

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY**RESOLUTION APPROVING PRE-PROCUREMENT STATEMENT OF WORK FOR ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC**

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

WHEREAS, pursuant to Section V of the Agency Formation Agreement, the Agency has the authority to contract with and compensate consultants for professional services; and,

WHEREAS, on August 18, 2018, the Agency previously entered into an agreement with ERNST & YOUNG INFRASTRUCTURE ADVISORS, LLC (“E&Y”) for professional services (“E&Y Agreement”); and,

WHEREAS, E&Y is willing to amend the scope of services under E&Y Agreement and to perform additional professional financial advisory services and,

WHEREAS, E&Y has proposed a new statement of work under the E&Y Agreement, in the form attached hereto as Exhibit A, to identify additional professional services needed to assist the Agency in the pre-procurement phase for the planning and design of the Unified South Sarpy Wastewater Agency System to supplement the original E&Y Agreement entered into between E&Y and the Agency; and,

WHEREAS, the Agency Board discussed the professional services included the attached statement of work and after discussion the Board deemed it appropriate and advisable to approve E&Y’s proposed statement of work to and under the E&Y Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that E&Y’s proposed statement of work is hereby approved; and,

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, the statement of work to the E&Y Agreement attached hereto and any and all documents associated with or in furtherance of such statement of work.

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 26th day of June 2019.

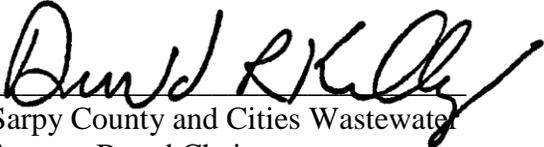

Sarpy County and Cities Wastewater
Agency Board Chairman

Exhibit A

Statement of Work – Phase 2, Pre-Procurement

[Attached]

STATEMENT OF WORK

In accordance with the Agreement between Sarpy County & Cities Wastewater Agency ("Client") and Ernst & Young Infrastructure Advisors, LLC ("EYIA") for Professional Services, dated August 15, 2018 ("Agreement"), Client and EYIA agree that the Statement of Work include the following elements, with specific activities to be directed by the Client as follows:

- A. Project management support
 - i. Develop and maintain project plan, action tracker and project status dashboard through to RFQ release
 - ii. Develop and maintain risk register for project risks
 - iii. Attend advisory team calls and bi-weekly advisory-agency calls
 - iv. Attend working group meetings with advisory team and agency, as necessary
 - v. Participate in agency administrator and board meetings, as necessary

- B. Project delivery work
 - i. Assist in resolving commercial issues as part of the 'procurement structuring' workstream
 - ii. Provide input on financial and commercial aspects of the 'project fundamentals' workstream
 - iii. Assist in the development and conduct of a pre-procurement soft market testing exercise
 - iv. Provide financial and commercial input to the development of concession agreement heads of terms and other legal agreements, as required
 - v. Provide financial and commercial advice in respect of the development of RFQ evaluation framework
 - vi. Provide financial and commercial input to the development of the RFQ document
 - vii. Update financial analysis per technical and legal developments, as necessary
 - viii. Assist the Agency prepare for the RFQ industry day

The Period of Performance of this Statement of Work will commence on 1 January 2019 and end upon the finalization of the RFQ, which is estimated to occur by the end of April 2019.

Budget

Client shall pay EYIA for services rendered in accordance with the Agreement based on actual hours incurred and the rate schedule below. The table below shows indicative forecast hours.

Grade	\$/ hour	Forecasted Hours
Senior Managing Director	575	24
Managing Director	525	72
Senior Vice President	495	104
Vice President	450	-
Senior Associate	350	220
Analyst	270	-
EY support	150	-

In accordance with the Agreement, out of pocket expenses related to lodging and transportation reasonably and properly incurred. This SOW assumes up to \$5,000 of such out of pocket expenses during its term, and EYIA will seek approval in writing for expenses exceeding this amount.

Based on the indicative forecast hours above, we estimate a cost for Services provided under this Statement of Work to be \$185,080, assuming input, information sharing and meetings occur in a timely manner to enable delivery of services in accordance with the project plan developed and agreed by the Parties.

Should the scope of services or time requirement to complete the specified Services exceed this forecast, EYIA will notify the Client as soon as possible and any revised Services and/or budget will be agreed accordingly.

An annual escalation of the greater of 3% or CPI shall be applied to the hourly rates listed in the table, which shall occur on each anniversary of the effective date of the Agreement.