



## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is made and entered into as of the 1st day of January 2019 (the “Effective Date”), by and between PEETZ & COMPANY (the “Consultant”) and SCHOOL EMPLOYEES’ RETIREMENT SYSTEM OF DOUGLAS COUNTY SCHOOL DISTRICT 0001 (the “Client”).

PRELIMINARY STATEMENT. The Client desires to engage the services of the Consultant to perform the Services. Consultant is willing to provide such Services under and pursuant to the terms and conditions of this Agreement and in accordance with all applicable laws, rules and regulations.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Engagement and Scope of Work. Subject to the terms and conditions of this Agreement, the Client hereby engages the Consultant, and the Consultant hereby accepts such engagement, to fulfill those services (the “Services”) generally described in Exhibit A, attached hereto under and pursuant to the terms and conditions of this Agreement and in accordance with all applicable laws, rules and regulations.

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either party as specified in Paragraph 6 of this Agreement.

3. Fees and Expenses. (a) For all Services provided by Consultant under and pursuant to this Agreement, the Client shall pay to Consultant, a consulting fee (the “Consulting Fee”) in the amount of Forty Eight Thousand Dollars and no cents (\$48,000.00) per year made payable in quarterly payments of Twelve Thousand Dollars and no cents (\$12,000.00) with the first quarterly payment due on January 10, 2019, and thereafter on April 10, 2019, on July 10, 2019, on October 10, 2019, on January 10, 2020, on April 10, 2020, on July 10, 2020, and on October 10, 2020.

(b) In addition to the Consulting Fee, during the term of this Agreement, the Consultant shall be entitled to reimbursement by the Client for reasonable, ordinary and necessary business expenses incurred by the Consultant in the performance of the Services under this Agreement; provided, however, that (i) such expenses must be approved in advance by the Client in writing, and (ii) the Consultant must provide the Client with receipts and other evidence of such expenses that are reasonably acceptable to the Client.

4. Relationship of the Parties. The parties acknowledge and agree that in the performance of the Services, the Consultant is acting as an independent contractor. Nothing in this Agreement shall be construed or deemed to create any joint venture, partnership, agency, employer-employee, or other relationship between the parties. This Agreement shall not be deemed an employment agreement or any other agreement of hiring of employees under provisions of any applicable state or federal statutes or other similar laws and shall in no event be so construed. The Consultant will not be entitled to any employee benefits or other compensation from the Client (or any affiliates, successors or assigns of the Client) as a result of its engagement hereunder. The Consultant does not have, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the Client (or any affiliates, successors or assigns of the Client).

5. Confidentiality. (a) As used herein, "Confidential Information" means any and all financial, technical, proprietary, confidential, and other information, including data, reports, interpretations, forecasts, analyses, compilations, studies, summaries, extracts, records, know-how, statements (written or oral) or other documents of any kind, to the extent they contain information concerning the business and affairs of the Client or its Representatives, or any third parties who provided such information to the Client or its Representatives pursuant to a confidentiality arrangement, which the Client or its Representatives provide to the Consultant or its Representatives, whether furnished before or after the date hereof, and regardless of the manner in which it was furnished. "Confidential Information" shall not include information which: (i) was or becomes generally available to the public other than as a result of a disclosure by the Consultant or its Representatives; (ii) was or becomes available to the Consultant or its Representatives on a non-confidential basis prior to its disclosure hereunder, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal or fiduciary duty; or (iii) was independently developed by the Consultant without the use of any Confidential Information. As used herein "person" means an individual, corporation, partnership, joint venture, limited liability company, association, trust, governmental entity and any other organization or entity and any group including any of the foregoing. As used herein, "Representatives" of any person means, collectively, its affiliates, divisions and subsidiaries and the shareholders, directors, officers, employees, agents, advisor members and controlling persons of such person and its affiliates, divisions and subsidiaries.

(b) Consultant agrees that it will hold the Confidential Information strictly confidential. Consultant agrees, that neither it nor its Representatives will, in any manner, directly or indirectly, communicate, publish, divulge or otherwise disclose, in whole or in part, Confidential Information to any person or use Confidential Information in any way, except in connection with the performance of the Services; provided, however, that Confidential Information may be disclosed to Consultant's Representatives who need to know the Confidential Information for purposes of performing the Services. Consultant will be liable for any breach of this Agreement by its Representatives.

(c) Immediately upon termination of this Agreement, the Consultant will return all Confidential Information to the Client.

(d) The parties specifically agree that the provisions of this Paragraph 5 shall survive the termination of this Agreement.

6. Termination of Engagement. The Client may terminate this Agreement by providing the Consultant with thirty (30) days' prior written notice of such termination, and the Consultant may terminate this Agreement by providing the Client with sixty (60) days' prior written notice of such termination. Upon such notice, unless otherwise directed by the Client, the Consultant shall immediately cease all work and carry out any reasonable instructions of the Client as to any work currently in process. In the event of a termination of this Agreement pursuant to this Paragraph 6, (a) the Consultant shall refund to the Client a portion of any advance Consulting Fees paid by the Client pursuant to this Agreement (as pro-rated to compensate the Consultant for the Services through the applicable termination date), and (b) the Client will promptly reimburse the Consultant for any outstanding expenses in accordance with Section 3 of this Agreement.

7. Assignment. The Consultant may not sell, transfer, or otherwise directly or indirectly assign its rights or delegate its obligations under this Agreement.

8. Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement.

9. Notice. Any notices and other communications hereunder shall be in writing and shall be deemed delivered (i) on the date given if delivered personally, or (ii) two (2) days after deposit at a main branch United States Post Office, if certified or registered mail, return receipt requested, postage prepaid and properly addressed to the parties, respectively, as follows:

For notices and communications to the Client:

School Employees' Retirement System of Douglas County School District 0001  
Attention: Executive Director  
3215 Cuming Street  
Omaha, NE 68131-2024  
Phone: (531) 299-9423  
Email: osers.ceo@ops.org and Cecelia.carter@ops.org

With a copy to:

McGrath North Mullin & Kratz, PC LLO  
Attention: Robert Bothe  
1601 Dodge Street, Suite 3700  
Omaha, NE 68102  
Facsimile: (402) 341-0216

For notices and communications to Consultant:

Peetz & Company  
1233 Lincoln Mall, Suite 202  
Lincoln, Nebraska 68508  
Facsimile: (402) 438-4965

or such other place or places as directed by the parties in writing.

10. Miscellaneous. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and is signed by a duly authorized officer of the Client and by the Consultant. No waiver by either party to this Agreement at any time of any breach by the other party of, or compliance by the other party with, any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this Agreement have been made by either party that are not expressly set forth in this Agreement. This document may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single agreement. This Agreement shall be governed by the laws of the State of Nebraska. The headings of the paragraphs contained in this document are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first above written.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Cecelia M. Carter

Title: Executive Director

Company: School Employees' Retirement System of Douglas  
County School District 0001

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Natalie C. Peetz

Title: President

Company: Peetz & Company

## EXHIBIT A

Provide assistance to Client during the 2019-2020 Nebraska Legislative Session(s), including the following:

- Assist with monitoring the Legislature on any legislative bills, resolutions, amendments or studies relating to issues identified by Client;
- Provide Client with written weekly status reports during the regular and any special sessions of the Legislature.
- Provide the client with an end of the session report at a public Client board meeting.
- Meet in person with Client Board at the beginning of each legislative session with analysis and recommendations for upcoming session.
- Monitor holdover legislation between legislative sessions and interim studies, and take action as necessary, i.e. attend hearings, meetings, provide timely follow-up, etc.;
- Assist with ongoing education and information to elected officials;
- Identify elected leaders and other policymakers to become Client's best advocates;
- Interface with elected officials and candidates on a consistent basis;
- Educate new policy leaders and candidates about Client;
- Coordinate with other lobbyists on issues that impact client;
- Identify other key stakeholders who can assist with Client's agenda;
- Interface with state Executive branch, including key state agencies;