

CONTRACT

This contract is made this ____ day of _____, 2025 between Tri-City Stormwater, a cooperative of municipal corporations, and Keep Scottsbluff/Gering Beautiful, a Nebraska non-profit organization, hereafter called "KSGB."

1. There are approximately 2,635 (2,300 Scottsbluff + 300 Gering + 35 Terrytown) total catch basins associated with the Scottsbluff, Gering, and Terrytown ("cities") stormwater systems. KSGB agrees to put a decal with the words "No Dumping" on the curb immediately adjacent to each of such catch basins. KSGB may at its option accompany these words with an appropriate logo or phrase to be approved by Tri-City Stormwater.
2. KSGB agrees to continue to monitor the decals to ensure that the wording and logo remains legible, making any necessary repairs or replacement, throughout the duration of this contract.
3. KSGB agrees to incorporate in its public education program a discussion of the dangers associated with the pollution of the cities' stormwater systems and a description of the corrective actions taken by the cities.
4. It is contemplated and agreeable to Tri-City Stormwater that the actual work will be performed by various community service groups under arrangements between such groups and KSGB. Provided, neither Tri-City Stormwater nor its cooperative municipal partners shall be liable or responsible for any injuries or damages resulting from the actual work involved. In addition, KSGB agrees to indemnify and hold harmless Tri-City Stormwater from any claims or causes of action resulting from the actual work performed under this Contract.
5. The cities agree to have their GIS Departments provide KSGB with a city map showing the location of the catch basins involved in this contract. The map will identify which catch basins are to be serviced by KSGB in each year of this contract.
6. Tri-City Stormwater agrees to provide all supplies reasonably required by KSGB to carry out its responsibilities under this contract including but not limited to, curb and gutter cleaning supplies, decals, safety vests, educational brochures and materials. Tri-City Stormwater will consult with KSGB before acquiring the supplies to be furnished. Tri-City Stormwater is not obligated to provide office supplies for KSGB's administrative functions.
7. On behalf of Tri-City Stormwater, the Cities of Gering, Scottsbluff and Terrytown will each pay to KSGB the respective sums at the end of each fiscal year, on or by September 30. KSGB will submit an annual statement of documented supply costs incurred during the fiscal year to Tri-City Stormwater before September 30. Documentation shall consist of paid receipts or similar verification of expenditures.

Gering: \$4,000 plus supplies not to exceed \$6,000 annually

Scottsbluff: \$5,500 plus supplies not to exceed \$8,000 annually

Terrytown: \$2,000 plus supplies not to exceed \$4,000 annually

8. If KSGB is unable to obtain sufficient proposals from community service organizations at any time during the term of this contact, it will so inform Tri-City Stormwater in writing and the contract shall become null and void, with neither party obligated to the other from the date of the written notice.
9. KSGB agrees to make a written progress report to Tri-City Stormwater on an annual basis by March 1st for the previous calendar year. This progress reports shall include the approximate number of catch basins marked in each community as well as the number of non-point source pollution presentations given and the audiences reached.
10. It is understood that the sums described in this contract are in addition to any grants or donations currently given or committed by the cities to KSGB for any of KSGB's other community improvement activities.
11. The Initial Term of this contract shall be one (1) year beginning_____and ending on September 30, 2026. Following expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of twelve (12) months each (hereafter, "Renewal Term") This contract will be reviewed by the parties annually prior to September 30 of the Initial Term and any Renewal Term. Either party has the right to terminate this contract at any time upon giving thirty (30) days written notice to the other party, at which time this contract shall become null and void.

IN WITNESS THEREOF, the parties have set their hands the day and year first herein written.

By:

Cassidy Baum
Executive Coordinator
Keep Scottsbluff/Gering Beautiful

By:

Mayor
City of Gering

Attest:

Kathleen Welfl
City Clerk

By:

Mayor
City of Scottsbluff, Nebraska

Attest:

Kim Wright
City Clerk

By:

Mayor
City of Terrytown, Nebraska

Attest:

Jeni Mattern
City Clerk