

**BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY**  
**RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL CONSULTING**  
**SERVICES WITH CHRISTINE L. MEYERS**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the "Act"), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal") and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency") (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal). The Formation Interlocal is incorporated herein by this reference;

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

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

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 other consultants and services that the Agency Board finds necessary, useful, or convenient to carry out the stated purposes of the Agency;

WHEREAS, the Agency has received a draft Agreement for Professional Consulting Services ("Consulting Agreement") with Christine L. Meyers ("Consultant"), pursuant to which Consultant will, among other things, (a) assist the Agency with negotiations for wastewater services with the City of Omaha, (b) attend Agency meetings, (c) meet with Agency staff, as requested, (d) assist the Agency with financial reviews and recommendations, (e) coordinate with the Agency's financial consultant, and (f) coordinate with the Agency's legal counsel; the Consulting Agreement is attached hereto as **Exhibit A**;

WHEREAS, the Agency Board discussed the Consulting Agreement and after discussion the Agency Board deemed it appropriate and advisable to approve the Consulting Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the Consulting Agreement is hereby approved; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chair is hereby authorized to execute, on behalf of the Agency Board, the Consulting Agreement and any and all documents associated with or in furtherance of the Consulting Agreement.

The above Resolutions were 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 24th day of June 2020.

Attest:

Lisa A. Haine  
Sarpy County and Cities Wastewater  
Agency Secretary

David R. Kelly  
Sarpy County and Cities Wastewater  
Agency Board Chair



**Exhibit A**

**Consulting Agreement**

[Attached]

## **AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT (this "Agreement") made and entered into this 24th day of June, 2020 by and between the Sarpy County and Cities Wastewater Agency, hereinafter referred to as "Agency" and Christine L. Myers, hereinafter referred to as "Consultant" (collectively the "Parties"); and,

WHEREAS, the Parties have negotiated the terms of this AGREEMENT whereby Consultant will provide the Agency certain consulting services; and,

THEREFORE, in consideration of the Parties' mutual promises and agreements set forth herein, and for other good and valuable consideration, the Parties agree as follows:

1. This Agreement shall be effective the 6<sup>th</sup> day of July, 2020 and expire on January 31, 2021, unless otherwise sooner terminated pursuant to Section 9 below or extended by mutual agreement of both Parties.
2. Agency shall remit to Consultant a rate of \$140.00 per hour, billed in fifteen (15) minute intervals, for consulting services. Consultant shall provide a monthly invoice to Agency for consulting services. Agency shall pay approved invoices within 30 days of receipt.
3. In the event Consultant must travel greater than thirty (30) miles round trip on behalf of Agency for consulting services, Agency shall reimburse Consultant for mileage at the current rate provided by IRS guidelines.
4. It is expressly understood between the Parties that the Consultant is and remains at all times during the term of this Agreement, an independent contractor and not an employee of the Agency.
5. Agency shall provide Consultant with access to Agency materials necessary to conduct consulting services.
6. Consultant, during the term of this Agreement, is prohibited from providing consulting services to Sarpy County, the City of Bellevue, the City of Gretna, the City of La Vista, the City of Papillion or the City of Springfield which may create a conflict of interest specifically related to the Sarpy County and Cities Wastewater Agency.
7. Consultant agrees to maintain confidential all materials/information obtained from Agency for the purpose of providing consulting services. All documents, data and records produced under this Agreement shall become and remain the property of the Agency.
8. Consultant shall provide assistance to Agency upon request from the Administrator, Dan Hoins or his designee. Consulting services include, but are not limited to the following:

- a. Assist the Agency with negotiations for wastewater services with the City of Omaha
  - b. Attendance at Agency meetings
  - c. Meet with Agency staff, as requested
  - d. Assist the Agency with financial review/recommendations
  - e. Coordinate information with Ernst Young
  - f. Coordinate information with Agency legal counsel
9. This Agreement may be terminated by either Party with a thirty (30) day written notice. Notices pursuant to this Agreement shall be addressed as follows:
- a. AGENCY: Dan Hoins, Administrator, Sarpy County and Cities Wastewater Agency, 1210 Golden Gate Drive, Papillion, NE 68046
  - b. CONSULTANT: Christine L. Myers, 9968 South 106<sup>th</sup> Street, Papillion, NE 68046
10. The Consultant's status under this Agreement shall be that of an independent contractor, and not that of an agent or employee of the Agency. The Agency shall not carry worker's compensation insurance, health insurance, pay social security, unemployment insurance, retirement benefits, or withhold federal or state taxes for Consultant or Consultant's employees, if any. Consultant is responsible for and agrees to report and pay all taxes, social security, unemployment insurance, and workman's compensation on any income received under this Agreement and Consultant is responsible for any and all insurance covering Consultant and Consultant's employees, if any.
11. For the purposes of this Agreement, Consultant hereby agrees to indemnify, defend, and hold harmless the Agency from and against any and all lawsuits, claims, workers' compensation, liabilities, damages, judgments, settlements, disability, losses and expenses and cost of any nature which may arise from the Consultant's actions or failure to act under this Agreement.
12. Likewise, Agency hereby agrees to indemnify, defend and hold harmless the Consultant arising from the actions or failure to act of Agency under this Agreement.

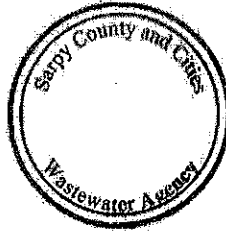
IN WITNESS WHEREOF, Agency and Consultant have executed this Agreement for Professional Consulting Services this 24th day of June, 2020.

SARPY COUNTY AND CITIES WASTEWATER AGENCY,

By Donald R. Kelly  
Donald Kelly, Agency Board Chairperson

ATTEST:

Lisa A. Haine  
Sarpy County and Cities  
Wastewater Agency  
Secretary



CONSULTANT,

Christine L. Myers  
Consultant, Christine L. Myers