

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING CONTRACT FOR PROFESSIONAL SERVICES
WITH TOM BLAIR

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (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, Tom Blair ("Consultant") and Sarpy County ("County") desire to enter into an agreement whereby Consultant will provide professional planning services for the Sarpy County Planning Department, which a copy of said Consulting Agreement is attached hereto and,

WHEREAS, said attached Consulting Agreement is for unique, non-competitive and professional services and are in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Consulting Agreement between Consultant and County is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, which is attached hereto.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Consulting Agreement with Consultant a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 2nd day of August, 2011.

Moved by Rusty Hike, seconded by Jim Thompson, that the above Resolution be adopted. Carried.

YEAS:

[Signature]

Tom Dickus

[Signature]

[Signature]
County Clerk

NAYS:

None

ABSENT:

Jim Warren

Jim Nekula

ABSTAIN:

None



**SARPY COUNTY / TOM BLAIR
CONSULTING AGREEMENT**

This Agreement is hereby made and entered into effective the 2nd day of August, 2011, between Sarpy County and Tom Blair, 10225 Gertrude Circle, La Vista NE 6812 hereinafter referred to as the Consultant.

RECITALS

- A. WHEREAS, Sarpy County and Consultant have agreed to certain terms and conditions of consulting between the parties; and
- B. WHEREAS, the parties desire to enter into this agreement to memorialize the terms and conditions of the consulting relationship.

NOW THEREFORE, the parties agree as follows:

1. Consulting. Sarpy County agrees to engage Consultant in his capacity as a consultant for the consulting services (the "Consulting Services") as requested by Sarpy County and agreed to by Consultant from time to time, including the Scope of Services listed in Exhibit A.
2. Term of Consulting. Performance of the Consulting Services by Consultant shall commence as of the date hereof and shall continue until terminated in accordance with Paragraph 5 below.
3. Compensation. Sarpy County shall pay Consultant SIXTY DOLLARS (\$60) an hour plus expenses for performance of the Consulting Services as outlined in Exhibit A. Sarpy County shall determine at its sole and absolute discretion overall budget and expense policy limitations relating to Consulting Services. Consultant shall submit an invoice on a monthly basis detailing the work performed by Consultant pursuant to this Agreement. Sarpy County shall pay Consultant within fifteen (15) days after receipt of such invoice. Payment shall be sent to Consultant's address at 10225 Gertrude Circle, La Vista NE 6812, or such other address as specified by Consultant in writing from time to time.
4. Other Activities. Consultant shall devote such necessary working time and effort to the business and affairs of Sarpy County and to complete the duties and responsibilities assigned to him pursuant to this Agreement. Consultant shall have the rights, duties, and obligations of an independent contractor and not as an employee of Sarpy County. It is understood that in no case shall Consultant be expected to undertake duties and responsibilities that are in conflict with the Ethical Principles of the American Institute of Certified Planners. Consultant agrees to maintain records and accounts, including personnel, financial and property records, sufficient to identify and account for all costs pertaining to the project and certain other records as may be required by Sarpy County to assure a proper accounting for all project funds. These records shall be made available to Sarpy County for audit purposes, upon request, and shall be retained for a period of five years after the expiration of this agreement.

5. Term and Termination. The termination of this Agreement shall be governed by the following:
 - a. The term of this Agreement shall continue until terminated in one of the following ways:
 - i. For Cause. Sarpy County, upon written notice to Consultant, may terminate the consulting of Consultant at any time for "cause." For purposes of this paragraph, "cause" shall be deemed to exist if, and only if, Consultant breaches his obligations set forth in Paragraph 6 hereof, or Sarpy County, in good faith, determines that Consultant has engaged, during the performance of his duties hereunder, in significant objective acts or omissions constituting dishonesty, willful misconduct or gross negligence relating to the business of Sarpy County.
 - ii. Without Cause. Sarpy County, upon seven (7) days' written notice to Consultant, may terminate the consulting of Consultant at any time without cause.
 - iii. Resignation. Consultant, upon fourteen (14) days' written notice to Sarpy County, may resign from the consulting for Sarpy County at any time.
 - b. Accrued Compensation on Termination. In the event of termination of the Agreement, Consultant shall be entitled to receive fees earned and expenses accrued and due as of the date of termination.
6. Confidential Information. Throughout Consultant's performance of the Consulting Services, Consultant will be provided with certain information, technical data and other proprietary information regarding the business of Sarpy County and its affiliates, all of which is confidential (hereinafter referred to as "Confidential Information"). Consultant agrees to receive, hold and treat all Confidential Information received from Sarpy County and its affiliates 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 Sarpy County and that such Confidential Information will not be disclosed to others without the prior written consent of Sarpy County. 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 (b) information, which, after disclosure to Consultant, becomes public knowledge 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 consulting, Consultant will return all books, records and other materials provided to Consultant during the course of performance of the Consulting Services, which relate in any way to Sarpy County or its business. The obligations imposed upon Consultant by this paragraph shall survive the expiration or termination of this Agreement.
7. Residency Verification Clause: The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The 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 the Consultant is an individual or sole proprietorship, the following applies:

- a. The 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 the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

8. Insurance Requirements: The Consultant shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Consultant shall not commence work on this Agreement until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Consultant allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

- a. **Workers' Compensation and Employers Liability Insurance:**
If Consultant is required under Nebraska law to have Workers' Compensation and Employers Liability Insurance, the minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.
- b. **Automobile Liability Insurance:**
Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile.
- c. **Certificate of Insurance:**
The Consultant shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Consultant shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Consultant shall require each and every Subcontractor performing work

under this Agreement to maintain the same coverages required of the Consultant in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

d. **Insurance Company:**

All insurance coverages herein required of the Consultant shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Consultant shall furnish evidence that the insurance company or companies being used by the Consultant meet the minimum requirements listed in this section.

Upon request by the County, the Consultant shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Agreement, the Consultant's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Consultant is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

9. Indemnity: Consultant shall indemnify and hold harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Consultant or its servants, agents, and subcontractors.

Sarpy County shall indemnify and hold harmless Consultant, its employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Consultant, its employees and agents for or sustained by any party or parties as a result of any act, error, omission or negligence of Sarpy County, its officers, employees and agents.

10. Injunction and Other Relief. Both parties hereto recognize that the services to be rendered under this Agreement by Consultant are special, unique and of extraordinary character, and that in the event of the breach of Consultant of the terms and conditions of this Agreement to be performed by him, or if Consultant shall breach the provisions of this Agreement with respect to Confidential Information or Consulting Services, then Sarpy County shall be entitled, if it so elects, in addition to all other remedies available to it under this Agreement or at law or in equity to affirmative injunctive relief. The total liability of consultant to Sarpy County arising under or in connection with this agreement, whether in contract, tort or any legal theory of recovery, shall be limited to the total amount invoiced to Sarpy County under this agreement.
11. Severability. In the event that any court of competent jurisdiction shall hold any of the provisions of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement and same shall be construed as if such invalid or unenforceable provisions had never been a part hereof.
12. Governing Law. The laws of the State of Nebraska shall govern this Agreement.
13. Entire Agreement. This Agreement constitutes the entire agreement between the

parties respecting the Consulting Services to be performed by Consultant for Sarpy County and supersedes all prior understandings, arrangements and agreements, whether oral or written and may not be amended except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SARPY COUNTY

By: Tom Richards 8-2-2011

Name: Tom Richards

Title: Chairman

TOM BLAIR, CONSULTANT

By: Tom Blair

Name: Tom Blair

Title: Consultant

**EXHIBIT A
SCOPE OF SERVICES**

SARPY COUNTY PLANNING SERVICES – TOM BLAIR, CONSULTANT

Description of Services

Consultant will provide Sarpy County with a range of county planning advisory services including, but not limited to the tasks listed below on an as needed basis in order to ensure that applications are processed in a professional and timely manner. Tasks to be performed will be on a project-by-project basis as determined by Sarpy County Administration. Formal planning actions and decisions including such functions as final recommendations on zoning and platting applications will rest with the County Administration.

Tasks

1. Planning Commission Applications
 - 1.1. Attend meetings and assist with correspondence to applicants and their representatives
 - 1.2. Perform site visits
 - 1.3. Attend meetings and assist with correspondence to public officials
 - 1.4. Review applications for conformance with the County Master Plan and relate findings
 - 1.5. Review application's for compliance with County zoning and subdivision codes and relate findings
 - 1.6. Assist in coordinating input on applications from outside agencies
 - 1.7. Assist in compiling information needed for recommendation reports
 - 1.8. Advise County on the use of proper planning techniques
 - 1.9. Advise County on documents related to applications including but not limited to such items as:
 - Subdivision agreements
 - Development agreements
 - 1.10. Attend County Planning Commission, County Board Meetings and other meetings, as requested
2. Additional Planning Services
 - 2.1. Advise County on County Master Plan amendments
 - 2.2. Advise County on building permit applications
 - 2.3. Advise County on County Board of Adjustment cases
 - 2.4. Advise County on other planning services as requested

Tom Blair
10225 Gertrude Circle
La Vista NE 6812
402-393-7955
Email: tblair14@cox.net

Education

Omaha University 1967 – 1969

Professional Experience

2011 to present

Planning consultant

1969-2011

Omaha City Planning Department

- Zoning Board of Appeals Administrator, 1990 – 2011
- Planning Board Administrator, 1985 – 1989
- Zoning Administrator, 1983 – 1984
- Assistant to Zoning Administrator, 1977 – 1983
- Draftsman, 1969 – 1976

Primary responsibilities and involvement

During my nearly 42-year career with the Omaha City Planning Department, I held a number of different positions and was responsible for a variety of tasks primarily related to the regulatory functions of the department. The following is a brief summary of a few of my major responsibilities and accomplishments:

Zoning Board of Appeals Administrator

- Responsible for the ongoing administration of the Zoning Board of Appeals (ZBA), including; preparation of case reviews, meetings with applicants, coordination of input from other public agencies, and other related activities
- Responsible for administering billboard permits and played a key role in the creation of new electronic billboard regulations

Floodplain Management Coordinator

- Responsible for the administration of Omaha's floodplain management program, which is tied to the federal government's National Floodplain Insurance Program
- Responsible for floodplain filling and development permit applications
- Responsible for Federal Emergency Management Agency floodplain map updates

Long-range Planning

- Responsible for a two-year, city-wide, existing land use survey that served as a basis for the most comprehensive update of the City's Master Plan in forty years

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

August 2, 2011

TO: Sarpy County Board of Commissioners

FROM: Mark Wayne, County Administrator

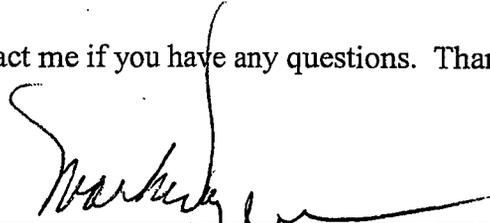
RE: Planning Consultant Contracts for Steve Jensen and Tom Blair

While staff has been able to handle the planning applications since Rebecca Horner's departure in May, we are starting to receive applications that are more complex and time consuming to review.

We have met with Steve Jensen and Tom Blair and asked them to provide planning consulting services for us on an as needed basis. Steve is the former Omaha Planning Director and now runs his own professional planning consulting firm. Tom recently retired from the Omaha Planning Department after holding positions such as Planning Board and Board of Adjustment Administrator. We believe Steve and Tom will help us to continue to ensure applications are given a thorough and professional review yet still processed in a timely manner for the applicants.

I have enclosed a brief background, along with a proposed consulting contract that outlines an hourly rate and a scope of services for both Steve and Tom.

I recommend approval of their contracts. Please contact me if you have any questions. Thank you.


Mark Wayne, County Administrator

Cc: Deb Houghtaling
Scott Bovick
Nicole O'Keefe
Brian Hanson