RESOLUTION AUTHORIZING CHAIRMAN TO SIGN CONTRACTS FOR JUVENILE COURT LEGAL SERVICES

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

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

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 certain contracts for juvenile court legal services, copies of which are attached hereto, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 20th day of November, 2018.

Chair, Sarpy County Board

Sarpy County Clerk
Memo

To: Sarpy County Board

From: Brian Hanson

Re: Juvenile Court Appointed Attorneys

The contracts Sarpy County has with five attorneys to provide Juvenile Court Appointed Attorney services are at end and need to be extended. The proposed new contract (see attachment) is very similar to the old contract except for some minor clarifications regarding prompt reporting to the Court and clients.

The current rate of compensation is $60 per hour. The proposed new rate for the first year is $63 per hour and for the second year is $65 per hour. The $65 per hour rate will match the rates currently paid by both Lancaster and Douglas Counties.

Please let me know if you have any questions.

Sincerely,

Brian E. Hanson

BEH/mag

cc: Deb Houghtaling
    Dan Hoins
    Scott Bovick
    Judge Gendler
    Judge O'Neal
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 Ann E. Ebser 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:

1
I. TERM OF CONTRACT

This Contract shall be in full force and effect from November 1, 2018 and October 31, 2020, 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. Counsel further declares that it will comply with Rule § 6-1705 established by the Nebraska Supreme Court, which can be found at https://supremecourt.nebraska.gov/supreme-court-rules/chapter-6-trial-courts/article-17-uniform-separate-juvenile-court-rules-practice-procedure/%C2%A7-6-1705-practice-standards-guardians-ad-litem-juveniles-separate-juvenile-court-proceedings.

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 shall be required to meet within their client within fourteen (14) calendar days of receiving notice of appointment, unless expressly waived by the Court. Thereafter, Counsel shall be required to meet with their client a minimum of every 90 days, except when such client is an infant or toddler, and shall have more frequent contact if such is mandated by the Nebraska Juvenile Code. Failure to do so may result in non-payment for court appearances, removal as Counsel from the case, or cancellation of this Contract.

G. Counsel shall agree to regularly check and maintain electronic communications with their client, including but not limited to, communications regarding youth clients who are detained or removed from their residence. Counsel shall make every effort to be present at any and all hearings that are set, including any professional conferencing set before the hearings.
H. Counsel shall promptly appear at designated times and dates for any pre-hearing conference set by the Court and shall make every available effort to communicate with their client, except when such client is an infant or toddler, prior to such appearance.

I. All Guardian Ad Litem ("GAL") reports shall be submitted to the Court at least forty-eight (48) judicial hours prior to the hearing, unless expressly waived by the Court because of extenuating circumstance. Failure to do so may result in non-payment for any court appearance associated with such report.

J. 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.

K. 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.

L. 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. First Tier 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.

M. 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.

N. 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 attorney's' fees and costs of the appeal.
O. 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.

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

Q. 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 $63 for each hour actually and necessarily worked in the performance for the first year of this Contract, and $65 for each hour actually and necessarily worked in the performance of the second year 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:**


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: Anna Ebner

1231 Golden Gate Drive

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 attorney's 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
EXECUTED IN DUPLICATE THIS _________ DAY OF ________________, ________.

COUNTY OF SARPY
A Body Politic and Corporate.

(SEAL)

Attest:

__________________________________________
County Clerk

By
Chairman, Board of Commissioners

APPROVED AS TO FORM AND CONTENT:

[Signature]
Deputy County Attorney

[Signature]
Counsel
STATE OF NEBRASKA   

) ss.

COUNTY OF SARPY   

On this the 13 day of November, A.D. 2018, before me, a Notary Public within and for said county, appeared __________, 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.
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 Colleen D Bergan, 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 November 1, 2018 and October 31, 2020, 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. Counsel further declares that it will comply with Rule § 6-1705 established by the Nebraska Supreme Court, which can be found at https://supremecourt.nebraska.gov/supreme-court-rules/chapter-6-trial-courts/article-17-uniform-separate-juvenile-court-rules-practice-procedure/%C2%A7-6-1705-practice-standards-guardians-ad-litem-juveniles-separate-juvenile-court-proceedings.

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.

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I. All Guardian Ad Litem ("GAL") reports shall be submitted to the Court at least forty-eight (48) judicial hours prior to the hearing, unless expressly waived by the Court because of extenuating circumstance. Failure to do so may result in non-payment for any court appearance associated with such report.

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K. 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.

L. 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. FirstTier 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 I 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.

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O. 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.

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

Q. 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 $63 for each hour actually and necessarily worked in the performance for the first year of this Contract, and $65 for each hour actually and necessarily worked in the performance of the second year 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:


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: Colleen D Bergren
1231 Golden Gate Dr
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 attorney’s 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
EXECUTED IN DUPLICATE THIS ___________ DAY OF ________________, ________.

COUNTY OF SARPY
A Body Politic and Corporate.

(SEAL)

Attest:

______________________________
County Clerk

______________________________
By
Chairman, Board of Commissioners

APPROVED AS TO FORM AND CONTENT:

______________________________
Deputy County Attorney

______________________________
Counsel
STATE OF NEBRASKA  

)  

) ss.  

COUNTY OF SARPY  

On this the 7th day of November, A.D. 2018, before me, a Notary Public within and for said county, appeared Colleen D. Berger 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.

(Seal)  
Notary Public
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 November 1, 2018 and October 31, 2020, 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. Counsel further declares that it will comply with Rule § 6-1705 established by the Nebraska Supreme Court, which can be found at https://supremecourt.nebraska.gov/supreme-court-rules/chapter-6-trial-courts/article-17-uniform-separate-juvenile-court-rules-practice-procedure/7-0-1705-practice-standards-guardians-ad-litem-juveniles-separate-juvenile-court-proceedings.

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 shall be required to meet within their client within fourteen (14) calendar days of receiving notice of appointment, unless expressly waived by the Court. Thereafter, Counsel shall be required to meet with their client a minimum of every 90 days, except when such client is an infant or toddler, and shall have more frequent contact if such is mandated by the Nebraska Juvenile Code. Failure to do so may result in non-payment for court appearances, removal as Counsel from the case, or cancellation of this Contract.

G. Counsel shall agree to regularly check and maintain electronic communications with their client, including but not limited to, communications regarding youth clients who are detained or removed from their residence. Counsel shall make every effort to be present at any and all hearings that are set, including any professional conferencing set before the hearings.
H. Counsel shall promptly appear at designated times and dates for any pre-hearing conference set by the Court and shall make every available effort to communicate with their client, except when such client is an infant or toddler, prior to such appearance.

I. All Guardian Ad Litem ("GAL") reports shall be submitted to the Court at least forty-eight (48) judicial hours prior to the hearing, unless expressly waived by the Court because of extenuating circumstance. Failure to do so may result in non-payment for any court appearance associated with such report.

J. 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.

K. 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.

L. 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. FirstTier 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.

M. 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.

N. 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 attorney’s’ fees and costs of the appeal.
O. 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.

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

Q. 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 $63 for each hour actually and necessarily worked in the performance for the first year of this Contract, and $65 for each hour actually and necessarily worked in the performance of the second year 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:**


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: Lisa C. Lewis

11605 Miracle Hills Drive, Suite 300

Omaha, NE 68157

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 attorney's 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
EXECUTED IN DUPLICATE THIS ________ DAY OF ____________, _______.

COUNTY OF SARPY
A Body Politic and Corporate.

(SEAL)

Attest:

County Clerk

By
Chairman, Board of Commissioners

APPROVED AS TO FORM AND CONTENT:

Deputy County Attorney

Counsel
STATE OF NEBRASKA

COUNTY OF SARPY

On this the 13 day of November, A.D. 2018, before me, a Notary Public within and for said county, appeared Lisa C. Lewis 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.

(SEAL)

Notary Public
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 November 1, 2018 and October 31, 2020, 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. Counsel further declares that it will comply with Rule § 6-1705 established by the Nebraska Supreme Court, which can be found at https://supremecourt.nebraska.gov/supreme-court-rules/chapter-6-trial-courts/article-17-uniform-separate-juvenile-court-rules-practice-procedure%C2%A76-1705-practice-standards-guardians-ad-litem-juveniles-separate-juvenile-court-proceedings.

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.

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H. Counsel shall promptly appear at designated times and dates for any pre-hearing conference set by the Court and shall make every available effort to communicate with their client, except when such client is an infant or toddler, prior to such appearance.

I. All Guardian Ad Litem ("GAL") reports shall be submitted to the Court at least forty-eight (48) judicial hours prior to the hearing, unless expressly waived by the Court because of extenuating circumstance. Failure to do so may result in non-payment for any court appearance associated with such report.

J. 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.

K. 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.

L. 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. FirstTier 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 I 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.

M. 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.

N. 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 petitioned the Juvenile Court Judge shall conduct a new financial hearing to determine the ability of the parties to pay attorney’s fees and costs of the appeal.
O. 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.

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

Q. 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.statc.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 $63 for each hour actually and necessarily worked in the performance for the first year of this Contract, and $65 for each hour actually and necessarily worked in the performance of the second year 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:**


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
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: [Signature]
1231 Golden Gate Dr.
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 attorney’s 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
EXECUTED IN DUPLICATE THIS ___________ DAY OF __________________, __________.

COUNTY OF SARPY
A Body Politic and Corporate.

(SEAL)

Attest:

County Clerk                                                             By
Chairman, Board of Commissioners

APPROVED AS TO FORM AND CONTENT:

[Signature]
Deputy County Attorney

[Signature]
Counsel
STATE OF NEBRASKA

COUNTY OF SARPY

On this the 7th day of November, A.D. 2019, before me, a Notary Public within and for said county, appeared Jennifer A. Thompson 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.

(Seal) Notary Public
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 November 1, 2018 and October 31, 2020, 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. Counsel further declares that it will comply with Rule § 6-1705 established by the Nebraska Supreme Court, which can be found at [https://supremecourt.nebraska.gov/supreme-court-rules/chapter-6-trial-courts/article-17-uniform-separate-juvenile-court-rules-practice-procedure/%C2%A7-6-1705-practice-standards-guardians-ad-litem-juveniles-separate-juvenile-court-proceedings](https://supremecourt.nebraska.gov/supreme-court-rules/chapter-6-trial-courts/article-17-uniform-separate-juvenile-court-rules-practice-procedure/%C2%A7-6-1705-practice-standards-guardians-ad-litem-juveniles-separate-juvenile-court-proceedings).

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 shall be required to meet within their client within fourteen (14) calendar days of receiving notice of appointment, unless expressly waived by the Court. Thereafter, Counsel shall be required to meet with their client a minimum of every 90 days, except when such client is an infant or toddler, and shall have more frequent contact if such is mandated by the Nebraska Juvenile Code. Failure to do so may result in non-payment for court appearances, removal as Counsel from the case, or cancellation of this Contract.

G. Counsel shall agree to regularly check and maintain electronic communications with their client, including but not limited to, communications regarding youth clients who are detained or removed from their residence. Counsel shall make every effort to be present at any and all hearings that are set, including any professional conferencing set before the hearings.
H. Counsel shall promptly appear at designated times and dates for any pre-hearing conference set by the Court and shall make every available effort to communicate with their client, except when such client is an infant or toddler, prior to such appearance.

I. All Guardian Ad Litem ("GAL") reports shall be submitted to the Court at least forty-eight (48) judicial hours prior to the hearing, unless expressly waived by the Court because of extenuating circumstance. Failure to do so may result in non-payment for any court appearance associated with such report.

J. 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.

K. 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.

L. 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. First Tier 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 I 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.

M. 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.

N. 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 attorney's' fees and costs of the appeal.
O. 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.

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

Q. 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 $63 for each hour actually and necessarily worked in the performance for the first year of this Contract, and $65 for each hour actually and necessarily worked in the performance of the second year 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:**


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: Katrine 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.

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XVIII. **APPLICABLE LAW:**

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XIX. **EFFECT OF HEADINGS:**

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EXECUTED IN DUPLICATE THIS _________ DAY OF __________________, ________.

COUNTY OF SARPY
A Body Politic and Corporate.

(SEAL)

Attest:

_________________________________  By ________________________________
County Clerk

Chairman, Board of Commissioners

APPROVED AS TO FORM AND CONTENT:

_________________________________
Deputy County Attorney

_________________________________
Counsel

13
STATE OF NEBRASKA  

) ss.

COUNTY OF SARPY  

On this the 8\_\text{th} day of \text{November}, A.D. \text{2018}, before me, a Notary Public within and for said county, appeared \text{Katherine M. Heldt} 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.