

# **City of Scottsbluff, Nebraska**

**Monday, October 20, 2014**

**Regular Meeting**

## **Item Reports1**

**Council to consider a bridge agreement with Thomas P. Miller and Associates for Economic Development Consultant services and authorize the Mayor to execute the agreement.**

**Staff Contact: Rick Kuckkahn, City Manager**



Thomas P. Miller and Associates

## **Thomas P. Miller & Associates, LLC Professional Services Agreement**

This Agreement, entered into by and between The City of Scottsbluff ("Client") located at 2525 Circle Drive, Scottsbluff, NE 69361, and Thomas P. Miller and Associates, LLC ("Contractor"), located at 1630 N. Meridian St., Suite 430, Indianapolis, Indiana 46202.

WITNESSETH THAT:

WHEREAS, Client has the need and desire to obtain the services of a contractor; and

WHEREAS, Contractor desires to perform said services detailed in the attached 'Scope of Work' for Client and is able to do so in a professional manner; and

WHEREAS, Client has selected Contractor to perform these services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be October 2, 2014 to October 31, 2014.
2. **SERVICES TO BE RENDERED:** Scope of Work as outlined in Attachment A: General Scope of Services.
3. **COMPENSATION.** Client shall pay Contractor \$16,120.00 inclusive of expenses during the term of this Agreement for the satisfactory completion of the services to be rendered.
4. **PAYMENT TERMS.** Invoices will be submitted to Client in lump sum:  
October 30, 2014: \$16,120.00
5. **CLIENT'S OBLIGATIONS.** Client shall provide Contractor, at no charge, all existing information, data, and documents, available and necessary for the carrying out of services under this agreement. Client shall cooperate with Contractor in every way possible in carrying out the scope of this agreement.
6. **TERMINATION.** In the event that the services of Contractor are unsatisfactory or that support rendered by Client is inadequate, either party shall have seven (7) business days after delivery of written notice of such unsatisfactory or inadequate services to rectify or correct the problem. If either party fails to correct the problem, either may terminate this Agreement with 30

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Agreement: The City of Scottsbluff and  
Thomas P. Miller and Associates, LLC

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days notice in writing, delivered to the business address of the other party. Contractor shall be compensated for services provided to the date such termination becomes effective.

7. INDEMNIFICATION. Both parties shall indemnify and hold harmless each other, their respective officers, employees, and agents from any and all loss, liability, claims, judgments, and liens, including costs and expenses, arising out of any negligent act or omission of Client or Contractor or any of their officers, agents, employees, or subcontractors in the performance of this Agreement.

8. CONFIDENTIALITY Contractor's work product generated during the performance of this Agreement is confidential to Contractor. Failure to comply with this section shall constitute a material breach of this Agreement.

9. NOTICE. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to the addresses outlined in the first paragraph of this Agreement.

10. APPLICABLE LAWS. This Agreement shall be governed by the laws of State of Nebraska, as the same shall be in force and effect upon the date this Agreement is executed.

11. NON-DISCRIMINATION. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to firing, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

12. NECESSARY DOCUMENTATION. Contractor certifies that it will furnish Client, if requested, any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of units of local, state, and federal government. Contractor further certifies that it is now in and will maintain its good standing with governmental agencies and will maintain its license, permit, registration, authorization, or certification in force during the term of this Agreement. Failure of Contractor to comply with this paragraph constitutes a material breach of this Agreement.

13. WAIVER. Client's delay or inaction in pursuing its remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of Client's rights or remedies contained herein or available by law.

14. PERSONAL LIABILITY. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, agency, or employee of Client or any public body, which may be a party to this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other

provisions of this Agreement, which can operate independently of such stricken provision, shall continue in full force and effect.

16. CONFLICT OF INTEREST. Contractor certifies and warrants to Client that neither it nor any of its agents, representatives, or employees who will participate in performance of any services required by this Agreement have or will have any conflict of interest, directly or indirectly with Client.

17. AMENDMENTS. This Agreement may be amended, modified, renewed, or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement.

18. INTEGRATION. This Agreement represents the entire understanding between Client and the Contractor and supercedes all prior negotiations, representations, and/or contracts, either written or oral.

19. TAXES. Contractor agrees that it is an independent contractor as that term is commonly used and is not an employee of Client. As such, the Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to the Contractor. The Contractor acknowledges that it is not insured by Client in any manner for any loss of any kind whatsoever. The Contractor is covered by public and general liability insurance in the amount of \$1,000,000. The Contractor has no authority, express or implied, to bind or obligate Client in any way.

IN WITNESS WHEREOF, Client and Contractor, by their respective officers hereunto duly authorized, have executed this Agreement on the dates shown below.

Thomas P. Miller & Associates, LLC

Name of Organization

By: Tom Miller  
Thomas P. Miller  
President & CEO

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

Date: October 2, 2014

Date: \_\_\_\_\_

## ATTACHMENT A GENERAL SCOPE OF SERVICES

### Scope of Services – Bridge Contract

The City of Scottsbluff is seeking additional enhancements and alterations to the Regional Economic Development Strategic Plan. TPMA has outlined the following scope of services according to recent discussions with the City Manager of Scottsbluff.

#### 1. Task 1 – Plan Rollout Additional Expenses

Due to the postponement of the public and other events associated with the rollout of the regional economic development plan, TPMA incurred additional expenses not covered by the budget in the original contract. These primarily include cancellation fees by airlines and a small amount of administrative labor to reschedule travel and logistics.

***Deliverable:*** Non-refundable cancellation fees and labor

***Cost:*** \$2,763

#### 2. Task 2 – Plan Enhancements

TPMA will create additional graphic elements and enhance the aesthetic appeal of the plan document and associated presentation tools to be used for the anticipated rollout events. These will include up to four additional original graphics as well as other proprietary photographs and visual representations of improvements recommended in the plan. Additional art may be provided by the client as desired. The purpose of the enhancements is to generate additional interest in the plan, create buy-in by helping community leaders visualize the potential impact of implementation, and build momentum for action items proposed in the document.

***Deliverable:*** Revised plan document, including up to four (4) new original graphics and additional photographs and other aesthetic improvements.

***Cost:*** \$4,530

#### 3. Task 3 – Implementation Oversight Concept

TPMA will develop a model for a regional implementation oversight organization to drive implementation of the recommendations in the strategic plan. The model will be based on best practices from other communities and the experience of TPMA subject matter experts. TPMA will reference the interviews, focus groups, steering committee

members and other intelligence gained during the planning process to identify individuals, organizations, opinion leaders, and stakeholder groups who should be represented.

The model will include a recommended structure, method for original appointments, sustainability of membership, funding, administrative support and initial organizational activities and responsibilities. A diagram and narrative describing essential relationships with existing agencies, organizations and groups will be provided. A draft charter for the organization will also be provided for the organization to consider for modification and adoption at its initial meeting. TPMA will provide a recruitment strategy and draft letters of invitation to join. These documents will be submitted to the Steering Committee for review. Based on feedback from this review the model will be revised and a final draft submitted.

TPMA will facilitate the initial meeting of the oversight organization during the site visit for the rollout of the plan. This facilitation will be limited to several administrative functions required for the organization to determine its leadership structure (officers and executive committee), at that point, TPMA will assume a support role to assist the new leadership with conduct of business during the initial meeting.

Within one week of the initial meeting, TPMA will follow up with the chair or executive committee to determine immediate support needs.

***Deliverables:*** Organization Membership Recommendations, draft and final versions of Organization Model, recruitment strategy, draft recruitment letter, initial meeting facilitation, follow up.

***Cost:*** \$1,787

#### 4. Task 4 – Plan Brief

To assure that newly elected officials and others understand the plan elements, recommendations and aggressive public and stakeholder engagement process involved in the plan, TPMA will create a one or two page brief about the plan. The brief will be developed for printing as well as electronic distribution. A draft will be submitted to the Steering Committee for review. Based on feedback from this review the brief will be revised and a final draft submitted. Steering Committee members will be encouraged to meet with newly elected officials in the region in small groups or as individuals to explain the planning process and recommendations and request support.

***Deliverable:*** Draft and final versions of plan brief.

***Cost:*** \$2,540

## 5. Task 5 – Blackstone Grant Proposal

To accelerate the implementation of entrepreneurship development and benefit the Scottsbluff-Gering Region, TPMA will provide grant preparation, facilitation, and grant writing services in response to the Blackstone Charitable Foundation Innovation Grant. Working in coordination with the City of Scottsbluff, Twin Cities Development Association, Inc. (TCD), and the Panhandle Area Development District (PADD), the scope of work includes a project launch call, program framing and design, grant application preparation, and submission.

***Deliverable:*** Blackstone Grant Application Submission

***Cost:*** \$4,500

## 6. Cost: Task 1-5 \$16,120.00