

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

RESOLUTION APPROVING AND AUTHORIZING THE CHAIR TO SIGN THE AGREEMENT BETWEEN STEVEN JENSEN AND THE SARPY COUNTY AND CITIES WASTEWATER AGENCY FOR CONSULTING SERVICES

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the "Act"), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement, (hereinafter the "Agency Formation Agreement") and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the "Agency"); and,

WHEREAS, the Agency is a separate body corporate and politic under the Act; and,

WHEREAS, pursuant to Agency Formation Agreement, the powers of the Agency as a body are exercised by the Agency Board; and,

WHEREAS, the Agency desires to enter into a professional consulting agreement with Steve Jensen for the purposes of providing consulting services to the Agency as detailed in the Consulting Services Agreement, a copy of which is attached hereto; and,

WHEREAS, entering into the agreement with Steve Jensen is in the best interest of the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that this Board hereby approves and adopts the Consulting Services Agreement with Steve Jensen.

BE IT FURTHER RESOLVED THAT THE CHAIRMAN of this Board, is hereby authorized to sign on behalf of this Board, the Consulting Services Agreement with Steve Jensen, a copy of which is attached, and any other related documents, the same being approved by this Board.

The above Resolution was approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 23rd day of January 2018.


Sarpy County and Cities Wastewater
Agency Board Chairman

CONSULTING AGREEMENT

This Agreement is hereby made and entered into effective as of the 23rd day of January, 2018, by and between the Sarpy Cities Regional Wastewater Agency, hereinafter "Agency", and Steven Jensen Consulting, hereinafter "Consultant".

RECITALS

WHEREAS, Agency was formed to develop and construct a wastewater system to serve the southern portion of Sarpy County and to accommodate other future wastewater needs elsewhere within Sarpy County in order to promote the public health, safety, and welfare of the residents of Sarpy County and the Sarpy Cities;

WHEREAS, Consultant has expertise with regional wastewater systems, master planning, community development, and urban design and is desirous of acting as a consultant in order to help Agency achieve its goals;

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions of the consulting relationship.

NOW, THEREFORE, in consideration of the declarations, mutual promises, and covenants set forth herein, Agency and Consultant do hereby agree and contract with each other as follows:

1. Incorporation of Recitals. The Recitals set out above are hereby incorporated within and part of this Agreement.
2. Duties of Consultant.
 - a. Consultant agrees to work collaboratively with the Agency, developers and other Agency consultants as directed by the Agency to achieve Agency's goals.
 - b. Consultant shall act as an advisor and facilitator for the tasks outlined within the Scope of Work, attached hereto and incorporated herein as Exhibit A.
 - c. Consultant will perform the work associated with Task Series 100-800 first. At the completion of any task within Task Series 100-800, Consultant shall so note the completion date of the task within the invoice submitted to Agency.
 - d. Following completion of Task Series 100-800, Consultant will be available to perform the On-Going Advisory Tasks as directed by the Agency.
 - e. Consultant shall devote such necessary working time and effort to the business and affairs of Agency and to complete the duties and responsibilities assigned to Consultant pursuant to this Agreement.
 - f. Consultant agrees to maintain records and accounts sufficient to identify and account for all time spent by Consultant advising the Agency and/or performance of the tasks within the Scope of Work. Said records shall be made

available to Agency for audit purposes, upon request, and shall be retained for a period of five years after the expiration of this Agreement.

- g. Consultant shall submit an invoice to Agency on a quarterly basis detailing the work performed by Consultant pursuant to this Agreement.

3. Compensation.

- a. For the Plan Development Tasks, Agency will pay Consultant one hundred forty dollars (\$140) per hour for performance of the Task Series 100-800 as outlined within the Scope of Work, which amount will be billed on an hourly basis, not to exceed thirteen thousand four hundred forty dollars (\$13,440).
- b. For the On-Going Advisory Tasks, Agency will pay Consultant one hundred forty dollars (\$140) per hour for performance of those On-Going Advisory Tasks outlined within the Scope of Work, which amount will be billed on an hourly basis, not to exceed two thousand eight hundred dollars (\$2,800).
- c. Upon receipt of invoice from Consultant, Agency will pay within sixty (60) days. If Agency objects to all or any portion of an invoice, the Agency shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. The remainder shall be paid upon resolution of the dispute

4. Term. The term of this Agreement shall be as follows:

- a. Performance of the consulting services for the Plan Development Tasks, Task Series 100-800 shall commence as of November 14, 2017. The Agreement will be ongoing until the Task Series 100-800 are completed for a not to exceed amount of \$13,440.
- b. Following completion of Task Series 100-800, this Agreement will continue for a period of one year for Consultant to complete the twenty (20) hours allotted for the On-Going Advisory Tasks for a not to exceed amount of \$2,800. This Agreement may be extended by the Parties for one additional (1) year terms if Consultant has not completed all twenty (20) hours of consulting outlined within the On-Going Advisory Tasks.

5. Termination. Either party may terminate the Agreement with thirty (30) days written notice to the other. In the event of termination, Consultant will be entitled to receive compensation for work performed, but not yet paid, prior to the date of termination.

6. Assignment and Amendment. Consultant may not assign this Agreement without prior written consent of the Agency. Any amendment to this Agreement must be in writing signed by both Parties.

7. Independent Contractor. Consultant shall, in the performance of this Agreement, at all times be an independent contractor and not an employee or agent of the Agency. Consultant, its officers, employees and agents shall at no time represent Consultant to be other than an independent contractor or represent themselves to be other than

employees of Consultant. As an independent contractor, Consultant is responsible for all equipment outside Agency facilities necessary to perform the Agreement.

8. Notice. Notice to the Agency and Consultant shall be given in writing to the agents for each party named below:

Agency:

Sarpy County and Sarpy Cities Regional Wastewater Agency
Attn: County Administration
1210 Golden Gate Drive
Papillion, NE 68046

Consultant:

Steven Jensen Consulting
5619 S. 169th Street
Omaha, NE 68135

9. Insurance. During the course of service this Agreement, the Consultant shall maintain Automobile Liability insurance.
10. Taxes and Withholdings. The Consultant shall be responsible for any and all taxes related to payment for Consultant's duties under this Agreement, including, but not limited to employment taxes. Furthermore, consistent with Consultant's independent contractor status, no withholdings shall be taken from Consultant's Payments from the Agency for services rendered under this Agreement
11. Governing Law. This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska.
12. Confidential Information. Throughout Consultant's performance of this Agreement, Consultant may be provided with certain information, technical data and other proprietary information regarding the business of the Agency which is deemed confidential by Agency (hereinafter referred to as "Confidential Information"). Consultant agrees to receive, hold and treat all Confidential Information received from Agency as confidential and secret and agrees to protect the secrecy of said Confidential Information. Consultant agrees that the Confidential Information will be disclosed only to those persons who are required to have such knowledge in connection with their work for the Agency and that such Confidential Information will not be disclosed to others without the prior written consent of Agency. The provisions hereof shall not be applicable to: (a) information, which at the time of disclosure to Consultant is a matter of public knowledge or public record; or (b) information, which, after disclosure to Consultant becomes public knowledge or public record other than through a breach of this Agreement. Unless the Confidential Information shall be of the type herein before

set forth, Consultant shall not use such Confidential Information for his own benefit or for a third party's or parties benefit at any time. Upon termination of this Agreement, Consultant will return all Confidential Information (books, materials or records) provided to Consultant during the course of performance of this Agreement, which relate in any way to Agency or its business. The obligations imposed upon Consultant by this paragraph shall survive the expiration or termination of this Agreement.

13. Non-Discrimination Clause. Pursuant to Neb Rev. Stat. '73-102, Consultant declares, promises, and warrants she has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. '1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb Rev. Stat. '48-1101, et seq., in that there shall be no discrimination against any employee which is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

14. New Employee Work Eligibility Status. Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If Consultant is an individual or sole proprietorship, the following applies:
 - a. Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 - b. If Consultant indicates on such attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108.

15. Conflict of Interest. Pursuant to Neb Rev. Stat. '23-3113, the parties hereto declare and affirm that no officer, member, or employee of the Agency, and no member of its governing body, and no other public official of the Agency who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or

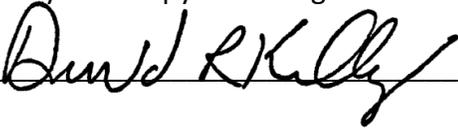
any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the Agency, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. Breach. Should Consultant breach, violate, or abrogate any term, condition, clause or provision of this Agreement, the Agency shall notify Consultant in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the Agency may, at its option, terminate this Agreement and obtain an alternate provider to provide all required services. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
17. Savings Clause. It is understood and agreed by the Agency and Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Agency and Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.
18. Entire Agreement. This Agreement, along with the attachment, contain the entire Agreement between the Agency and Consultant, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the Agency and Consultant.
19. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.
20. Indemnification. Each Party agrees to release, indemnify and hold harmless (“Indemnifying Member”) each other Member (“Indemnified Member”) and said Indemnified Member’s officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligent acts or omissions of the Indemnifying Member, or the officers, officials, employees, agents or contractors of the Indemnifying Member related to or arising out of the terms and requirements of this Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 23rd day of January, 2018.

Sarpy County and Sarpy Cities Regional Wastewater Agency

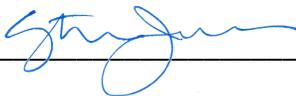
By: 

Name: Don Kelly

Title: Chairman, Board of Sarpy County and Cities

Wastewater Agency

Steven Jensen Consulting

By: 

Name: Steven Jensen

Title: Principle/Manager

Exhibit A

Scope of Work

Plan Development Tasks

- Task Series 100 – Project Management and Coordination: (8 hrs.)
 - Task 120 – Kick-off Meeting:
 - Provide an overview of the initial and on-going issues and actions that the Agency, County, cities and developers must address to ensure a successful system
 - Help develop a set of guiding principles for the Agency to follow in the creation and future development of the system
- Task Series 200 – Refine Regional System Phasing Plan (40 hrs.)
 - Work with HDR to develop a refined regional system phasing plan
 - Meetings:
 - Coordinate sewer system development with other City, County and State infrastructure plans and needs
 - Meet with the Cities, County, Developers and Chamber to reach agreement on the phasing plan
 - Meet with Agency before and after other meetings
- Task Series 300 – Analyze Potential Funding Sources (9 hrs.)
 - Assist HDR with development of proposed funding sources
 - Meetings:
 - Assist with presentations to Developers, Chamber
 - Meet with Agency before and after other meetings
- Task Series 400 – Refine Implementation Plan (8 hrs.)
 - Assist HDR with development of the refined implementation plan
 - Meetings:
 - Assist with presentations to Developers, Chamber
 - Meet with Agency before and after other meetings
- Task Series 500 – Refine Funding Scenarios (8 hrs.)
 - Assist HDR with development of the refined funding scenarios
 - Meetings:
 - Assist with presentations to Developers, Chamber
 - Meet with Agency before and after other meetings
- Task Series 600 – Work with a Municipal Advisor and Law Firm to Develop a Financial Plan (8 hrs.)
 - Assist HDR with development of the financial plan
 - Meetings:
 - Assist with presentations to Developers, Chamber
 - Meet with Agency before and after other meetings
- Task Series 700 – Ongoing Support for Regional System (12 hrs.)
 - Assist HDR with development of the project brochure and presentation
 - Meetings:
 - Assist with presentations to Developers, Chamber, State Representatives

- Meet with Agency before and after other meetings
- Task Series 800 – Executive Summary (3 hrs.)
 - Assist HDR with development of the Executive Summary

Total hours: 96hrs. x \$140.00/hour = \$13,440

On-Going Advisory Tasks

- Assist the Agency Board with the following tasks:
 - Attendance at Agency Board meetings, as requested
 - Meet with Agency staff, as requested
 - Assist the Agency in the review of proposed developments within the watershed to ensure they are in conformance with the system phasing plan as well as land use and revenue requirements
 - Assist the Board in preparing for periodic updates of the phasing plan and fee structure

Total hours (est.): 20hrs. x \$140.00/hour = \$2,800 yr. (est.)