

LANE GEWECKE CONSULTING

Post Office Box 6852 Lincoln, Nebraska 68506

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LANCASTER COUNTY BOARD

July 21, 2017

Ann Ames Deputy Chief Administrative Officer Lancaster County Board of Commissioners County / City Building 555 South 10th Street Lincoln, NE 68508

Dear Ann:

Enclosed is the consulting agreement for the Lancaster County Board of Commissioners planning process.

If the agreement is acceptable, please return one signed copy along with the down payment to book my firm for this project.

Please don't hesitate to call or email if you have any questions.

I look forward to working with you!

Regards

Mari Lane Gewecke

Enclosure

CONSULTING AGREEMENT

This is an agreement, effective August 15, 2017, to December 31, 2017, between Lane Gewecke Consulting (Lane Gewecke) and the Lancaster County Board of Commissioners (County Board).

Under the terms set forth below, the County Board retains the services of Lane Gewecke to advise and consult with it with respect to its business.

Terms

1. Lane Gewecke agrees to provide the County Board with planning services as outlined in the June 14, 2017, proposal.

2. The County Board agrees to pay Lane Gewecke a professional fee not to exceed \$6,000. A nonrefundable down payment of \$1,000 is required with the signed agreement. Lane Gewecke shall invoice the County Board monthly for a fraction of the remaining professional fee and for any direct expenses to be reimbursed, such as mileage (to be reimbursed at the 2017 federal rate), postage and printing. The County Board agrees to pay such invoices within 30 days after the invoice date. A late charge of $1\frac{1}{2}$ % interest will be added monthly to late payments.

3. Lane Gewecke shall act at all times as an independent contractor, and nothing contained herein shall be construed to create the relation of principal and agent or employer and employee, between client and consultant. The County Board will report all professional fees paid to Lane Gewecke to the IRS on Form 1099. The tax identification number for Lane Gewecke is 20-8569427.

4. In the event the County Board discloses information to Lane Gewecke considered secret or proprietary (Proprietary Information), Lane Gewecke agrees to maintain the Proprietary Information in confidence and to treat the Proprietary Information with at least the same degree of care and safeguards that it takes with its own Proprietary Information. Lane Gewecke shall use Proprietary Information only in connection with services rendered under this Agreement.

Proprietary Information shall not be deemed to include information that:

(a) is in or becomes in the public domain without violation of this Agreement; or

(b) is already in the possession of Lane Gewecke prior to the disclosure thereof by the County Board; or

(c) is rightfully received from a third entity having no obligation to the County Board and without violation of this Agreement.

5. Either party may terminate this agreement at any time upon thirty (30) days advance written notice or at any time upon agreement of both parties. Upon termination, the County Board agrees to pay Lane Gewecke for all accrued service charges including any non-cancelable commitments.

6. This agreement is not assignable by either party without the consent of the other.

7. Each individual executing this agreement on behalf of a party to this agreement represents and personally warrants that s/he has authority to enter into this agreement on behalf of such party and that this agreement is binding on such party.

Lane Gewecke Consulting

Lancaster County Board of Commissioners

Ву_____

Date____

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Lane Gewecke Consulting

By Air Lane Lewede Date 07/21/2017 Lancaster County Board of Commissioners

By____

Date