour plus expenses.

MPC may combine reports listed above in order to facilitate review and comment. Additional services may be performed by MPC at the direction of the City and with modification to the contract amount in Section 2. Such services shall be mutually agreed to and attached to this document.

The standard of care for all professional services performed or furnished by MPC under this Agreement will be the care and skill ordinarily used by members of the MPC's profession practicing under similar conditions at the same time and in the same locality. MPC makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with services provided.

All documents prepared or furnished by MPC pursuant to this Agreement are instruments of service developed exclusively for use of the City, and MPC shall retain an ownership and property interest therein. Other reuse of any such documents by City shall be at City's sole risk; and City agrees to indemnify, and hold MPC harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by City or by others acting through City.

B. City shall provide the following:

1. A project manager as a direct liaison with MPC to provide instruction and direction on behalf of the City.
2. As needed, copies of all existing base maps owned by or in the possession of the City.
3. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
4. Reasonable assistance in contacting residents and agencies, scheduling activities and distributing information about the project.
5. Arrange for safe access to and make all provisions for MPC and MPC's Consultants to enter upon public and private property as required for MPC to perform services under this Agreement.
6. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by MPC (including obtaining advice of an attorney and other consultants as City deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
7. Give prompt written notice to MPC whenever City observes or otherwise becomes

aware of any development that affects the scope or time of performance or furnishing of MPC services, or any defect or nonconformance in MPC's services or in the work of any Subconsultant.

8. Review by City Attorney of documents and regulations for conformity with existing local, state and federal law and regulations.
9. MPC shall be entitled to use and rely upon all such information and services provided by City or others in performing services under this Agreement.

SECTION 2 - Contract Sum and Payment

The City shall pay MPC a lump sum of \$600.00 for the performance of the scope of services in Section 1.

This fee does not include attending the Planning Commission or City Council meeting. Attendance at these meetings will be billed at \$70/hour plus expenses.

The City shall be billed monthly for services performed. All Invoices not paid within 30 days will be increased at the rate of 1.0% per month from said day; except as stated below. In addition, MPC may, after giving seven days written notice to City, suspend services under this Agreement until MPC has been paid in full all amounts due for services, expenses, and other related charges.

Additional services as may be agreed to and as may be added to Section 1.A above shall be billed in accordance with the agreement or addendum authorizing such service.

SECTION 3 - General Considerations

A. Controlling Law

This Agreement is to be governed by the law of the State of Nebraska.

B. Successors and Assigns

Neither party shall assign, sublet, or transfer its rights, interests or obligations under this Agreement without the express written consent of the other party.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by MPC to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than City and MPC.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit on City and MPC and not for the benefit of any other party.

D. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notice shall be effective upon the date of receipt.

E. Severability and Waiver

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and MPC, who agree that the Agreement shall be reformed to replace such

stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

F. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, City shall pay to MPC all amounts owing to MPC under this Agreement, for all work performed up to the effective date of termination.

Signed this _____ day of _____, 2014.

Scottsbluff, Nebraska

Marvin Planning Consultants

City of Scottsbluff

Keith A. Marvin AICP, Principal

Attest