

OMAHA INLAND PORT AUTHORITY

April 3, 2025

**Metropolitan Community College, Bldg. 21, Room 112 at 9:00 A.M.
32nd and Sorensen Pkwy, Omaha, NE 68111**

Agenda and materials are available online

<https://omahaipa.com/>

The Agenda for the Omaha Inland Port Authority (OIPA), a Political Subdivision of the State of Nebraska created in accordance with Neb. Rev. Stat. 13-3304 and Ordinance 43660 of the City of Omaha follows:

- 1) Call to Order – Roll Call
- 2) **CERTIFICATION OF PUBLICATION**
Omaha Inland Port Authority Office Manager certifies publication in the Daily Record on March 28, 2025, notice of the Omaha Inland Port Authority Meeting on April 3, 2025.
- 3) **Action Items (VOTE TODAY).**
 - a) Approval of March 6, 2025 Meeting Minutes - [See Attached](#)
 - b) Approval of Creative Planning Omaha Inland Port Authority Payment Process Workflow - [See Attached](#)
 - c) Approval of Lease Agreement with Ames Industrial Park, LLC -[See Attached](#)
 - d) Approval of contract with All Makes Office Furniture -[See Attached](#)
 - e) Approval of contract for visioning with HR&A - [HR&A](#)
 - f) Approval of Executive Director recruiting contract with MGT- [See Attached](#)
 - g) Approval of Directors and Officers Insurance
 - h) Approval of COL insurance
 - i) Approval of internet service provider contract
 - j) Approval of Fiscal Policy Resolution Designating Director of Finance & Invoice Payment Process and Related Details - [See Attached](#)
- 4) **Committee Reports**
 - a) Executive - [See Attached](#)
 - b) Governance - [See Attached](#)
 - c) Real Estate and Development
 - d) Finance Committee - [See Attached](#)
 - i) Status of Grant Requests
 - e) Operations - [See Attached](#)
 - f) Community Advisory
- 5) **Project Reports**
 - a) Airport Business Park Project Report
- 6) **Discussion Items**

Next Meeting

The next meeting is scheduled for Thursday, May 1, 2025, 9:00am at Metropolitan Community College

OMAHA INLAND PORT AUTHORITY

MINUTES OF THE MEETING OF THE BOARD OF COMMISSIONERS

March 6, 2025
Metropolitan Community College, Bldg. 21, Room 112 @ 9:00 A.M.
32nd and Sorensen Pkwy, Omaha, NE 68111

The Omaha Inland Port Authority (OIPA), a Political Subdivision of the State of Nebraska created in accordance with Neb. Rev. Stat. 13-3304 and Ordinance 43660 of the City of Omaha met as follows:

ATTENDANCE:

Members					
Terrell McKinney (Chair)	A	Thomas Warren	√	Brook Aken	√
Mike Helgerson	√	Davielle Phillips	√	Jake Hoppe	√
Michael Riedmann	√	Carmen Tapio	A	Ernest White	√
Theola M. Cooper Office Manager/Executive Administrative Assistant	√	Joel Pedersen Legal Counsel	√		
		Mark Coulter Legal Counsel			

BUSINESS MEETING

- 1) Call to Order – Roll Call
- 2) CERTIFICATION OF PUBLICATION
Omaha Inland Port Authority Office Manager certifies publication in the Daily Record on February 28, 2025, notice of the Omaha Inland Port Authority Meeting on March 6, 2025. Open meetings notice located on the west wall in the Metropolitan Community College Board Room.
- 3) Action Items – Meeting ran by Vice President, Davielle Phillips

Agenda Item #	Description	Result
3 a	Minutes of February 6, 2025, Meeting Motion - Warren to approve minutes from February 6, 2025 meeting Second -White	Approved 7-0 Absent: McKinney, Tapio
McKinney	Warren	Y Aken
Helgerson	Phillips	Y Hoppe
Riedmann	Tapio	White
3 b i	Interim Accounting services contract Creative Planning Business Services12725 W. Dodge Street, Omaha NE - Catherine Demes Maydew Motion - Helgerson to accept accounting services contract with Creative Planning Business Services Second -White	Approved 7-0 Absent: McKinney, Tapio
McKinney	Warren	Y Aken
Helgerson	Phillips	Y Hoppe
Riedmann	Tapio	White

OMAHA INLAND PORT AUTHORITY

3 b ii	Legal services engagement letter with JD Pedersen Law Offices, LLC, Joel D. Pedersen, 1299 Farnam Street, Suite 300, Omaha NE Motion - Warren to accept legal services engagement letter with JD Pedersen Law Offices Second -White	Approved 7-0 Absent: McKinney, Tapio
McKinney	Warren	Y Aken Y
Helgerson	Y Phillips	Y Hoppe Y
Riedmann	Y Tapio	White Y
3 b iii	Legal services engagement letter with Rouse Frets White Goss Gentile Rhodes, P.C., Mark R. Coulter, 4510 Belleview Avenue, Kansas City, MO Motion - Aken to accept legal services engagement letter with Rouse Frets White Goss Gentile Rhodes P.C., Mark R. Coulter Second -Hoppe	Approved 7-0 Absent: McKinney, Tapio
McKinney	Warren	Y Aken Y
Helgerson	Y Phillips	Y Hoppe Y
Riedmann	Y Tapio	White Y
3 b iv	Finance Committee: RFP for Audit Service- Seeking approval to post the document March 6, 2025 Motion - Warren to post RFP for Audit Service, March 6, 2025 Second - Helgerson	Approved 7-0 Absent: McKinney, Tapio
McKinney	Warren	Y Aken Y
Helgerson	Y Phillips	Y Hoppe Y
Riedmann	Y Tapio	White Y

4) Committee Reports

- a) Executive
- b) Governance
- c) Real Estate and Development
- d) Finance Committee
 - i) Status of Grant Requests
- e) Operations
- f) Community Advisory Committee

5) Project Reports

- a) Airport Business Park Project Report

6) Discussion Items

- a) Discussion regarding funds/working on payroll
- b) Community Advisory Quarterly Meeting, March 18, 2025
- c) Community Survey
- d) Timeline for recruitment of Executive Director

	Motion to adjourn meeting Motion - Aken Second - Warren	Approved 7-0 Absent: McKinney, Tapio
McKinney	Warren	Y Aken Y
Helgerson	Y Phillips	Y Hoppe Y
Riedmann	Y Tapio	White Y

Next Meeting

The next meeting is scheduled for Thursday, April 3, 2025, at 9:00 AM at MCC.

There being no further business, the meeting adjourned at 10:11 am.

Theola M. Cooper, Office Manager/Executive Administrative Assistant

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1ST day of APRIL, 2025 BETWEEN:

**AMES INDUSTRIAL PARK, LLC of 4435 FLORENCE BLVD, OMAHA, NE
68110, USA**

Telephone: (402) 201-8246 (the "Landlord")

[Landlord's Email].

OF THE FIRST PART

- AND -

**OMAHA INLAND PORT AUTHORITY -
NEBRASKA** Telephone: (402) 216-2328 (the
"Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Monies" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 4411 Florence blvd Suite 001 Omaha, Ne 68110, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
those portions of the Building areas, buildings, improvements, facilities, utilities equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
 - d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any,

and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

- e. "Premises" means the warehouse space at 4411 Florence Blvd, Omaha, Nebraska and comprises a Leasable Area of 2500 square feet.
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area [Insert Area #] of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building [Insert Area#];
- g. "Rent" means the total of Base Rent and Utilities (Water, Electric, Gas, Wifi) . Tenant will have the option to transfer utilities (Electric, Gas, Wifi) and pay directly with a corresponding rent reduction of \$250 per month.

Leased Premises

- 2. The Landlord agrees to rent to the Tenant the warehouse space municipally described as 4411 Florence Blvd Suite 001 Omaha, NE 68110, USA (the "Premises") and comprises a Leasable Area of 2500 square feet.
- 3. The Premises will be used for only the following permitted use: Storage space, office space & goods distribution (the "Permitted Use").
- 4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises.

Term

- 5. The term of the Lease commences at 12:00 noon on April 1, 2025 and ends at 12:00 noon on April 1, 2026 (the "Term").
- 6. Notwithstanding that the Term commences on April 1, 2025, the Tenant is entitled to possession of the Premises at 12:00 noon on April 1, 2025.
- 7. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party. The base rent for month to month is \$2,083.33.
- 8. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
- 9. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

Rent

- 10. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$2,083.33 per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction except as provided in this agreement. In addition to the Base

Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

11. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord. Payment to be remitted to AMES INDUSTRIAL PARK LLC at 4435 Florence Blvd Omaha, NE 68110.
12. The Tenant will be charged an additional amount of \$100.00 for any late payment of Rent.
13. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.
14. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

15. In addition to the Base Rent, the Tenant is responsible for paying to the Landlord its Proportionate Share of all of the following operating costs incurred by the Landlord in respect to the Building, Common Areas and Facilities and Premises:
 - a. all utilities supplied to the Common Areas and Facilities; and
16. The Landlord will be responsible for paying the following operating costs:
 - a. property or building taxes and sales or use taxes related to the Building or this Lease;
 - b. repairs and replacements to the Building and any component of the Building; _____
 - c. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building; _____
 - d. Commercial Clean. Schedule - Weekly to include common areas and premises and specific tasks reasonably requested by the tenant for spot cleaning.
 - e. all outdoor maintenance including landscaping and snow removal;
 - f. operation and maintenance of parking areas; and
 - g. preventive maintenance and inspection.

Use and Occupation

17. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner.
18. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
19. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the

insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Security Deposit

20. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$2,083.33 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
21. The Tenant may not use the Security Deposit as payment for the Rent.
22. Within 14 days after the termination of this tenancy, the Landlord will Express/Overnight mail the Security Deposit less any proper deductions or with further demand for payment to:
4411 FLORENCE Blvd STE 001 Omaha, NE 68110, or at such other place as the Tenant may advise.

Quiet Enjoyment

23. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Overholding

24. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, , the Landlord will provide written notification, sent via certified mail, that the Tenant will be a month-to-month tenant at a minimum monthly rental equal to the Base Rent plus \$1000.00 and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

25. If the Landlord reenters the Premises or terminates this Lease, then:
 - a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
 - c. after reentry, the Landlord may terminate the Lease on giving 10 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
 - d. the Tenant will pay to the Landlord on demand:
 - i. all rent, and other amounts payable under this Lease up to the time of termination;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the , collecting

sums due or payable by the Tenant, including without limitation, fees and expenses and reasonable legal fees and as liquidated damages for the loss of rent and expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord; and

- iii. an amount equal to the Base Rent and Additional Monies due for the unfilled remaining portion of the Term.

Inspections and Landlord's Right to Enter

26. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
27. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

Renewal of Lease

28. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the rent, the amount of the rent will be determined by mediation. The rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

Utilities and Other Costs

29. The Tenant, at Tenant's Option, is responsible for the direct payment of the following utilities and other charges in relation to the Premises: Electrical, Gas Internet/WiFi with a corresponding rent reduction of \$250 per month.
30. The Landlord is responsible for paying the following utilities and other charges: Water

Insurance

31. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
32. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord. The Tenant's insurance must be an amount not less than \$2,000,000.00.
33. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Attorney Fees

34. All court costs, and reasonable legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant

of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant

Governing Law

35. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Nebraska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

36. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Nebraska (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

37. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Lease.

Bulk Sale

38. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, , after completion of the said bulk sale.

Care and Use of Premises

39. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
41. The Tenant will not engage in any illegal trade or activity on or about the Premises.
42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

43. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials Rules and Regulations

44. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

- 45. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 46. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 47. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 48. Time is of the essence in this Lease.
- 49. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1ST day of APRIL, 2025.

AMES INDUSTRIAL PARK LLC (Landlord)

(Witness)

Per: _____(SEAL)

OMAHA INLAND PORT AUTHORITY (Tenant)

(Witness)

Per: _____(SEAL)

MINUTES FOR THE OMAHA INLAND PORT AUTHORITY
GOVERNANCE COMMITTEE MEETING

Via Zoom 11:00AM

MARCH 26, 2025

MEMBERS PRESENT:

Terrell McKinney

Carmen Tapio

Thomas Warren

GUEST:

Joel Pedersen, Legal Counsel

STAFF:

Theola M. Cooper

1. The Committee discussed the Airport Business Park
 - a. Community Engagement
 - i. Educating the community regarding the status of the project
 - ii. Utilizing the CAC meeting to make presentations
2. The Committee discussed the Community Advisory Committee
 - a. Provide a discussion draft of the role of the CAC
3. The Committee discussed the lease with Ames Business Park, LLC
4. The Committee discussed meeting with HR&A
5. The Committee discussed Theola Cooper transitioning from part-time to full-time, starting in June.
6. Joel Pedersen JD Pedersen Law Offices, LLC discussed the following:
 - a. Board members as agents for OIPA
 - i. Mr. Pedersen will provide board guidance and a Board Book and meet with each committee
 - ii. All contract commitments made by the board need presenting for approval at the board meetings until an Executive Director is hired. Once an ED is hired approval authority with limits will be established.
 - iii. Communication and document protocols
7. The Committee discussed Directors and Officers Insurance

MINUTES FOR THE OMAHA INLAND PORT AUTHORITY
OPERATIONS COMMITTEE MEETING

Via Zoom 8:30 am

March 24, 2025

MEMBERS PRESENT: Thomas Warren
Brook Aken

STAFF: Theola M. Cooper

GUEST: Joel Pedersen, Legal Counsel

1. Mr. Pedersen discussed the Open Meetings Act
 - a. Will be supplying a discussion draft.

2. The Committee discussed Executive Director search
 - a. MGT sent survey to members of the Members of the OIPA and members of the CAC Committee
 - b. Recruitment timeline was discussed
 - i. Delegation will be to the Operations Committee for the initial interviews
 - ii. Benefits.
 - c. Public presentation of finalist

3. The Committee discussed update on lease agreement
 - a. Revised lease agreement with Ames Industrial Park, LLC
4. The Committee discussed office equipment and office furniture
 - a. Contract for office furniture with All Makes Office Furniture for approval,
 - b. Contracts for office equipment will be reviewed for approval.

5. The Committee discussed the CAC Quarterly Meeting

MINUTES FOR THE OMAHA INLAND PORT AUTHORITY

FINANCE COMMITTEE MEETING

Via Zoom 10:30AM

March 19, 2025

MEMBERS PRESENT

Carmen Tapio – Chair

Mike Helgerson

Ernest White

STAFF

Theola M. Cooper

1. Guest Attendees:

a. Catherine Maydew Creative Planning items for discussion

- i. Ms. Maydew reviewed Payment Process Workflow
 - ii. Discussed bank account structure and strategy
 - iii. Discussed primary and back up review for bill pay
 - iv. Discussed wire transfer process
 - v. Mr. Warren will serve as back-up approver for bill pay. Mr. Helgerson is primary approver.
 - vi. Finance Committee will recommend May board meeting draft and June board meeting final budget completion
 - vii. NE and Federal Tax ID forms need to be filed
 - viii. Mrs. Tapio asked for a motion to appoint Joel Pedersen of JD Pedersen Law Offices, LLC power of attorney and person of record for setting up of NE SIT, NE SUTA and FUTA. The motion was made by Mr. Helgerson and seconded by Mr. White and unanimously approved
- Ms. Maydew left the meeting

b. Joel Pedersen JD Pedersen Law Offices, LLC items for discussion

- i. Board members as agents for OIPA
Mr. Pedersen will provide board guidance and a Board Book and meet with each committee
- ii. Communication and document protocols
- iii. Lease agreement
Lease agreement in review and a few recommended changes to be sent
Mr. Pedersen left the meeting

2. Meeting Schedule

2025 Finance Committee meeting schedule established

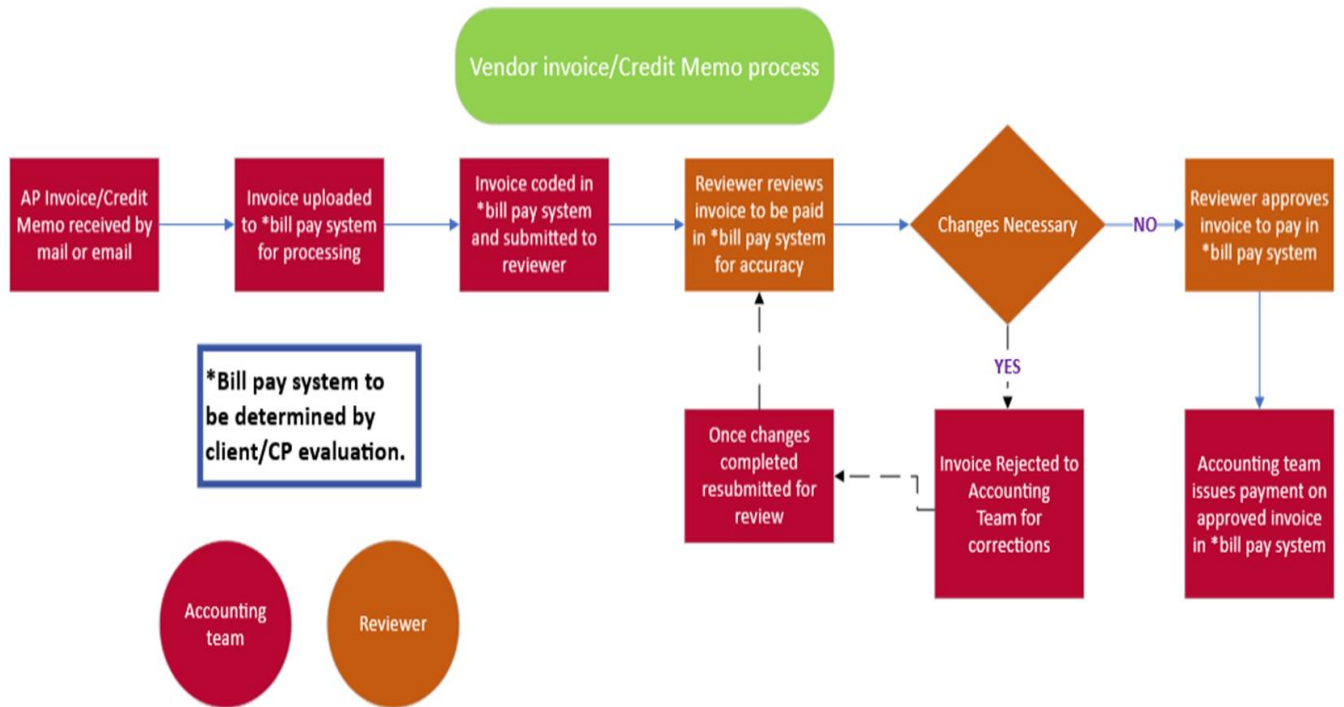
3. Administrative Update

Discussion regarding technology and office

4. March 6 board meeting update

5. Update from committee members

Omaha Inland Port Authority Payment Process Workflow



As invoices are received, they are directly emailed to omahaIPA@bill.com

The accounting team at Creative Planning with code and prepare the invoice and send to approver (OIPA leadership team)

Changes or questions can be handled at this point to the invoice. OIPA leadership team approves only)

Once approved by the OIPA leadership team, the invoices will be available to be paid by the Creative Planning team. Option to hold until the Finance Committee has seen a list of all open payables to approve together can occur. With a list of payables presented to the Authority each month at a meeting.

MINUTES FOR THE OMAHA INLAND PORT AUTHORITY
EXECUTIVE COMMITTEE MEETING

Via Zoom 10:00AM

March 25, 2025

MEMBERS PRESENT:

Sen. McKinney

Davielle Phillips

Carmen Tapio

STAFF:

Theola M. Cooper

1. The Committee discussed all contracts will have to be approved by the Board or the Finance Committee
2. The Committee discussed the HR&A Contract
3. The Committee discussed the CAC Quarterly Meeting, held March 18
4. The Committee discussed Airport Business Park Project Presentation
5. The Committee discussed researching insurance benefits for the Executive Director position
6. The Committee discussed Mike Helgersson being approver for payments and invoices with Thomas Warren is the back-up approver.
7. The Committee discussed Creative Planning Solutions presenting a payment process at the April 3 Board meeting.
8. The Committee discussed the hiring process for the Executive Director position



OIPA Resolution 2025-0403-01
Designating Director of Finance & Invoice Payment Process and Related Details

WHEREAS, The Omaha Inland Port Authority (OIPA) is an authority created by the City of Omaha (January 9, 2024, Ordinance 43660) and independently operating as a Nebraska public body corporate under the provisions of the Municipal Inland Port Authority Act (Neb. Rev. Stat §§13-3301 to 13-3316) (Act) to develop, manage, and operate the inland port district located in Omaha, Nebraska, as approved under the Act.

NOW THEREFORE, be it resolved by the OIPA Board of Commissioners as follows:

1. OIPA hereby appoints Catherine Demes Maydew at Creative Planning or her designee on staff at Creative Planning, 12925 W. Dodge Road, Omaha, NE 68154, as OIPA Director of Finance. As Director of Finance, she has authority to process, coordinate payment, and incur expenditures subject to the orderly procedure for review and payment of invoices delivered to the OIPA Board for payment consistent with the attached diagram exhibit A.
2. OIPA hereby delegates signature authority to Commissioner Michael Helgersen for payroll and invoices consistent with the process in subparagraph 1, and in amounts not to exceed \$10,000 and in any amounts [consistent with the OIPA budget when adopted] as approved by the OIPA Finance Committee. The board hereby ratifies and approves the transfers, payroll, and invoices approved on or prior to April 3, 2025, as summarized in the attached exhibit B.
3. OIPA hereby delegates signature authority for contracts and other matters approved by the board (including invoices and payroll in subparagraph 1 if the named individual is unavailable) to the Board Chair or, in the absence or inability of the Chair, to the Vice Chair, and if both are unavailable, to the Finance Committee Chair.
4. Such delegated signature authority is for all related documents, approvals, and related documentation, and to administer the same, including executing the necessary forms, approvals, and documents contemplated therein; provided that the OIPA Board shall receive timely reports of all related expenditures on an ongoing basis (regardless of the amount).
5. Accordingly, the expenditures and allocation of OIPA funds for such purposes are hereby authorized in conformance with all applicable requirements of the Act and this OIPA Resolution.

Approved by the OIPA Board of Commissioners on April 3, 2025.

Secretary's Certificate

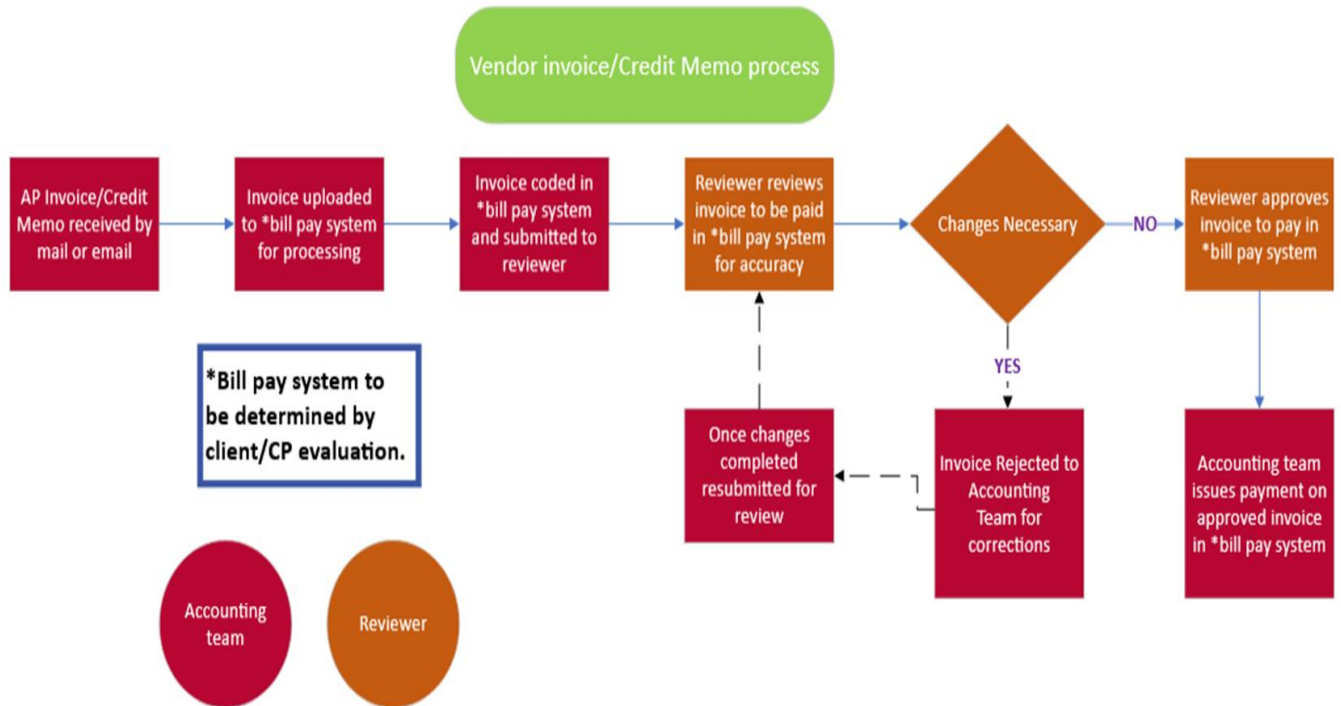
THE UNDERSIGNED, Carmen Tapio, hereby certifies that she is the Secretary of the Omaha Inland Port Authority (OIPA), and that the preceding Resolution was duly adopted by Board of Commissioners, and that said Resolution has not been rescinded or amended, and such Resolution is recorded in the corporate books of OIPA.

Dated April 3, 2025

Carmen Tapio, Secretary



Omaha Inland Port Authority Payment Process Workflow



As invoices are received, they are directly emailed to omahaIPA@bill.com
 The accounting team at Creative Planning with code and prepare the invoice and send to approver (OIPA leadership team)
 Changes or questions can be handled at this point to the invoice. OIPA leadership team approves only)
 Once approved by the OIPA leadership team, the invoices will be available to be paid by the Creative Planning team. Option to hold until the Finance Committee has seen a list of all open payables to approve together can occur. With a list of payables presented to the Authority each month at a meeting.



Exhibit B Page 1 of 2 OIPA Resolution 2025-0403-01

OIPA bank activity March

Date	Description	Transaction Description	Withdraws	Deposits
Airport Bus Park Operating Chkg				
3/11/2025	Outgoing Transfer	Outgoing Wire Transfer Debit Omaha Economic Development Cor	7,370,000.00	
3/11/2025	Account Analysis Fee	Account Analysis Charge	70.00	
3/7/2025	Book Transfer Debit	Transfer per Carmen Tapio emial and phone verified	79,618,400.00	
3/5/2025	ACH Credit	ST PAYMENTSTATE OF NE		89,618,400.00
Innovation District MMSVGS				
2/28/2025	Book Transfer Debit	Online Xfer Ten Percent Administrative for OIPA Operating	3,000,000.00	
2/28/2025	Miscellaneous Fees	Service Charge	15.00	
2/28/2025	Interest Credit	Interest Deposit		8,778.13
2/27/2025	ACH Credit	ST PAYMENTSTATE OF NE		30,000,000.00
OIPA Operating Account				
3/21/2025	ACH Debit	TAX COL	714.70	
3/21/2025	ACH Debit	Payables JD Pedersen Law	1,794.00	
3/21/2025	ACH Debit	Payables The Daily Record	67.33	
3/20/2025	ACH Debit	Creative Planning Invoice	625.00	
3/13/2025	ACH Debit	Payroll	1,318.56	
3/13/2025	ACH Debit	Payroll TAX COL	445.62	
3/11/2025	Account Analysis Fee	Account Analysis Charge	124.61	
3/6/2025	ACH Debit	Payroll OIPA DIRECT DEP	2,202.26	
2/28/2025	Book Transfer Credit	Online Xfer -D Ten Percent Administrative for OIPA Operating		3,000,000.00
Airport Bus Park MMSVGS				
3/7/2025	Book Transfer Credit	Transfer per Carmen Tapio emial and phone verified		79,618,400.00



Summary of Payments Due

UnpaidBills (1)

Vendor	Invoice #	Date	Due Date	Aging	Approval Status	Payment Status	Open Balance
Cosmital	B3E7DEAF-0001	03/03/25	03/14/25	12	Assigned	Unpaid	959.40
Creative Planning Business Accounting Services Llc	CP166892	03/25/25	03/31/25	-5	Assigned	Unpaid	1552.50
Grand Total							2511.90

CONTRACT FOR CONSULTING SERVICES

This Consulting Services Agreement ("Agreement") is entered into as of [Effective Date], by and between the Omaha Inland Port Authority ("OIPA"), a public entity established under the laws of the State of Nebraska, with its principal place of business at [Address], and HR&A Advisors, Inc. ("Consultant"), a consulting firm duly organized and existing under the laws of [State], with its principal place of business at [Address].

1. SCOPE OF SERVICES

1.1 Consultant shall provide professional consulting services for the development of a comprehensive vision and financial pro forma for the Omaha Inland Port Authority Innovation District ("Project"). The services shall include but are not limited to:

(a) Conducting visioning exercises with stakeholders, including community members, local businesses, research institutions, and governmental entities. (b) Analyzing the economic and infrastructure opportunities and challenges within the Innovation District. (c) Recommending an appropriate innovation district model from the options outlined in the RFP. (d) Developing a detailed financial pro forma outlining projected costs, revenue streams, funding opportunities, and financial sustainability. (e) Providing guidance on technical, regulatory, and sustainability best practices. (f) Engaging the community and facilitating participatory budgeting processes. (g) Identifying key performance indicators (KPIs) to measure long-term success.

2. TERM AND TIMELINE

2.1 The term of this Agreement shall commence on [Start Date] and shall continue for a period of six (6) months, unless extended by mutual written agreement of the Parties.

2.2 Consultant shall adhere to the following project timeline:

- Month 1: Initial stakeholder workshop.
- Month 3: Public visioning forum.
- Month 5: Draft presentation of financial pro forma to the Community Advisory Committee.
- Month 6: Final community event for participatory budgeting and submission of the final deliverables.

3. COMPENSATION

3.1 OIPA agrees to compensate Consultant for services rendered in the amount of \$[Total Contract Amount], payable according to the following schedule:

- [Milestone Payment 1]: Upon completion of stakeholder workshops and preliminary visioning.
- [Milestone Payment 2]: Upon submission of the draft financial pro forma.

- [Milestone Payment 3]: Upon final presentation and acceptance of deliverables.

3.2 Consultant shall submit invoices to OIPA, and payments shall be made within thirty (30) days of receipt of a valid invoice.

4. DELIVERABLES

4.1 Consultant shall provide the following deliverables:

- A comprehensive vision report incorporating stakeholder input and strategic recommendations.
- A financial pro forma detailing cost projections, revenue models, and funding sources.
- A final presentation to OIPA and the Community Advisory Committee.
- A Community Benefits Agreement framework to ensure equitable community participation and economic benefits.

5. INTELLECTUAL PROPERTY

5.1 All materials, reports, data, and any other deliverables produced as part of this engagement shall be considered "works for hire" and will be the sole property of OIPA upon full payment for services rendered.

5.2 If Consultant utilizes proprietary tools or methodologies, Consultant grants OIPA a non-exclusive, perpetual, and royalty-free license to use such tools or methodologies as part of the deliverables.

6. CONFIDENTIALITY

6.1 Consultant agrees to maintain the confidentiality of all information provided by OIPA and shall not disclose such information to any third parties without prior written consent.

7. INDEMNIFICATION

7.1 Consultant shall indemnify and hold harmless OIPA from any claims, losses, or damages resulting from Consultant's negligence, misconduct, or infringement of intellectual property rights.

8. TERMINATION

8.1 Either party may terminate this Agreement upon thirty (30) days' written notice. In the event of termination, Consultant shall be compensated for all work completed up to the effective termination date.

9. DISPUTE RESOLUTION

9.1 Any disputes arising under this Agreement shall first be resolved through mediation. If mediation is unsuccessful, disputes shall be resolved through arbitration in [Jurisdiction].

10. MISCELLANEOUS

10.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

10.2 This Agreement shall be governed by the laws of the State of Nebraska.

10.3 Any modifications to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OMAHA INLAND PORT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

HR&A ADVISORS, INC.

By: _____

Name: _____

Title: _____

Date: _____



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of January 3, 2025 (“Effective Date”) between MGT Impact Solutions, LLC (“MGT”), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the Omaha Inland Port Authority (“Client”), located at 1819 Farnam St., Suite LC-1, Omaha, NE 68183, collectively referred to herein as the “Parties.”

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT’s services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT’s provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT’s provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work (“SOW”).

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information (“Services”) each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW (“Contract Documents”). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT’s discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement. This Agreement will automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.



5. INSURANCE. During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

- a. Commercial General Liability \$1,000,000 per occurrence \$2,000,000 annual aggregate
- c. Business Automobile Liability \$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
- d. Umbrella/Excess Liability \$10,000,000 per occurrence & aggregate, follows form
- e. Worker's Compensation Per Statute
- f. Employer's Liability \$1,000,000 each accident
- f. Professional Liability \$6,000,000 aggregate

6. INDEMNIFICATION. To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Parties failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party's request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

7. LIMITATION OF LIABILITY. MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.



To the extent permitted by law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Florida, irrespective of the choice of laws principles of the state of Florida, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Hillsborough County, Florida and Client hereby accepts venue in each such court.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Tampa, Florida. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services.



MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.



16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act (“FUTA”), income tax withholding, worker’s compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To MGT Impact Solutions, LLC: To Client:

Name: MGT Impact Solutions, LLC Name: Omaha Inland Port Authority ATTN:
 Legal Notice/Contracts ATTN: Thomas H. Warren, Sr. Address: 4320 West Kennedy
 Blvd. Address: 1819 Farnam St., Suite LC-1 Tampa, FL 33609 Omaha, NE 68183
 Email: contracts@mgt.us Email: Thomas.warren@cityofomaha.org

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

21. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive



22. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other clients, persons, or companies as MGT sees fit, so long as the performance of such Services does not interfere with MGT's performance of obligations under this Agreement, and do not create a conflict of interest.

24. THIRD PARTY BENEFICIARIES. Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT IMPACT SOLUTIONS, LLC OMAHA INLAND PORT AUTHORITY

Terrell McKinney Verified by pdfFiller
02/18/2025

Name: A.

Trey Traviesa Name: Terrell McKinney

Title: CEO Title: Board Chair

Date: Date:



**EXHIBIT A
EXECUTIVE RECRUITMENT STATEMENT OF WORK**

As of December 18, 2024 (“Effective Date”), **MGT Impact Solutions, LLC (“MGT”)** and **Omaha Inland Port Authority (“Client”)** execute this Statement of Work (“SOW”) pursuant to the Master Services Agreement between the Parties dated January 3, 2025 (“Agreement”).

1. PROJECT-

Executive Recruitment for the position of Executive Director.

2. SCOPE

MGT will provide recruitment and selection services in accordance with MGT’s proposal dated December 13, 2024. All terms of the Proposal are incorporated herein by reference and supersede the event of a conflict.

3. PERIOD OF PERFORMANCE/PROJECT TIMELINE

The term of this Statement of Work begins on the Effective Date and terminates upon project completion.

4. COMPENSATION AND REIMBURSABLE EXPENSES

- A. Fee. The flat fee for the Services described above is \$33,000
- B. Expenses. \$6,500 (not to exceed)

5. INVOICING AND PAYMENT

1st Invoice: 40% of the recruitment fee will be due upon contract award. 2nd Invoice: 40% of the recruitment fee and expenses incurred to date will be due upon presentation of candidates.

Final Invoice: the balance of fees and expenses will be due upon completion of the recruitment.

CLIENT BILLING CONTACT

Name _____

Email Address and Telephone No. _____

Terrell McKinney Verified by pdfFiller
02/12/2025

Name: A. Trey

Traviesa Name: Terrell McKinney

Title: CEO Title: Board Chair

Date: Date:

