RESOLUTION APPROVING AGREEMENT FOR COURT APPOINTED LEGAL SERVICES

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

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

WHEREAS, The County is obliged to provide legal representation for indigent parties in the District and County Courts; and,

WHEREAS, "Counsel" has the experience in the defense of criminal and misdemeanor matters; and,

WHEREAS, Counsel is desirous of offering legal services to the County as a Court appointed counsel; and,

WHEREAS, said contract is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT Contract with "Counsel", a copy of which is attached hereto, is hereby approved.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 19th day of July, 2016.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk

[Stamp]
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Alternate Public Defender/Court Appointed Attorney

As you are aware, on May 31, 2016 Ann Addison-Wageman provided the County with a thirty (30) day notice of termination to her court appointed attorney contract. The Purchasing Department has requested applications from interested attorneys and received four (4) proposals including: Jessica West, Patrick Oman, Reagan Melton & Delaney, and Schaefer Shapiro.

Interested applicants were requested to provide a summary of attorney education and experience as well as identification of proficient languages and office locations. After reviewing the applications, the Purchasing Department recommends the agreement be awarded to Schaefer Shapiro with the same terms and conditions as the previous court appointed attorney agreements.

Schaefer Shapiro is comprised of ten (10) attorneys with seven (7) handling criminal matters. The firm is comprised of attorneys who have knowledge in misdemeanor and felony cases with multiple attorneys having experience in public defender cases. Attorneys in the firm have been recognized as top performers for DUI cases and client satisfaction. Further, Schaefer Shapiro has both a Spanish speaking attorney and support staff member. As requested in the Request for Applications, they are committed to opening a Sarpy County office if awarded the contract.

June 21, 2016

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
District Court Judges (Arterburn, Zastera, Thompson)
County Court Judges (Wester, Hutton, Martinez)
CONTRACT WITH REAGAN MELTON & DELANEY LLP
FOR COURT APPOINTED 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 Reagan Melton & Delaney LLP, a firm licensed to practice in the State of Nebraska, and hereinafter “Counsel.”

WHEREAS, the County is obliged to provide legal representation for indigent parties in the District and County Courts of County; and,

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

WHEREAS, Counsel holds himself/herself out as having experience in the defense of criminal and misdemeanor matters; and,

WHEREAS, the Counsel is desirous of offering legal services to the County as a Court appointed counsel;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Term of Contract;

This Contract shall be in full force and effect from July 19, 2016 through June 30, 2017, 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 legal services pursuant to the Nebraska Code of Professional Responsibility as a Court appointed counsel for County on behalf of any and all clients referred to him/her by the County and District Courts of County. Such representation shall include, but not be limited to, appearing at all court proceedings for his/her client.

C. If Counsel cannot, through illness or otherwise, attend Court proceedings on behalf of his or her client, Counsel shall have the duty to secure a continuance of the proceedings, or find a fully qualified substitute counsel at no cost to the County.
D. Counsel shall represent all such clients on any criminal and misdemeanor matters assigned by the Court. Counsel shall not, however, be required to defend indigent persons against charges of first degree murder.

E. Counsel may, in his or her best professional judgment, employ experts and/or investigators to assist in the defense of the assigned 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 for exception, filing fees, travel expenses, long distance telephone calls, other court costs, and 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.

F. 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 form disciplinary complaint to the Counsel for Discipline of the State of Nebraska.

G. 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). 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, including but not limited to the cost of hiring replacement counsel.

H. 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.

I. Appellate cases beyond those brought to the District Court are excluded from this contract. Payment for such appellate cases shall be made by Sarpy County upon separate order from the Sarpy County District Court.

J. 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 Counsel is an individual or sole proprietorship, the following applies:

1. Counsel must complete the United States 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 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 the sum of Six Thousand Ninety Four Dollars and Forty One Cents ($6,094.41) per month for the first year of the Contract with 2% per annum increases thereafter.

B. Such payments and reimbursement for any Court approved expenses, shall be by Sarpy County Check.

C. Monthly payments for services hereunder shall be made within the first ten (10) business days of each month.

IV. Confidentiality of Records:

A. Counsel declares, promises and warrants that he/she will keep records showing the date of appointment, legal pleadings alleged, number of hours worked, record of expenses and date of final disposition for each client which Counsel shall represent under this Contract. Counsel promises to keep such 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.

B. Counsel shall, by the fifteenth (15th) day of each month during the term of this Contract, submit to County an itemized statement which contains a recitation of each case to which Counsel had been assigned during the previous month and the number of hours spent on each of those cases. If a case had been closed, the statement shall show that fact and the disposition of that case.

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 except as provided in Section II. C.

VI. Taxes:
The Parties hereto stipulate and agree that all taxes, health, liability, or unemployment insurance, professional fees and 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. Non-Discrimination Clause:
or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

IX. Conflict of Interest Clause:

Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 2007), 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 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/her personal interest, or any corporation, partnership or association in which he/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 employment 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 or 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, expect 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 68142

**Counsel:** Reagan Melton & Delaney  
9826 Giles Road, Suite B  
La Vista, NE 68128

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. However, it shall be the duty of Counsel to continue to represent any clients previously assigned by the Court. Counsel may petition the Court to be allowed to withdraw from any such representation. The Parties hereto acknowledge that the decision is entirely within the Court’s discretion. If Counsel’s petition to withdraw is denied, Counsel shall continue to represent the client’s interests, at no charge to the County.

XVI. **Hold Harmless Clause:**
Counsel shall indemnify and hold harmless County, its Board of Commissioners, elected officials, officers, agents, employees and/or representatives from all claims, demands, suits, actions, payments, liability, and judgments, including attorney 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 non-exclusive 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. **Effects of Headings:**
Section headings in this Contract are for convenience only and shall not be used to construe the provisions herein.

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Executed in duplicate this 19th day of July, 2016.

County of Sarpy,
A Body of Politic and Corporate

Chairman, Board of Commissioners

Deputy County Attorney

By:
President
CONTRACT WITH SCHAEFER SHAPIRO
FOR COURT APPOINTED 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 Schaefer Shapiro, a firm with attorneys licensed to practice in the State of Nebraska, and hereinafter “Counsel.”

WHEREAS, the County is obliged to provide legal representation for indigent parties in the District and County Courts of County; and,

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

WHEREAS, Counsel holds himself/herself out as having experience in the defense of criminal and misdemeanor matters; and,

WHEREAS, the Counsel is desirous of offering legal services to the County as a Court appointed counsel;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Term of Contract:
This Contract shall be in full force and effect from July 1, 2016 through June 30, 2017, 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 legal services pursuant to the Nebraska Code of Professional Responsibility as a Court appointed counsel for County on behalf of any and all clients referred to him/her by the County and District Courts of County. Such representation shall include, but not be limited to, appearing at all court proceedings for his/her client.
C. If Counsel cannot, through illness or otherwise, attend Court proceedings on behalf of his or her client, Counsel shall have the duty to secure a continuance of the proceedings, or find a fully qualified substitute counsel at no cost to the County.
D. Counsel shall represent all such clients on any criminal and misdemeanor matters assigned by the Court. Counsel shall not, however, be required to defend indigent persons against charges of first degree murder.

E. Counsel may, in his or her best professional judgment, employ experts and/or investigators to assist in the defense of the assigned 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 for exception, filing fees, travel expenses, long distance telephone calls, other court costs, and 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.

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G. 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). 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, including but not limited to the cost of hiring replacement counsel.

H. 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.

I. Appellate cases beyond those brought to the District Court are excluded from this contract. Payment for such appellate cases shall be made by Sarpy County upon separate order from the Sarpy County District Court.

J. 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 Counsel is an individual or sole proprietorship, the following applies:

1. Counsel must complete the United States 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 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 the sum of Six Thousand Ninety Four Dollars and Forty One Cents ($6,094.41) per month for the first year of the Contract with 2% per annum increases thereafter.

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V. Assignability:

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VI. Taxes:

The Parties hereto stipulate and agree that all taxes, health, liability, or unemployment insurance, professional fees and 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. Non-Discrimination Clause:

or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

IX. Conflict of Interest Clause:
Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 2007), 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 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/her personal interest, or any corporation, partnership or association in which he/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.

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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 or 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:**
**Schaefer Shapiro, LLP**  
**Attorneys at Law**  
1001 Farnam Street, Third Floor  
Omaha, NE 68102

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. However, it shall be the duty of Counsel to continue to represent any clients previously assigned by the Court. Counsel may petition the Court to be allowed to withdraw from any such representation. The Parties hereto acknowledge that the decision is entirely within the Court’s discretion. If Counsel’s petition to withdraw is denied, Counsel shall continue to represent the client’s interests, at no charge to the County.

XVI. **Hold Harmless Clause:**
Counsel shall indemnify and hold harmless County, its Board of Commissioners, elected officials, officers, agents, employees and/or representatives from all claims, demands, suits, actions, payments, liability, and judgments, including attorney 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 non-exclusive 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. **Effects of Headings:**
Section headings in this Contract are for convenience only and shall not be used to construe the provisions herein.

[BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
Executed in duplicate this _____ day of ____________________, 2016.

County of Sarpy,
A Body of Politic and Corporate

(SEAL)

Chairman, Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Attest:

Assistant for Corporation

By: President
Court Appointed Attorney
Request for Applications

Date: June 9, 2016

To: Interested Applicants for Court Appointed Attorney

Sarpy County is seeking applications from qualified attorneys to act as counsel for indigent defendants in criminal matters where the Public Defender is disqualified, except homicide cases and any appellate cases beyond those brought to the Court.

The successful applicant will complete the term of the currently appointed attorney who has resigned and will comply with all of the terms for the contract for court appointed legal services (see attached). The contract shall be in full force and effect from July 1, 2016 until June 30, 2017, unless otherwise terminated as provided within the agreement. The County will pay Counsel the sum of $6,094.41 per month for the term of the contract. Attached is a quarterly statement from the previous appointed attorney. This statement is for informational purposes only and is not intended to indicate any compensation, only an example of hours expended.

Interested applicants must agree to the attached contract. Further, applicants shall provide a summary of attorney education and experience. A minimum of five (5) years’ experience as a practicing attorney with significant experience in criminal law is required. Bilingual proficiency is not required. However, if applicant is bilingual identify proficient languages. The application shall list the location of the offices where services will be provided. Due to travel impediments, a Sarpy County office is preferred, but not required. The successful attorney must provide at least one backup attorney at successful attorney’s expense to provide coverage for court cases when the successful attorney is not available. The application shall indicate the name, education, experience and location of the backup attorney(s).

All questions and comments shall be directed to Beth Garber, bgarber@sarpy.com or (402) 593-4476. Applications shall be emailed to bgarber@sarpy.com by 12:00 p.m., June 16, 2016.
June 13, 2016

Application for Court Appointed Attorney - Sarpy County

Schaefer Shapiro, LLP would like to be considered to fulfill the contract. In response to the letter dated June 9, 2016 regarding information for the vacancy please consider the following:

Schaefer Shapiro is a firm comprised of 10 attorneys, 7 of which handle criminal matters. The civil attorneys are Mick Moriarty, Jon Jabenis, and Jim Riha. The criminal attorneys are Jim Schaefer, Glenn Shapiro, Jessica Douglas, Renee Mathias, Michael Wilson, Rob Schaefer and Joe Selde.

Jim Schaefer, partner, has been practicing since 1973 after obtaining his bachelor’s from UNO and J.D. from Creighton University. He began his career as a city prosecutor from 1973-1981. His entire career has been focused on criminal litigation. He was awarded the honor of becoming a Fellow through the Nebraska State Bar Association. The Omaha Magazine has named him the top DUI lawyer from 2012-2014. In 2014 he was named as one of the top ten from the National Academy of Criminal Defense Attorneys. Jim handles all areas of criminal law and has extensive jury and bench trial experience. He handles matters at the trial and appellate levels both in State and Federal Court. From the simplest misdemeanor to the high profile felony, Jim represents his clients with diligence and excellent application of the law. He is a member of the Omaha, Nebraska and National Bar Associations. He is a sustaining member of the Nebraska Association of Trial Attorneys, participates in the Association of Trial Attorneys of America, Nebraska State Delegate, Judicial Nominating Commission, past president of the Creighton University Alumni Association, Circle of Advocates in the Nebraska Association of Trial Lawyers, and a member of the Ethics Advisory Committee for the NSBA from 2003-2007.

Glenn Shapiro, partner, has been practicing since 1989 after obtaining a Bachelor’s of Science from UNO and J.D. from Creighton in 1989. Glenn has practiced criminal defense exclusively since admission to the Bar. He was president of the Domestic Moot Court Board in 1989 and president of the Omaha Barristers club in 1999. He is a member of the Omaha, Nebraska, and American Bar Associations. Glenn is also a member of the Nebraska Associations of Trial Attorneys and the Nebraska Criminal Defense Attorney Association. Glenn has extensive jury and bench trial experience and has handled several murder cases. He handles both the simple criminal matters and the complex criminal cases. He practices in both State and Federal Court at the trial and appellate levels. Glenn has experience with various experts and motion practice pertaining to the validity of search warrants, forensic evidence, admissibility of statements, and mental competency. He also excels at challenging recorded evidence. He has an unwavering commitment to the preservation of
defendant’s rights and is thorough at pursuing his client’s defenses.

Jessica P. Douglas, partner, graduated from Occidental College in 2000 and obtained her J.D. from Creighton in 2003. With her J.D. she earned concentrations in Criminal Law & Procedure and Dispute Resolution. She also earned a CALI in pretrial litigation. She was an assistant Douglas County Public Defender from 2004 - 2008. At the public defender’s office she maintained a case volume of over 200 cases, representing Spanish speaking clients in Misdemeanor and Felony cases. In 2008 she became an Assistant Federal Public Defender for the District of Nebraska. She attended several trial training programs throughout the United States including graduating from the National Criminal Defense Trial College “NCDC” in Macon, Georgia in 2008. She also completed NCDC’s course on Advanced Cross Examination in 2015. In addition to defense work, she worked as a Washington County Attorney prosecuting felony cases. She handles all levels of misdemeanor and felony cases at the State and Federal level. She has extensive bench and jury trial experience in criminal matters. In addition to State appeals she has appeared before the 8th Circuit Court of Appeals on multiple occasions. Jessica maintains guardian ad litem and bridge to independence certifications for her practice in juvenile court. Jessica has been chair of the Omaha Law League bridge club, social treasurer, serving on the Omaha Law League Board, the NSBA barrister’s ball committee, a member of the NSBA Leadership Academy, chair of the NSBA Leadership Academy’s annual law and media day, Sarpy County Inn for Inns of Court, she is a member of the Omaha, Nebraska, and American Bar Associations, recipient of the National Trial Lawyers Association, “Top 40 Under 40” 2014 and 2015, a member of Lawyers of Distinction 2015 and 2016. She is also licensed in Illinois and the Omaha Tribe of Thurston County. Jessica is proficient in the Spanish language.

Renee L. Mathias, partner, graduated from Creighton University with a BSBA in Finance and Marketing with a minor in Accounting with honors in 2004 and obtained her J.D. from Creighton in 2004. She is licensed in Nebraska, Illinois, and Iowa. Renee began her career as a Douglas County Attorney in the sexual assault of children unit, juvenile court, domestic violence unit, and financial crimes unit. After leaving the county attorney’s office she joined the Schaefer Shapiro firm where she handles all levels of criminal cases. In 2015 she was named in the top 10 for client satisfaction. She has had numerous bench and jury trials in addition to arguing her own appeals at the State and Federal level. She is on the federal CJA panel for criminal conflict appointments and handles matters in juvenile court. She is a certified mediator and a guardian ad litem. She is a hearing officer with the NEOC. Renee completed the National Criminal Defense College Advanced Cross Examination course in 2015. She has done extensive training through the Douglas County Attorney’s office regarding scientific evidence, law enforcement techniques, and how to build a successful prosecution. Since joining Schaefer Shapiro, Renee continues her education by attending the annual criminal defense program hosted by the Federal Defender’s Office, and trial skill courses throughout the country.

Michael J. Wilson, associate, graduated from UNL with a bachelors of Science in 2001 and obtained his J.D. from Michigan State Cum Laude in 2005. He is a member of the Nebraska State, Illinois State, and Chicago Bar Associations. Prior to joining Schaefer Shapiro, Mike worked at the Public Defender’s Office in Chicago, Illinois and interned at the U.S. Attorney’s office in Chicago. He handles all levels of criminal matters and does comprehensive motion practice when representing
criminal defendants. Michael does extensive appellate work in both State and Federal Courts. He also handles murder appeals and grievances by inmates. He works with victims of Domestic Violence, assisting them with their legal needs, project innocence, and veteran needs on a voluntary and reduced fee basis.

Robert Schaefer, associate, graduated in 2002 with a Bachelors in the Culinary Arts and obtained his J.D. in 2015 from Creighton University. Through law school Rob interned at Schaefer Shapiro. As an intern he second chaired a felony jury trial and researched various criminal motion topics for the criminal attorneys. As a new attorney he handles general criminal matters and works closely with the other attorneys in the firm to develop his trial skills.

Joe Selde, associate, graduated from Santa Clara University with a bachelors of psychology in 2007, earned his Masters in Science from Creighton University in 2010, and obtained his J.D. from Creighton in 2015. He is a new associate in our firm who handles basic criminal matters. He joined Schaefer Shapiro to develop a criminal practice. During law school he interned at Sodoro, Daly, Shomaker, and Selde. He is also a licensed mediator and arbitrator.

As an established criminal defense firm we have 5 support staff consisting of secretaries and paralegals. In addition to having a Spanish speaking attorney, one of our secretaries speaks Spanish and we are able to provide services on site for Spanish speaking clients for any of our attorneys. Our main office is on 10th & Farnam in downtown Omaha. We have looked at opening a satellite office in Sarpy County for the purposes of this contract. Should we obtain the contract we are committed to obtaining space within Sarpy County to accommodate client meetings with individuals who prefer not to come to downtown Omaha. Many of the attorneys in our office appear in Sarpy County on a regular basis and already handle cases involving the county attorney’s office, law enforcement, probation, and corrections. One of the partners would take the responsibility of reviewing each conflict cases and managing the time spent on the case to ensure that the lawyer handling the case has sufficient experience to meet the needs of the client. When there are complex matters, or a felony case is going to trial, our firm typically provides two attorneys to review the case, prepare the client for trial, and participate in the entire trial. We will use that same approach with this contract. With the vast experience of the lawyers at Schaefer Shapiro we are confident that we can provide the best possible defense to the clients. We have reviewed the terms of the contract and are agreeable to satisfying the remainder of the current contract. Thank you for your consideration and please contact us with any further questions.

Sincerely,

James Schaefer  Glenn Shapiro  Jessica Douglas  Renee Mathias
Partner       Partner       Partner       Partner
June 14, 2016

VIA E-MAIL
Beth Garber
Purchasing/Contract Administrator
bgarber@sarpy.com

Re: Application for Court-Appointed Attorney

To Whom It May Concern:

The undersigned does hereby apply to compete the contract term held by Ann Addison Wageman with Sarpy County for the representation of indigent defendants. I have reviewed the Court-Appointed Attorney Request for Applications dated June 9, 2016 and do herewith submit this letter as application for appointment as counsel for indigent defendants in criminal cases where the public defender is disqualified. It is my understanding that Michael Schirber also holds a similar contract with the County and that the appointment of indigent defendants will be shared in the alternate public defender matters.

I have reviewed the contract attached to the June 9, 2016 memo and agree with the terms and conditions contained therein, and more specifically, state that I am able and willing to abide by the terms and conditions of said contract.

The attorneys who would be participating through my office as counsel include the following:

A. Steven M. Delaney
   Education & Experience: Creighton University School of Law, 1988, J.D.; 28 years handling misdemeanor and felony cases.
   Location: La Vista, NE

B. Ronald E. Reagan
   Education and Experience: Creighton University School of Law, 1967, J.D.; Handling felony and misdemeanor cases for almost 50 years.
   Location: La Vista, NE
C. Stephanie Shearer  
Education & Experience: Creighton University School of Law, 2000, J.D., 16 years handling misdemeanor and felony cases.  
Location: La Vista, NE  

D. Richard W. Whitworth  
Education & Experience: Creighton University School of Law, 1993, J.D.; 23 years of handling misdemeanor cases.  
Location: La Vista, NE  

E. A. Bree Robbins  
Education & Experience: University of Nebraska College of Law, 2013, J.D.; 3 years of handling misdemeanor cases.  
Location: La Vista, NE  

If any additional information is needed or requested, please do not hesitate to contact me. Thank you.  

Yours very truly,  

/s/ Steven M. Delaney  

Steven M. Delaney
June 13, 2016

Dear County Board:

As a dedicated public defender seeking to relocate my practice to Sarpy County, I am interested in applying to fill the Alternate Public Defender Contract. My extensive experience as a misdemeanor and felony criminal defense attorney in the Douglas County Public Defender’s Office along with the convenient office location I have secured in Sarpy County if selected make me the ideal candidate to fill this position.

Working as the Alternate Public Defender allows me to practice the area of law I am most passionate about, in the community closest to my family. I am very excited about the opportunity to operate my own office while continuing my work in indigent defense.

I am the ideal candidate because I am experienced in criminal law and dedicated to indigent defense. For the past five years, I have closed over 1,500 misdemeanor cases and 250 felony cases. Currently, I manage a caseload of 141 clients with charges ranging from misdemeanor traffic to first-degree murder. I have had multiple felony jury trials and felony and misdemeanor bench trials. In addition to litigating each case, I am responsible for investigation, correspondence, all motions and briefs, the filing, writing, and arguing of direct appeals, and scheduling jail visits, motions, and trials to avoid conflicts. As a public defender, I understand that this type of comprehensive representation of indigent clients from arraignment through direct appeal promotes justice and strengthens our community.

From a practical standpoint, I am also an ideal candidate because I have secured office space directly across the street from the Sarpy County Courthouse. Such close proximity to the Courthouse allows me to be readily available for hearings, pretrial conferences, and other issues that may arise. Sarpy County should select me as Alternate Public Defender because I am conditioned to efficiently handle the demands of the contract, positioned to be readily available for Judges, prosecutors, and clients, and dedicated to continue providing indigent clients with zealous representation.

Enclosed please find my resume, letters of recommendation, and backup counsel’s contact information. Thank you for your consideration.

Sincerely,

Jessica C. West
Attorney at Law
Jessica Clark West  
Office Location if Selected: 304 Olson Drive, Papillion, NE 68046  
(402) 889-5719  
jwestlaw@gmail.com

**Education**

**University of Nebraska College of Law**  
Juris Doctor, with Distinction, 2011  
- Order of the Barristers, 2011  
- Trial Team, 2010-11  
- McGrath North Excellence in Legal Writing Award, 2009

**University of Nebraska – Lincoln**  
Bachelor of the Arts, with Distinction, 2011  
- University Speech Team 2004-08, All-American and National Champion, 2008  
- Writing Consultant, UNL Writing Center 2008

**Bar Admissions**

- State: Nebraska

**Experience**

**Douglas County Public Defender Office**  
Assistant Public Defender, September 2011-present  
I defend clients charged with misdemeanor and felony offenses including DUIs, Assaults, Sexual Assaults, Fraud, Robbery, Possession of Controlled Substances, and Murder. I provide comprehensive representation of clients at all stages of proceedings, from arraignment through direct appeal including oral argument before the Nebraska Supreme Court. *State v. Payne-McCoy*, 818 NW 2d 608, 284 Neb. 302 (2012); *State v. Jones*, ___NW 2d ___, 293 Neb. 452 (2016). I also negotiate with prosecutors, work closely with community programs to provide services for my clients, supervise law clerks and new attorneys, and attend and present at continuing legal education seminars.

Law Clerk, May 2012-Sept. 2011

Wrote policy, performed statistical analysis, and attended policy meetings

Assisted with trial preparation, performed medical record review and organization, and performed dictation transcription
June 10, 2016

To Whom it May Concern:

It gives me great satisfaction to recommend Jessica West for the open position for Alternative Public Defender for conflict cases. I worked closely with Ms. West for 5 years at the Douglas County Public Defender. Your board could not find a better, more qualified or hard working lawyer for this position.

It came as a wonderful surprise when Ms. West announced her intention to apply for this position. Knowing her as I do, I am certain Ms. West will exhibit the same enthusiasm and professionalism in this position as she did during her time in Douglas County.

At all times I have found Ms. West to be a dependable and conscientious attorney. She challenges the rest of the office to consider issues from new perspectives and often asks the questions that lead to better, more efficient representation of the clients the office serves. She demonstrates leadership and initiative and has always successfully met deadlines and goals with ease. In addition, she is extremely organized and handles a complex, diverse caseload with ease.

With regard to her personal characteristics, Ms. West is charismatic, focused, determined, outgoing and friendly. I feel very confident she will be successful in all her future endeavors. I sincerely believe Ms. West would be tremendous asset to the position and has my highest recommendation. If you have any further questions with regard to her background or qualifications, please do not hesitate to call me.

Sincerely,

[Signature]

Kelly M. Steenbock
Attorney at Law
Assistant Federal Public Defender
MEMBERSHIPS
STATE BAR OF SOUTH DAKOTA
Admitted October 2009
NEBRASKA STATE BAR ASSOCIATION
Admitted September 2011
THE MISSOURI BAR
Admitted October 2015

EDUCATION
University of South Dakota School of Law, Vermillion, SD
Juris Doctorate, May 2009
Truman State University, Kirksville, MO
Bachelor of Science in Justice Systems with required support in Business Administration, May 2006
Kirksville Senior High School, Kirksville, MO
May 2002

WORK EXPERIENCE
Jacobs Alexander Law Office, Omaha, NE
Partner (September 2015 – Current)
Partner in the Jacobs Alexander Law Office based in Kansas City, Missouri with a satellite office in Omaha, Nebraska. Currently a general practitioner with emphasis in criminal law, including defending clients charged with misdemeanor or felony offenses. Also handle domestic relations cases including divorce, establishment of paternity and custody, child support, modifications, and contempt proceedings for enforcement.

Minnehaha County Public Defender Office, Sioux Falls, SD
Deputy Public Defender (August 2009 – September 2015)
Defend clients charged with misdemeanor and felony offenses including manslaughter and murder charges, involuntary commitment proceedings for mental illness or chemical abuse, abuse and neglect proceedings, and juvenile delinquency matters. Interviewed clients and witnesses to ascertain facts of a case and represent clients at all stages of proceedings from first appearance through appeal, including preparation of motions, briefs, and pleadings. Also have supervised interns and young attorneys.

Minnehaha County Public Defender Office, Sioux Falls, SD
Legal Intern (September 2008 – May 2009)
Conducted research in order to draft legal documents such as an appeal from magistrate court to circuit court and a motion to suppress evidence. Conducted client interviews as well as made court appearances and lead direct and cross examinations.

Greek Life Graduate Assistant, Vermillion, SD
Live-in Graduate Assistant (August 2008 – August 2009)
Advisor for Sigma Nu Fraternity at the University of South Dakota. I acted as a liaison between the Chapter and the University as well as a general advisor to each chapter member.

Federal Public Defenders Office - District of Nebraska, Omaha, NE
Law Clerk (May 2008 - August 2008)
Preformed research in order to draft legal documents using Westlaw. Conducted client interviews as well as wrote client letters and attended court proceedings. Additionally, worked on crack-cocaine resentencing motions and reviewed cases to see if the new sentencing guidelines applied to individual cases.
Alternate Public Defender Position

Re: Jessica West

Jessica filled in as a receptionist at the Sarpy County Public Defender office when she was still in High School. That must have been a positive experience for her because she went on to graduate from UNL Law School. As a law clerk at the Douglas County Public Defender she played an important role in a felony case because of her meticulous review of a recording used in a jury trial. When she graduated and passed the bar she was hired by that office and currently handles a wide range of cases.

The teenager who used to forward calls to me now consults with me on a regular basis about clients that our respective offices represent simultaneously in separate jurisdictions. Now she is applying for the position as Alternate Public Defender in Sarpy County. She has the dedication, experience and conviction to do an excellent job. I highly recommend her for this challenging position.

Sincerely,

[Signature]

Patrick J. Boyle
J.D. 1982 Creighton Law School
June 15, 2016

Beth Garber
Sarpy County Purchasing Agent
1210 Golden Gate Dr.
Papillion, NE 68046

Re: Jessica West’s Application for Alternate Public Defender

Dear Beth,

I wanted to write a letter of recommendation for Jessica West concerning her appointment as the Alternate Public Defender. I have known Jessica for several years both personally and professional. I have known her to be a kind and caring person that will go out of her way to help those in need.

Professional, she is always prepared in the court room and is well respected by the judges in Douglas County as well as the prosecutors. Most importantly, she is respected by her clients. There is nothing more difficult then representing a person that thinks you are part of the problem. Jessica is able to earn her client’s respect in a short period of time with her attitude, diligence and legal knowledge.

The indigent defendants assigned to her would be fortune and well represented.

Please let me know if there is additional information you need from me in processing her application.

Respectfully submitted,

Christopher J. Lathrop

Christopher J. Lathrop
Assistant Sarpy County Public Defender
June 15, 2016

Dear Sarpy County Board of Commissioners,

Please accept this as a letter of recommendation for Jessica C. West, applicant for Alternate Public Defender in Sarpy County. Jessica has worked in our office for approximately eight years—both as a law clerk and attorney. She efficiently handles a high volume of misdemeanor and felony cases with enthusiasm and dedication to her client's interests and the interest of justice. Sarpy County and the clients she represents would be lucky to have her.

As a law clerk, Jessica's academic credentials were excellent and she immediately set herself apart from her peers by demonstrating a level of understanding and maturity beyond her years. Even then, I could rely on her for trial strategy and preparation.

Now, as an attorney, I continue to be impressed with her creativity, thoughtfulness, and drive. She is confident in the courtroom, thoughtful about trial strategy and her relationships with clients, prosecutors, and judges, and an excellent researcher and writer for purpose of appeals. On a personal level, she is a joy to be around and work with.

While I was disappointed to hear that she had applied for this position and would be leaving our office if selected, I know this is an opportunity that is a perfect fit for Jessica and Sarpy County. I have the utmost confidence in her abilities and have no doubt that she will be successful in her future endeavors.

Yours truly,

Thomas C. Riley
Douglas County Public Defender

TCR/jac
Sarpy County Purchasing Department  
Att'n: Beth Garber  
Sarpy County Courthouse  
1210 Golden Gate Drive  
Papillion, NE 68046  

Re: Court Appointed Attorney Application  

Via E-mail Only  

Dear Ms. Garber,  

Enclosed in application for the Court Appointed Attorney position are the following:  

- Application Form  
- Resume  
- Resume of Deja Weber  

As for the requirement that a backup attorney be named, I am planning on having Deja Weber provide backup service if needed. I have known her since she served as a law clerk in Mower County, Minnesota in 2004 and can vouch for her skills and professionalism. Her contact information is on her attached resume.  

I plan to continue using my present address to meet clients as appropriate. Otherwise, client meetings will take place in correctional and detention facilities or in other public places convenient to the client and consistent with client confidentiality.  

As you can see from my resume, I have over two decades of involvement in the criminal justice system, both as prosecutor and defense attorney, along with the significant trial experience that goes with such involvement. I believe that my experience can be of great benefit to the clients being served by this position.  

Thank you for the opportunity to submit my application and look forward to hearing from you. Please let me know if you should have any questions.
Sincerely,

/s/ Patrick A. Oman

Patrick A. Oman
NE Attorney No. 24746
MN Attorney No. 0151427

Attachments
CONTRACT WITH Patrick A. Oman
FOR COURT APPOINTED 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 Patrick A. Oman, an attorney licensed to practice in the State of Nebraska, and hereinafter “Counsel.”

WHEREAS, the County is obliged to provide legal representation for indigent parties in the District and County Courts of County; and,

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

WHEREAS, Counsel holds himself/herself out as having experience in the defense of criminal and misdemeanor matters; and,

WHEREAS, the Counsel is desirous of offering legal services to the County as a Court appointed counsel;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Term of Contract:
   This Contract shall be in full force and effect from July 1, 2016 through June 30, 2017, 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 legal services pursuant to the Nebraska Code of Professional Responsibility as a Court appointed counsel for County on behalf of any and all clients referred to him/her by the County and District Courts of County. Such representation shall include, but not be limited to, appearing at all court proceedings for his/her client.
   C. If Counsel cannot, through illness or otherwise, attend Court proceedings on behalf of his or her client, Counsel shall have the duty to secure a continuance of the proceedings, or find a fully qualified substitute counsel at no cost to the County.
D. Counsel shall represent all such clients on any criminal and misdemeanor matters assigned by the Court. Counsel shall not, however, be required to defend indigent persons against charges of first degree murder.

E. Counsel may, in his or her best professional judgment, employ experts and/or investigators to assist in the defense of the assigned 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 for exception, filing fees, travel expenses, long distance telephone calls, other court costs, and 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.

F. 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 form disciplinary complaint to the Counsel for Discipline of the State of Nebraska.

G. Counsel acknowledges that he/she has an ethical duty to maintain records of clients served in order to prevent any actual or apparent conflict of interest, as required by the Nebraska Code of Professional Responsibility and case law, including State ex. rel. Firstier Bank v. Buckley 244 Neb. 838 (1993), and State ex. rel. Creighton University v. Hickman 245 Neb. 247 (1994). 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, including but not limited to the cost of hiring replacement counsel.

H. 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.

I. Appellate cases beyond those brought to the District Court are excluded from this contract. Payment for such appellate cases shall be made by Sarpy County upon separate order from the Sarpy County District Court.

J. 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 Counsel is an individual or sole proprietorship, the following applies:

1. Counsel must complete the United States 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 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 the sum of Six Thousand Ninety Four Dollars and Forty One Cents ($6,094.41) per month for the first year of the Contract with 2% per annum increases thereafter.
B. Such payments and reimbursement for any Court approved expenses, shall be by Sarpy County Check.
C. Monthly payments for services hereunder shall be made within the first ten (10) business days of each month.

IV. Confidentiality of Records:
A. Counsel declares, promises and warrants that he/she will keep records showing the date of appointment, legal pleadings alleged, number of hours worked, record of expenses and date of final disposition for each client which Counsel shall represent under this Contract. Counsel promises to keep such 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.

B. Counsel shall, by the fifteenth (15th) day of each month during the term of this Contract, submit to County an itemized statement which contains a recitation of each case to which Counsel had been assigned during the previous month and the number of hours spent on each of those cases. If a case had been closed, the statement shall show that fact and the disposition of that case.

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 except as provided in Section II. C.

VI. **Taxes:**

The Parties hereto stipulate and agree that all taxes, health, liability, or unemployment insurance, professional fees and 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. **Non-Discrimination Clause:**

or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

IX. Conflict of Interest Clause:

Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 2007), 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 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/her personal interest, or any corporation, partnership or association in which he/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 employment 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 or 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 68142

Counsel:  Patrick A. Oman
         7924 S. 151st Street
         Omaha, NE 68138
         402-933-8030

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. However, it shall be the duty of Counsel to continue to represent any clients previously assigned by the Court. Counsel may petition the Court to be allowed to withdraw from any such representation. The Parties hereto acknowledge that the decision is entirely within the Court’s discretion. If Counsel’s petition to withdraw is denied, Counsel shall continue to represent the client’s interests, at no charge to the County.

XVI. Hold Harmless Clause:
Counsel shall indemnify and hold harmless County, its Board of Commissioners, elected officials, officers, agents, employees and/or representatives from all claims, demands, suits, actions, payments, liability, and judgments, including attorney 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 non-exclusive 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. **Effects of Headings:**
Section headings in this Contract are for convenience only and shall not be used to construe the provisions herein.

[BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
Executed in duplicate this ______ day of ____________________, 2016.

County of Sarpy,
A Body of Politic and Corporate

(SEAL)

____________________  ________________________
County Clerk               Chairman, Board of Commissioners

Approved as to form and content:

____________________
Deputy County Attorney

Attest:

____________________  ______________________
Assistant for Corporation  President
PATRICK A. OMAN

7924 S. 151st Street
Omaha NE 68138
paoman57@hotmail.com
402-933-8030 (H)
402-547-9526 (C)

Nebraska Bar No. 24746
Minnesota Bar No. 0151427

Legal Experience

Attorney 2011 - Present
La Vista, Nebraska

Practice includes general civil and private criminal defense.

- Judicial Selection Commission - 2nd Judicial District - 2013 to present
- Nebraska High School Mock Trial Judge
- Volunteer Lawyer Program

Assistant Public Defender – Third Judicial District 2007
Austin, Minnesota

Appointed as Assistant Public Defender for Minnesota’s Third Judicial District May 1 – October 31, 2007 as substitute for a public defender performing public service exchange duties in New Orleans following the aftermath of Hurricane Katrina. Duties included handling primarily of felony and gross misdemeanor cases with assignments to other cases as needed.

Fillmore County Attorney 2003 - 2004
Preston, Minnesota

Appointed as Fillmore County Attorney May 11, 2003 through May 10, 2004 to provide felony and gross misdemeanor prosecution services to Fillmore County while the duly elected Fillmore County Attorney was assigned to active military service in Afghanistan.

- “DNA & Why It Works” – August 2004 presentation to Fillmore County law enforcement agencies

Associate Attorney - Plunkett & Associates 2003 – 2007
Austin, Minnesota

As an associate attorney with Plunkett & Associates, duties included general civil practice in areas of personal injury, general business, real estate, bankruptcy and creditor representation, marriage dissolution, probate, estate and tax preparation, court appointments for commitments, child protection, guardianships and criminal defense.

Mower County Attorney 1990 – 2003
Austin, Minnesota

Responsible for presentation of all criminal cases arising in Mower County and its municipalities to the District Court and the Mower County Grand Jury, as required; Cases handled have included all levels of felony, gross misdemeanor, misdemeanor and petty misdemeanor cases; prepared search warrants and directed various investigations.
Presented child support and civil commitment cases on behalf of the Mower County Department of Human Services;

Supervised County Attorney’s Office (three assistant attorneys and two support staff); prepared Office’s budget and policies and acquisition of equipment and technology products.

Represented and advised the Mower County Board of Commissioners and all Mower County departments and various State agencies as required; Presented cases to appellate courts as required and to the Minnesota Tax Court; Presented training materials to law enforcement agencies.

Developed use of technology for the County Attorney’s Office, including the introduction of Westlaw legal research; developed extensive computer skills using Microsoft Word, PowerPoint, Publisher and Excel and Adobe Photoshop.

Appointed Special Assistant Winona County, Dodge County, Freeborn County and Fillmore County Attorney to handle conflict of interest cases.

- Site Moderator – Minnesota County Attorney’s Association (1990 – 1996, 2001)
- “PowerPoint: The Basics” presentation to the 2002 Minnesota County Attorneys Association Annual Meeting
- Minnesota County Attorneys Association Executive Search Committee 2000
- Regional Law Enforcement Training Coordinator 1990 – Present
- Collegiate Judge - American Mock Trial Association (Silver Flight and Gold Flight Competitions) 1999 – 2002
- Minnesota High School Mock Trial Judge
- Continuing Education with National District Attorneys Association, Minnesota Bureau of Criminal Apprehension and Minnesota Coroners & Medical Examiners Association with emphasis on forensic sciences and DNA

**Assistant Mower County Attorney 1987-1990**

Austin, Minnesota

Responsible for the presentation of felony and gross misdemeanor cases to the District Court; assisted as needed in presentation of petty misdemeanor, misdemeanor and commitment cases; prepare and present training sessions to Mower County law enforcement agencies.

**Associate Attorney & Assistant Redwood County Attorney 1983-1987**

Ebbesen & Sarrazin – Redwood Falls, Minnesota

As an associate attorney, duties included general civil practice in areas of real estate, bankruptcy and creditor representation, farm mediation, marriage dissolution, probate, estate and tax preparation; acting as court-appointed counsel for indigent misdemeanor defendants, juveniles and commitment respondents; Special Assistant County Attorney for conflict of interest cases.

As Assistant Redwood County Attorney, duties included the presentation of all felony, gross misdemeanor, misdemeanor, petty misdemeanor and juvenile delinquency cases to the District Court.
TEACHING POSITIONS

Riverland Community College – Austin, Minnesota

Instruction of Law Enforcement Program students in current Minnesota Statutes and Sentencing Guidelines in conjunction with current Minnesota POST Board requirements for licensing in addition to instruction of law enforcement students on basic Constitutional concepts along with interpretation and application of 4th and 5th Amendment rulings to law enforcement practices.

EDUCATION

Juris Doctor – William Mitchell College of Law,
St. Paul, Minnesota (1983)

Bachelor of Science – Criminal Justice (Law Enforcement Emphasis) (1979)
University of Wisconsin – Platteville, Wisconsin

OTHER EMPLOYMENT

Sales Advisor 2011 – 2013
CDS – Omaha, Nebraska

Demonstration and sales of selected products to Costco customers.

Firearms Outfitter 2010 - 2011
Cabela’s – LaVista, Nebraska

Responsibilities include firearms sales along with preparation of Form 4473 and multiple handgun sales forms; optics sales and riflescope mounting; hunting equipment and firearm accessory sales.

Seller Risk Management Agent 2008 – 2009
PayPal – LaVista, Nebraska

Duties include review of transactions for account holders receiving funds, regardless of source, to determine if there has been account takeover or other fraudulent activities on the part of the receiving party or the party sending funds.

REFERENCES

Dan Nedrow
1257 Golden Gate Dr.
Suite 5W
Papillion NE 68046

Larry Maus
Baudler, Baudler, Maus & Blahnik
108 N. Main Street
Austin MN 55912

Dale Russell
7478 21st Avenue NW
Pennock, MN 56279

Matt Lathrop
2215 Harney Street
#200
Omaha NE 68102
DEJA L. WEBER
9621 North 150th Avenue, Bennington, NE 68007
(507) 202-6771 (cell) dejaweb@yahoo.com

EXPERIENCE

Litigation Attorney with twelve (12) years of experience handling a wide variety of legal cases. Handled hundreds of cases from initial client interview, through discovery, settlement attempts, final trials. Possesses excellent client interview skills and superior legal research and writing skills. These skills were developed through regular civil motion practice and trial work. Recognized as a Super Lawyer due to high level of professionalism, legal knowledge and proficiency. Capable of independent file work or of being a team player.

Women’s Center for Advancement
Omaha, NE 68131
September 2015 – present

Weber Law
Rochester, MN 55904
May 2011 – August 2015
In addition to attorney work, I was also a parenting time expeditor and a certified family law mediator.

Southern Minnesota Regional Legal Services
Albert Lea, MN 56007
January 2015 – August 2015
Contract attorney

Third Judicial District Public Defender
May 2013 – October 2013
Part-time (.50) Public Defender handling all levels of criminal matters, including three felony jury trials. Interviewed clients, attended arraignments, made bail arguments, omnibus motions, settlement discussions and plea hearings. For trial work, handled motions in limine and other pre-trial work. Conducted voir dire of the jury and jury selection.

Associate Attorney

Legal Assistance of Olmsted County
Rochester, MN
2006 – 2007
Executive Director responsible for managing one staff attorney and three legal staff members. Grant writing for the organization.

Judicial Law Clerk – District Court
Third Judicial District, Mower County
August 2004 – June 2005

AWARDS AND RECOGNITION

Recognized by Super Lawyers as a “Rising Star” 2011 – 2014
Recognized by Legal Assistance of Olmsted County (MN) as “Volunteer Attorney of the Year” in 2013
BAR ADMISSIONS

State of Nebraska – good standing since May 18, 2015
State of Minnesota – good standing since 2004
Member of the MSBA, Olmsted County Bar Association, Freeborn County Bar Association
Member of the NSBA and Omaha Bar Association

EDUCATION

Hamline University School of Law, Saint Paul, Minnesota
Juris Doctor May 2004
Class Rank: 36/155, GPA 3.33
Honors: CALI Award – Criminal Law (best exam)
   Best Respondent in Section – Legal Research and Writing
   Dean’s Honors, three semesters
   Dean’s Scholarship
   Legal Research and Writing Teacher’s Assistant
   Student Director for State Public Defender Clinic (formerly LAMP)
   Associate - Hamline Journal of Public Law and Policy
   Law Library Fellow
   Legal Assistance to Minnesota Prisoners (LAMP) Clinic
   Mediation Training (40 hours)

College of Saint Catherine’s, Saint Paul, Minnesota
Master of Library and Information Science

Concordia College, Moorhead, Minnesota. Graduated cum laude.
Bachelor of Arts, Double major: English and political science

MILITARY HISTORY

Command and Control Specialist, United States Air Force
Held a security clearance. Honorable Discharge.

Military Decorations
Two Air Force Achievement Medals
Air Force Good Conduct Medal
Air Force Basic Training Honor Graduate
National Defense ribbon for support of Desert Storm/Desert Shield
June 28, 2016

Schaefer Shapiro Proposed Sarpy Office

We have looked at the following properties to establish an office within Sarpy County and are prepared to enter into a lease upon the signing of the conflict contract with one of these locations or if another more suitable space is found prior to the signing of the contract. The following locations have space available immediately and are all within Sarpy County:

1. 1508 John F. Kennedy Drive - space is a cluster of suites that have 4 or 5 units available on the 2nd floor. I have been in contact with Bryan Hartmann, the realtor, and we will be able to negotiate space and cost effective immediately.

2. 11515 S. 39th St. - 692-8,752 sq. ft. available. Property is also handled by Bryan Hartmann and I have spoken with him about this property as well. It is also currently available.

3. Midlands Place Executive Suites - 1221 Golden Gate Dr. Has various office space for lease. I have a call in to the realtor but have not heard back yet.

4. 718 Ft. Crook Road North - 2,087 sq. ft. is immediately available however this is a fairly large space with multiple offices so we are waiting to hear back whether we could rent a smaller portion.

5. 9631 Giles Road - Space is currently available and Brian Kuehl is the agent who handles the property. It is not clear yet whether it is move in ready.

6. North Office Building - 1,626 sq. ft. handled by Steve Sheppard and it is also immediately available.