

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING AGREEMENT WITH DEL REIBOLD FOR
PROFESSIONAL SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed for Del Reibold to provide consulting services in assisting in the negotiation of a contract with a Construction Manager at Risk for the Sarpy County Stadium Project, and said agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the agreement between Sarpy County and Del Reibold, a copy of which is attached hereto, is hereby approved, and the Chair and the Clerk are hereby authorized to sign the same.

DATED this 6th day of October, 2009.

Moved by Tom Richards, seconded by Rusty Hite, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

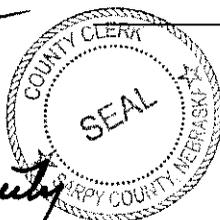
[Signature]
[Signature]
Tom Richards
Patrick J. Thomas

None

Joni Jones

ABSTAIN:

None



[Signature]
County Clerk

Approved as to form:

[Signature]
Deputy County Attorney

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Del Reibold, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for consulting services to assist in the negotiation of a contract with a Construction Manager at Risk for the Sarpy County Stadium Project; and,

WHEREAS, Consultant has the required qualifications and experience to provide these professional services;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, County and Consultant agree as follows:

I. DUTIES OF CONSULTANT:

- A. Assist and advise the County in the negotiation of a contract with a Construction Manager at Risk for the Sarpy County Stadium Project;
- B. Provide information of relevant construction industry practices.
- C. Such other tasks as may be necessary at the direction of the County.
- D. Time being of the essence, Consultant shall make every effort to assist the County in completion of negotiations by October 15, 2009.

II. DUTIES OF COUNTY:

- A. Consultant shall be paid at the hourly rate of \$75.00. Consultant shall provide an itemized bill that shall show the dates services were performed, a brief description of the service, and the time spent.
- B. Compensation for services described above shall be invoiced for an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00), except at the specific direction of the County

III. TERM

This contract shall begin immediately and shall terminate at such time as the County declares this contract terminated.

IV. ASSIGNMENT

The Consultant may not assign this agreement without prior written consent of the County.

V. INDEPENDENT CONTRACTOR

The Consultant shall in the performance of the contract at all times be an independent contractor and not an employee or agent of the County. The Consultant, its officers, employees and agents shall at no time represent the Consultant to be other than an independent contractor or represent themselves to be other than employees of the Consultant.

Consultant promises that it shall save and hold County, its elected and appointed officials, officers, employees and agents, harmless from any and all claims, costs, loss or liability, of whatever type and kind, which may arise or allegedly arise from the activities of Consultant, whether due to the negligent or intentional activities of Consultant, or otherwise.

As an independent contractor, Consultant is responsible for all equipment outside County Facilities necessary to perform the contract. Sarpy County may provide access to County computer services and other facilities, if needed and if approved by the County.

VI. TERMINATION

Either party may terminate the contract upon written notice to the other.

VII. NON-DISCRIMINATION CLAUSE

Pursuant to Neb Rev. Stat. §73-102 (Reissue 1996), 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., (Reissue 1998), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

VII. HOLD HARMLESS

Each party agrees it is responsible for its own officers, agents, and employees in performing this agreement, and hereby agree to indemnify and hold harmless, to the full extent allowed by law, the other party, its officers, agents, and employees, from and against all losses, claims, damages, and expenses, that may result from any intentional or negligent acts or omissions of the parties, their agents, or employees in performing this agreement.

VII. CONFLICT OF INTEREST

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body,

and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract 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 County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

IX. BREACH

Should Consultant breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County 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 County 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.

X. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County 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 County 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.

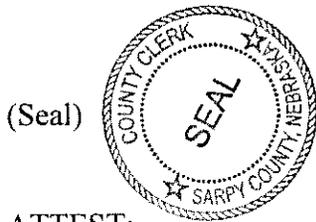
XI. SCOPE OF AGREEMENT

This Agreement contains the entire Agreement between the County 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 County and Consultant. Notice to the County and Consultant shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1116
Papillion, NE 68046

Consultant: Mr. Del Reibold
1005 Bailey Drive
Papillion, NE 68046

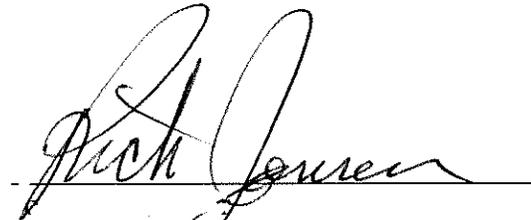
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 6th day of October, 2009.



ATTEST:


Debra Houghtaling
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Sarpy County Board Of Commissioners
Rich Jansen, Vice-Chairman

Approved as to form and content:


Deputy County Attorney

Consultant: Del Reibold

By: 

Title: _____

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

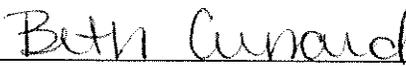
To: Sarpy County Board of Commissioners
From: Beth Cunard
RE: Baseball Stadium Consultant

Del Reibold is a member of the Sarpy County Construction Alternatives Selection Committee. During the evaluation of construction managers for the Sarpy County Baseball Stadium, Del Reibold expressed clear knowledge of the agreement process. Del has been a part of several Construction Manager at Risk contract negotiations, including projects in Nebraska and Sarpy County. Therefore, staff recommends entering into an agreement with Del for the negotiations of the Construction Manager at Risk and associated contracts for the Sarpy County Baseball Stadium.

As part of this agreement, Dell will assist and advise the County in the negotiations of necessary contracts with the construction manager. The consultant contract will not exceed \$1,500 and should be completed by October 15, 2009.

Please contact me at 593-4476 if there are any questions or concerns.

October 2, 2009


Beth Cunard

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Brian Hanson
Mike Smith
Stan Meradith

Deb Houghtaling

Sarpy County Clerk

1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895

Phone: (402) 593-2105
Fax: (402) 593-4360

Fred Uhe
Chief Deputy

October 14, 2009

Del Reibold
1005 Bailey Drive
Papillion, NE 68046

RE: Consultant Agreement

Dear Mr. Reibold:

Action by the Sarpy County Board of Commissioners, at the meeting of October 6, 2009, is as follows:

Resolution (2009-296): Approve and authorize Chairman to sign agreement with Del Reibold for *consulting services assisting in negotiations of a contract with a Construction Manager at Risk for the Sarpy County Baseball Stadium Project (O Royals)*.

MOTION: Resolved by Richards, seconded by Hike, to approve the resolution for the agreement with Del Reibold at the hourly rate of \$75 and compensation for services not to exceed \$1,500. Ayes: Hike, Richards, Thomas & Jansen. Nays: None. Absent: Jones.

Enclosed is an original of the subject agreement which has been signed by the Vice-Chairman as authorized by the above stated action.

Sincerely,


Debra J. Houghtaling
Sarpy County Clerk

Enclosure
DJH/tj