

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

RESOLUTION APPROVING AGREEMENT WITH WELLS RESOURCE, LLC

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a contract for services with Wells Resource, LLC as outlined in the Agreement for Professional Services and Terms and Conditions, attached hereto as Attachment A, for purposes of identifying opportunities to increase efficiency and productivity; and,

WHEREAS, entering into the contract for professional services with Wells Resource, LLC is in the best interests of the citizens of Sarpy County.

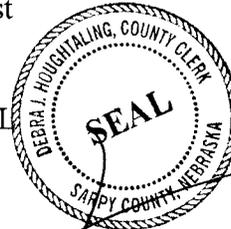
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the Agreement for Professional Services and the Terms and Conditions with Wells Resource, LLC, a copy of which is attached.

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 Agreement with Wells Resource, LLC , a copy of which is attached, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the 8th day of April, 2014.

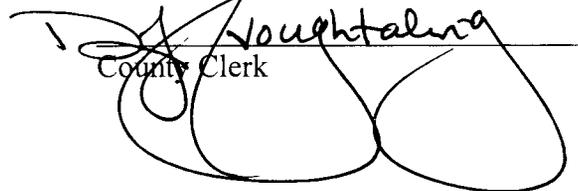
Attest

SEAL





Sarpy County Board Chairman



County Clerk

THE IMPORTANCE OF WORK REDESIGN FOR A RAPIDLY GROWING ORGANIZATION

In most public organizations, like Sarpy County, many of the key processes are performed by departments like Human Resources, County Attorney, and Information Systems that exist to support the operational offices, departments and divisions: providing technology, communication systems, and contractual and accounting support. However, the operational departments and offices like the County Assessor, the Health Department and Sarpy County Public Works are a different story because their key processes and tasks have a unique rather than shared purpose.

The details of key work processes typically consist of a sequence of procedures and tasks that have gradually evolved. These processes can work relatively well for a long period of time if there continues to be essentially the same work load and the same kind of work performed by the same method.

However, offices (like Sarpy County Public Works) that experience rapid growth in their customers' demand for an ever-increasing level of service quickly discover that the established way of doing their work will not allow them to deliver what is required. The employees are the first to recognize this need—in fact, they usually know it because as their work load increases, they may be told by their supervisors to simply “work harder and do better.” However, due to the “shoot the messenger” mentality of many organizations, employees usually do not raise the issue of a need for change.

Changing the way work is done requires collaboration between managers/supervisors and their employees in an environment of mutual respect and trust. In many cases, this involves major cultural change. Management level personnel often feel threatened in their role as the authority figure when their employees attempt to express ideas and opinions about how to improve the way work is being done.

In order to accomplish work process redesign, senior management must acknowledge both the accompanying need to change the way work is being done and the long-term commitment it will take to achieve this change. Employees will welcome a statement of this commitment, but will quickly become cynical if it is not acted upon and sustained.

STEPS INVOLVED IN WORK PROCESS REDESIGN

1. Select the department to participate in the work process redesign effort.
2. Present an overview of the work redesign process to the employees in that department
3. Meet individually with the employees to learn the work processes associated with their job and identify the major (critical) function(s). Have that employee :
 - Identify the key process that they feel is most in need of improvement
 - Describe the steps involved in that process
 - Identify the problems or areas in any step or task that they feel could provide opportunity for improvement
 - Offer ideas on how to accomplish the improvement
4. Develop a flow chart showing the steps and problem areas described by the employee, and review with employee and manager/supervisor
5. Analyze the flow chart, looking for duplication of effort, steps no longer necessary due to technology, steps that add no value, change in sequence of steps to achieve greater efficiency, steps that interface with other functions..
6. Develop a proposed improved or redesigned work process that reflects the previous considerations.
7. Review the proposed new work process with the employee and manager/supervise, and reach consensus on its final form.
8. Determine the best way to implement the new process. If it involves other employees, advise them of the change.
9. Implement the changed process and monitor its effectiveness in achieving the desired improvement—i.e., faster turnaround, less paperflow, reduced amount of rework, reduced customer complaints, etc.

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The Wells Resource LLC

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

To: Sarpy County, Nebraska
Attn: Dennis Wilson
Sarpy County Engineer
15100 S. 84th Street
Papillion, NE 68046-4627

June 10, 2013

Section 1. Definitions and Parties to the Agreement

The Wells Resource, LLC hereinafter referred to as "TWR", is pleased to submit this Agreement for Professional Services to: Office of the County Engineer–Sarpy County, Nebraska, and hereinafter called "County" for the following Project:

Consulting Services–Work Process Improvement

Section 2. Scope of Professional Services

TWR will provide training and facilitation services to the staff at the Public Works Main Office related to analysis of key processes and identification of opportunities to increase efficiency and productivity.

Section 3. Time for Performance

TWR will complete the consultation described in the Scope of Services within a period of no more than 60 days.

Section 4. Compensation

TWR agrees to perform the tasks described in Section 2 Exhibit "B" for a lump sum fee of \$4,950 which includes labor and expenses. The County will return an executed copy of this Agreement; which will constitute a Notice to Proceed with the work. TWR will bill the County monthly for labor and expenses based upon the percent complete of the Project, with payment made by the County within thirty (30) days of receipt of the invoice.

Out-of-scope work, if requested by the County and agreed to by TWR in writing, will be billed using the following 2011 Professional Services Rates:

Senior Project Manager ----- \$135.00/hour
Senior Environmental or Senior Civil Engineer----- \$130.00/hour
Environmental Engineer-----\$110.00/hour
Civil Engineer ----- \$100.00/hour
Senior AutoCAD Technician w/ Computer & Software ----- \$85.00/hour

Reimbursable Expenses

Mileage - Automobile ----- \$0.55/mile
Miscellaneous Expenses and meals -----Actual Cost
Sub-Consultant Costs – Plus15%

Section 5 Incorporation of Exhibit

- Exhibit A – The Wells Resource, LLC – Terms and Conditions

Section 6 Acceptance

Sarpy County acknowledges acceptance of this Agreement by signing below under "Agreed To" and returning one copy to The Wells Resource, LLC at 3919 Cuming St, Omaha NE 68131. For questions or comments please call The Wells Resource, LLC office at 402-556-4504.

AGREED TO BY:

The Wells Resource, LLC

Sarpy County, Nebraska
Office of the County Engineer

Paula B Wells
Paula B. Wells Managing Partner

[Signature]
Authorized Representative

1/9/2014
Date

4-8-14
Date

EXHIBIT A

Terms and Conditions for Professional Services

THE WELLS RESOURCE LLC, December 11, 2013

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by the ENGINEER and its employees asunder this agreement will be the care and skill ordinarily used by members of ENGINEER'S profession practicing under the same or similar circumstances at the same or similar time and in the same or similar locality. ENGINEER makes no warranties, express or implied, under this agreement or otherwise, in connection with ENGINEER'S service.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation Insurances required by statute; Business Owner's Liability insurance, general aggregate, of \$4,000,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$2,000,000 per claim, maximum medical expense of \$5,000.00; Professional Liability insurance of \$1,000,000 for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions.

3. OPINIONS OF PROBABLY COST (COST ESTIMATES)

Any opinions of probably project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER'S experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates are approximately plus or minus 20% of the bids or actual project or construction cost.

4. CONSTRUCTION PROCEDURES

ENGINEER'S observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project, except to the extent indirectly or directly resulting from the acts or omissions of the ENGINEER.

5. CONTROLLING LAW

This agreement is to be governed by the law of the state where ENGINEER'S services are provided.

6. SERVICE AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER'S requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitation. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. Owner will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinion or advice. Further, it is the OWNER'S sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER'S legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER'S representative will examine all studies, reports, sketches, drawings, specifications, proposals and

other documents, opinions or advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS and ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer and interest in this Agreement or claims arising there from without the written consent of the other.

8. OWNERSHIP OF DOCUMENTS

All documents, including all reports, drawings, specification, or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of such documents for use on this project. Should the OWNER choose to reuse such documents on another project, without written verification or adaptation by ENGINEER for the specific purpose intended, the OWNER assumes the sole risk for such use of the documents and there is no liability or legal exposure to ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement in whole or in part, by giving thirty (30) written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum" time and material or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. Should OWNER terminate the agreement, an equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of reasonable commitments that had become firm before termination and for a reasonable profit for the services preformed.

10. SEVERABILITY

In any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or

condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

ENGINEER will submit invoices for services rendered and OWNER will make payments within thirty (30) days receipt of ENGINEER's invoices.

11. INVOICES

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Services rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation. OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice or on a special invoice for the disputed items only.

In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER reserves the right after seven(7) days prior written notice to suspend the performance of its services for this project until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to the Agreement or Scope of Services, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and section of the Scope of Services. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those Projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the

cost of or time required for performance of the services and negotiable adjustment shall be made and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provision contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity and other employment statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous material is present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate abate, remediate or remove the hazardous materials; and (2) warrants that the project site is in full compliance with all applicable laws and regulation. OWNER acknowledges that ENGINEER is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this

Task Order for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER its officer, directors, partners, employers, and subcontractors from and against all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court arbitration or other dispute resolution costs) cause by arising out of or resulting from hazardous materials, provided that (1) any such costs, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed work) including the loss of use resulting there from and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct, direct or indirect, nor if such hazardous material could not have been reasonably detected by the OWNER.

16. EXECUTION

This Agreement and subsequent Tasks in the Scope of Services, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER. Which Agreement supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modifies only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors or omissions, is limited by the amount covered by the ENGINEER'S liability insurance plus the ENGINEER'S deductible amount and the ENGINEER's general liability insurance plus the ENGINEER'S deductible amount. OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amounts. The insurance amounts are these set forth in Paragraph 2 of these Terms and Conditions

18. UTILITY LOCATION

If underground sampling/testing is to be performed, a utility locating service shall be

contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take a reasonable precaution to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. ESCALATION

Annual rate escalation is 3% effective from January 1, 2014

ADDENDUM TO Exhibit "A" Wells Resources, LLC Terms and Condition for Professional Services

The undersigned contracting parties agree that the following residency verification language shall be incorporated into the Wells Resources LLC "Terms and Conditions for Professional Services " section of the Letter Agreement for Professional Services dated June 10, 2013.

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:

1. The Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the US 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.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108.

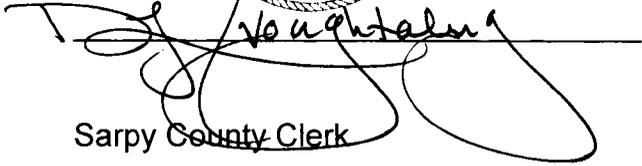
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 8th day of April, 2014.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST

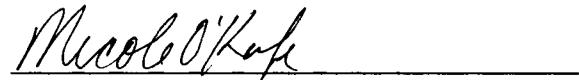



Sarpy County Clerk

 4/8/14
Chairperson
Sarpy County Board of Commissioners

Contractor

Approved as to form and content:


Deputy County Attorney

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

The Wells Resource LLC
Paula B. Wells

Contractor

Approved as to form and content:

Deputy County Attorney