RESOLUTION AUTHORIZING CHAIRMAN TO SIGN CONTRACT FOR JUVENILE COURT LEGAL SERVICES WITH KATRINE M. HERRBOLDT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate power; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County requires the services of attorneys for the performance of certain legal services in the Separate Juvenile Court of Sarpy County, Nebraska.

WHEREAS, A contract has been proposed between Sarpy County and Katrine M. Herrboldt for professional legal services in the Separate Juvenile Court of Sarpy County Nebraska, a copy of which is attached; and,

WHEREAS, entering into the attached contract is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Chairman and Clerk are hereby authorized to execute on behalf of Sarpy County, Nebraska the contract with Katrine M. Herrboldt for juvenile court legal services, a copy of which is attached hereto, 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 applicable law on the _______15th_______ day of May, 2018.

Attest:

SEAL

Sarpy County Board Chairman

County Clerk
Memo

To: Sarpy County Board

From: Brian Hanson

Re: Juvenile Court Legal Services

Sarpy County recently received a resignation letter from Ann Davis who has served as a Juvenile Court Appointed Attorney for a number of years. Her resignation is effective May 31, 2018.

In reviewing the attorney appointments made by Juvenile Court in cases where the Public Defender and the contract attorneys have a conflict, it was noted that the majority of the appointments were made to attorney Katrine Herrboldt. Juvenile Court Judges Gendler and O'Neal were contacted about appointing Katrine Herrboldt to replace Ann Davis and both gave a favorable response.

Ms. Herrboldt received her J.D. from Creighton University in 2005. For the last twelve years, the majority of her practice has been focused on Juvenile Law in Douglas County and Sarpy County. She is currently a solo practitioner and is located in Papillion, Nebraska.

The contract will be effective June 1, 2018 and will have the same terms and termination date as the other Juvenile Court Appointed Attorney contracts. Please let me know if you have any questions.

Yours Truly,

[Signature]
Brian Hanson, Fiscal Administrator

cc: Dan Hoins
Scott Bovick
Judge Gendler
Judge O'Neal
Deb Houghtaling
CONTRACT FOR JUVENILE COURT LEGAL SERVICES

This Contract is entered into by and between the COUNTY OF SARPY, of the State of Nebraska, a body politic and corporate, and hereinafter “County”, and an attorney or a coalition of attorneys licensed to practice in the State of Nebraska, and hereinafter “Counsel”.

WHEREAS, County is obliged to provide legal representation for children, their parents, either jointly or severally, and/or the services of a guardian ad litem in the Separate Juvenile Court of Sarpy County, Nebraska; and,

WHEREAS, the County provides such representation through the Office of the Sarpy County Public Defender on behalf of the Court; and,

WHEREAS, said Office from time to time is barred from representing certain children and/or their parents due to a conflict of interest arising under the Nebraska Code of Professional Responsibility, as adopted by the Nebraska Supreme Court and/or the case law of that Supreme Court; and,

WHEREAS, under such circumstances County is obliged to provide legal representation on behalf of the aforesaid Court through other counsel; and,

WHEREAS, Counsel holds herself out as having experience in Separate Juvenile Court; and,

WHEREAS, Counsel is desirous of offering legal services to County in the Separate Juvenile Court;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. TERM OF CONTRACT

This Contract shall be in full force and effect from June 01, 2018, through October 31, 2018, unless otherwise terminated as provided herein.

II. COUNSEL’S DUTIES:

A. Counsel declares, promises and warrants that he/she is an attorney in good standing, licensed to practice law in the State Courts of the State of Nebraska.

B. Counsel declares, promises and warrants that he/she will faithfully perform and
provide legal services pursuant to applicable State Statutes, the Nebraska Code of Professional Responsibility and the practice standards for guardians ad litem for juveniles in Separate Juvenile Court Proceedings (Standards) as an attorney in the Separate Juvenile Court of Sarpy County, Nebraska on behalf of any and all clients referred to him/her by that Court including but not limited to serving as defense counsel for a child, counsel for parents of a particular child (either jointly or severally), or as a guardian ad litem.

C. If Counsel cannot, through illness or otherwise, attend Court proceedings on behalf of his/her client, Counsel shall have the duty to secure a continuance of the proceedings, or find substitute counsel. Counsel shall include the hours of the substitute counsel in his/her monthly billing but Counsel will show no charge for substitute counsel. Substitute counsel shall be responsible for billing their own hours. Substitute counsel shall be qualified in the same manner as Counsel to provide services under this contract.

D. During the term of this contract, Counsel shall have complied with the training requirements set forth in Section 4-401 Guardians ad litem; Young Adult Bridge to Independence Attorneys; required training; appointments. Counsel shall provide proof of the completion of the required training within thirty (30) days of the effective date of this contract and annually thereafter.

E. Counsel may be required to defend clients on any and all misdemeanor or felony criminal charges, including but not limited to charges of motor vehicle homicide. Counsel shall not, however, be required to defend indigent persons against charges of manslaughter, or first or second degree murder, or aiding and/or abetting those offenses.

F. Counsel may, in his/her best professional judgment, employ experts and/or investigators to assist in the defense of the assigned criminal cases, but such employment shall be at Counsel's sole cost and expense, unless such employment is previously approved by the Court. Other costs incurred by Counsel, including but not limited to expenses for depositions, transcripts, bills of exception, filing
fees, travel expenses, long distance telephone calls, other court costs, and any other costs of whatever type or kind shall be reimbursed by County only when previously approved by the Court. Counsel shall be solely responsible for obtaining such an order.

G. Counsel declares, promises and warrants that he/she will not assess, bill, charge, or otherwise attempt to collect any fee, funds, or monies of whatever type or kind from clients assigned to Counsel by a Court. Counsel acknowledges that any such attempt is an unethical practice of law, that such efforts constitute a specific breach under this Contract, and will result in a formal disciplinary complaint to the Counsel for Discipline of the State of Nebraska.

H. Counsel acknowledges that he/she has an ethical duty to maintain records of clients served in order to prevent any actual or apparent conflict of interest, as required by the Nebraska Code of Professional Responsibility and case law, including State ex rel. FirsTier Bank v. Buckley, 244 Neb. 838 (1993), and State ex rel. Creighton University v. Hickman, 245 Neb 247 (1994). In addition, Counsel shall prepare and maintain records as proved in Section E (3) of the Standards for cases in which Counsel is appointed as Guardian Ad Litem for a minor. The Guardian Ad Litem Report identified in Appendix 1 of the Standards shall be provided to the court at least forty eight (48) judicial hours before the hearing. Counsel shall be solely responsible for maintaining such records, and notifying the Court of any conflict prior to representing a particular client. Counsel shall also be liable for any and all consequences arising out of a breach of this duty.

I. If Counsel's license to practice law is suspended or revoked, Counsel shall notify County of such suspension or revocation within three (3) days of that disciplinary action.

J. Counsel may find it necessary in his/her professional opinion to appeal a decision from the Separate Juvenile Court to the Nebraska Court of Appeals or Supreme Court; or, to file a petition for termination of parental rights or determination of
paternity or guardianship under Sections 28, 29 and 30 of the 1998 Neb. Laws LB 1041, as the same may be later amended. Such representation shall be at one-half (½) Counsel's usual rate for legal services, but said fee shall not exceed Eighty Five Dollars ($85) per hour. Reimbursement for extraordinary expenses during an appeal shall be made as set forth above, and shall not be paid by County unless previously approved by the Court. For each case to be appealed or petition filed the Juvenile Court Judge shall conduct a new financial hearing to determine the ability of the parties to pay attorneys' fees and costs of the appeal.

K. During the term of this Contract, for the cases from which the Sarpy County Public Defender has been disqualified such cases shall be distributed proportionally. A monthly list showing total appointments made by the Court will be furnished to Counsel by the Court.

L. Counsel agrees to communicate with the Court Appointed Special Advocate as soon as possible after appointment and on a regular basis thereafter.

M. Counsel agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. Counsel 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 Counsel is an individual or sole proprietorship, the following applies:

1. Counsel must complete the United State Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If Counsel indicates on such attestation form that he or she is a qualified
alien, Counsel agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. Counsel understands and agrees that lawful presence in the United States is required and the Counsel may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

III. COUNTY’S DUTIES:

A. In return for Counsel’s performance of the duties described above, County promises to pay Counsel for the term of this Contract at the rate of $60 for each hour actually and necessarily worked in the performance of this contract. Charges to the County shall be billed for each 1/10 of an hour. Such compensation shall not be paid for hours associated with training, travel (except for mandatory meetings) or time waiting for hearings or meetings to begin.

B. All payments by the County under this contract shall be made by electronic funds transfer (EFT) except as provided herein. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer. In the event the County is unable to release one or more payments by EFT, the Contractor agrees to accept payment by check or some other mutually agreeable method of payment.

C. Payments for services hereunder shall be made within the first fifteen (15) days after the billing hours and expenses are approved by the Separate Juvenile Court and forwarded to the County Clerk’s Office.

D. Payment for extraordinary expenses approved by the Court shall be made as provided in C. above.

IV. RECORD KEEPING AND CONFIDENTIALITY OF RECORDS:

A. Counsel declares, promises and warrants that he/she will keep records showing the actual time spent and type of services provided and record of expenses for
each client which Counsel shall represent under this Contract. A report containing this information, in the format shown on Exhibit B with a total for each case and a composite total for all cases for the month shall be provided by Counsel to the Juvenile Court Judge for approval and submitted to the County each month for payment (attn.: Mikala Gansemer, Sarpy County Fiscal Administration). Counsel promises to keep all required records available for a period of three (3) years after the date of final disposition, and shall make those records available to representatives of County during normal business hours. Nothing in this Contract shall be deemed to require Counsel to violate any attorney-client privilege, or otherwise disclose confidential information received from any client.

V. **ASSIGNABILITY:**
Neither Party to this Contract may assign any benefit, nor delegate any duty hereunder, to any person, firm, organization, or corporation, without the prior written consent of the other.

VI. **TAXES:**
The Parties hereto stipulate and agree that any and all expenses, including but not limited to overhead, costs, fees, taxes, health, liability, or unemployment insurance, dues, professional fees, and any other expenses of whatever type and kind, assessed against Counsel shall be the exclusive obligation of Counsel.

VII. **SEVERABILITY CLAUSE:**
It is understood and agreed by the Parties hereto that if any part, term, or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining terms and conditions, provision or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

VIII. **Nondiscrimination Clause:**
The parties hereto promise to abide by the Americans With Disabilities Act of 1990, (42

IX. CONFLICT OF INTEREST CLAUSE:

Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or employee of County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

X. USE OF OUTSIDE AGENTS:

Counsel warrants that it has not employed or retained any County or person, other than a bona fide employee working for Counsel, to solicit or secure this contract, and that Counsel has not paid or agreed to pay any County or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
XI. **NON-RAIDING CLAUSE:**
Counsel shall not engage the services of any person or persons presently in the employ of the County for work covered by this Contract without the written consent of the employer of such person or persons.

XII. **NATURE OF THE RELATIONSHIP:**
Each Party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each Party is an independent contractor, and neither Party is nor will become the employee of the other as a result of the relationship created by this contract.

XIII. **INTEGRATION CLAUSE:**
This Contract contains the entire Contract between the Parties, and there are no other written or oral promises, Contracts or warrants which may affect it, except as contained herein. This Contract cannot be amended except by written Contract of both parties.

Notice to the Parties shall be given in writing to the agents for each Party named below:

**County:** Ms. Deb Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive  
Papillion, NE 68046

**Counsel:**  
Kathrine M. Herrboldt  
P.O. Box 460852  
Papillion, NE 68046

XIV. **COMPLIANCE WITH LAWS:**
Counsel shall comply with all Federal and State laws applicable to this Contract, including but not limited to those set forth herein.

XV. **TERMINATION:**
Either Party may terminate this Contract upon thirty (30) days written notice to the other. Such termination shall not constitute a breach.

XVI. **HOLD HARMLESS CLAUSE:**
Counsel shall indemnify and hold harmless Sarpy County, its Board of Commissioners, elected officials, officers, agents, employees and/or representative from all claims,
demands, suits, actions, payments, liability, and judgements, including attorneys fees, arising from the acts, actions, inaction or activities, or breach of professional or ethical duty or duties, whether a result of negligence, intentional or willful misconduct of Counsel.

XVII. CONSEQUENCES OF BREACH:
Should Counsel breach, violate or abrogate any term, condition, clause, or provision of this Contract, County may, at its discretion, terminate this Contract forthwith, upon written notice to Counsel. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law. Delay or failure of County to enforce at any time the provisions hereunder shall not constitute a waiver of the right of the County thereafter to enforce such provision(s). No remedy or election hereunder shall be deemed exclusive but shall be cumulative with and nonexclusive of all other remedies at law or in equity.

XVIII. APPLICABLE LAW:
This contract shall be construed under the laws of the State of Nebraska.

XIX. EFFECT OF HEADINGS:
Section headings in this Contract are for convenience only and shall not be used to construe the provisions herein.
EXECUTED IN DUPLICATE THIS 15th DAY OF May, 2018.

COUNTY OF SARPY
A Body Politic and Corporate.

Attest:

County Clerk

APPROVED AS TO FORM AND CONTENT:

Deputy County Attorney

Counsel

Chairman, Board of Commissioners
STATE OF NEBRASKA )
 ) ss.
COUNTY OF SARPY )

On this the 4th day of May, 2018, before me, a Notary Public within and for said county, appeared Katrina Herrboldt and thereupon she executed the above and foregoing Contract and acknowledged the same to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, at the City of Papillion, County of Sarpy, State of Nebraska.

TRAVIS DAVID
State of Nebraska-General Notary
My Commission Expires October 19, 2021
(SEAL)

Notary Public
For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

- I am a citizen of the United States.

- OR -

- I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: ________________________, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME
Katrine Mercy Herrboldt
(first, middle, last)

SIGNATURE

DATE
5/3/18
Search Eligible Lawyers for Juvenile Guardian Ad Litem

County of Residence: Sarpy
Last Name: Herrboldt

Lawyer: Herrboldt, Katrine Mercey
County: Sarpy
Expiration Date: 12/31/2018

https://mcle.wcc.ne.gov/ext/SearchGuardianAdLitem.do

5/2/2018
# Annual Report

**HERRBOLDT, KATRINE MERCEY**

**Bar No.:** 23180  
**Date of Birth:** 08/08/1961

**Home Address**  
2024 STILLWATER DR  
PAPILLION, NE 68046  
402-991-2081

**Office Address**  
PO Box 460852  
Papillion, NE 68046  
402-502-4434

**2017 Continuing Legal Education Hours Attended:** 10.25

**2016 Hours Carried Forward:** 5.0

**Less 2017 requirement:** 10.0

- Not applicable to 2017 Bar Admittees

**2017 Prof. Resp. Hours Attended:** 2.0

**Total Continuing Legal Education Hours to Date:** 15.25

**Continuing Legal Education Hours Carried Forward:** 5.0

**Not to exceed 5 hours**

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<th>Date &amp; Location</th>
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<td>Sex Trafficking, Social Media, and our Youth</td>
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Annual Report

HERRBOLDT, KATRINE MERCEY

Home Address
2024 STILLWATER DR
PAPILLION, NE 68046
402-991-2081

Office Address
PO Box 460852
Papillion, NE 68046
402-502-4434

2015 Continuing Legal Education Hours Attended: 14.0

2014 Hours Carried Forward: 5.0

Less 2015 requirement: 10.0

Total Continuing Legal Education Hours to Date: 19.0

Continuing Legal Education Hours Carried Forward: 5.0

Not to exceed 5 hours

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