

09/003244

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING AGREEMENT FOR INDIGENT DEFENSE IN CHILD
SUPPORT AND PATERNITY CASES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, in order to control and determine expenditures for indigent defense in cases involving child support and the determination of paternity, a Contract has been proposed with the firm of Bramhall & Munch P.C. to provide said services; 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 the firm of Bramhall & Munch P.C.; a copy of which is attached hereto, is hereby approved, provided that an appropriate order is entered in the District Court of Sarpy County appointing Bramhall & Munch P.C. as provided in said Contract.

BE IT FURTHER RESOLVED that notice be sent terminating any previous contracts for similar services, as provided in said contracts.

DATED this 24th day of November, 2009.

Moved by Pat Thomas, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:

Rich Jansen
Tom Jones
Patrick Thomas

NAYS:

Richard C. [Signature]
Tom Richard

ABSENT:

none

ABSTAIN:

none

Renee Louma
County Clerk
Asst Chief [Signature]


Approved as to form:

[Signature]
Deputy County Attorney

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

In The Matter of the Appointment of
Legal Counsel for Indigent Parties
Involving Paternity and Child Support.

Miscellaneous Doc. CI10-1

ORDER of APPOINTMENT

Patricia Bramhall
CLERK DISTRICT COURT

2010 APR 27 PM 2:31

FILED
SARPY COUNTY
DISTRICT COURT

This matter comes before the District Court of Sarpy County, Nebraska following a resolution being adopted by Sarpy County, Nebraska, and a contract entered into between Sarpy County, Nebraska, and Bramhall & Munch, P.C., whereby Sarpy County, Nebraska, contracted with Bramhall & Munch, P.C., to provide legal services for indigent parties in paternity and child support enforcement actions filed in Sarpy County, Nebraska.

IT IS THEREFORE ORDERED that Patricia Bramhall, attorney at law, and Michael Munch, attorney at law, are hereby appointed to act as legal counsel for indigent parties in paternity and child support enforcement actions filed in Sarpy County, Nebraska.

IT IS FURTHER ORDERED that Bramhall & Munch, P.C., shall submit to the District Court of Sarpy County, Nebraska, and the fiscal administrative officer for Sarpy County, Nebraska, on or before March 15, 2010, and on or before the 15th day of each calendar quarter thereafter, a summary of services provided which shall include the number of new cases assigned in the preceding calendar quarter, the number of pending cases, and the approximate hours of service provided in the preceding calendar quarter.

DATED this 26th day of January, 2010.

BY THE COURT:

[Signature]
District Judge

BY THE COURT:

[Signature]
District Judge

BY THE COURT:

[Signature]
District Judge



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CONTRACT WITH Bramhall & Munch P.C.
FOR COURT APPOINTED LEGAL SERVICES RELATING TO PATERNITY
ESTABLISHMENT AND CHILD SUPPORT ENFORCEMENT

This Contract is entered into by and between the COUNTY OF SARPY, of the State of the State of Nebraska, a body politic and corporate, and hereinafter "County," and Bramhall & Munch P.C., a professional corporation of 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 paternity or child support enforcement matters in the District 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 counsels; and,

WHEREAS, the Counsel holds himself/herself out as having experience in Paternity/Child Support Enforcement matters; and,

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Term of the Contract:

This Agreement shall be in full force and effect from January 1, 2010 through June 30, 2012, 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 an 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 substitute counsel at no cost to County.
- D. Counsel shall represent all such clients on any paternity or child support enforcement matters assigned by the Court, including but not limited to paternity determination actions filed by the County Attorney's Office. Such representation in paternity determination actions shall be limited to representation for the initial determination of paternity and support. Such representation shall not include subsequent contempt of court proceedings, or appeals from the initial representation to an appropriate court of appeal beyond the District Court.
- E. Neb. Rev. Stat. §43-1609 (Reissue 2008) provides for certain hearings before a Child Support Referee. Counsel shall be required to handle any such cases before a Child Support Referee under this Contract.
- F. 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 of exception, filing fees, travel expenses, long distance telephone calls, other court costs, and any other costs of whatever type or kind shall be reimbursed by County only when previously

approved by the Court. Counsel shall be solely responsible for obtaining such an order.

- G. Counsel declares, promises and warrants that he/she will not assess, bill, charge, or otherwise attempt to collect any fee, funds, or monies of whatever type or kind from clients assigned to Counsel by a Court. Counsel acknowledges that any such attempt is an unethical practice of law, that such efforts constitute a specific breach under this Contract, and will result in a formal disciplinary complaint to the Counsel for Discipline of the State of Nebraska.
- H. Counsel acknowledges that he/she has an ethical duty to maintain records of clients served in order to prevent any actual or apparent conflict of interest, as required by the Nebraska Code of Professional Responsibility and case law, including *State ex rel. FirstTier Bank v. Buckley*, 244 Neb. 838 (1993), and *State ex. Re. 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 limited to the cost of hiring replacement counsel.
- I. If Counsel's license to practice law is suspended or revoked, Counsel shall notify County of such suspension or revocation within three (3) days of that disciplinary action.
- J. Should Counsel find it necessary in his/her professional opinion to appeal a decision from District Court, such representation shall be at no additional charge to County.

K. 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 Counsel'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 Three Thousand One Hundred Eighty Dollars (\$3,180) per month for the first year of the Contract with 3% per annum increases.
- 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.

VI. Taxes:

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

The parties hereto promise to abide by the Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.), the Rehabilitation Act of 1976 (U.S.C.A. §701, et. seq.), and the Drug Free Workplace Act of 1988 (41 U.S.C.A. §701). Furthermore, pursuant to Neb. Rev. Stat. §73-102 (Reissue 2003), the Parties hereto declare, promise, and warrant that they have complied and will continue to comply in all regards with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et. seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et. seq., (Reissue 2004), in that

there shall be no discrimination against any employee who is employed in the performance of this Contract, 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 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/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 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 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: MICHAEL L. MUNCH
105 E. 2ND ST.
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. 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 judgements, including attorneys fees, arising from the acts, actions, inaction or activities, or breach of professional or ethical duty or duties, whether a result of negligence, intentional or willful misconduct of Counsel.

XVII. Consequences of Breach:

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

Executed in duplicate this 28 day of December, 2009.

County of Sarpy,
A Body Politic and Corporate



Attest:

Renee Lausman
for County Clerk Asst. Chief Deputy

By: Jon Jones 11/24/2009
Chairman, Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Attest:

[Signature]
Secretary for Corporation

By: Michael L. Munch
President

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155
www.sarpy.com

ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson



COMMISSIONERS

Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

MEMO

To: Sarpy County Board of Commissioners
From: Brian Hanson
Re: Court Appointed Attorney

On October 20, 2009, the Sarpy County Board approved a Resolution appointing Aimee Melton as an Alternate Public Defender for Child Support Orders on a temporary basis.

The Sarpy County Purchasing Department sent out twelve (12) requests for proposals and received three (3) proposals as follows:

Bramhall & Munch, P.C.
Schirber & Wagner L.L.P.
Melton Law Office, P.C., L.L.O

The Sarpy County District Court Judges confirmed that all three individuals/firms are qualified to perform the requested Services.

If you have any questions, please feel free to contact me at 593-2349.

November 19, 2009



Brian Hanson

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Mike Smith
District Court Judges
Tom Strigenz
Bill MacKenzie

BRAMHALL & MUNCH, P.C.

ATTORNEYS AT LAW

105 EAST SECOND STREET
PAPILLION, NEBRASKA 68046

TELEPHONE: 402/592-2529
FACSIMILE: 402/592-6561

PATRICIA J. BRAMHALL
MICHAEL L. MUNCH

November 5, 2009

Ms. Beth Cunard
Sarpy County Purchasing Department
1210 Golden Gate Drive
Papillion, NE 68046

RE: ALTERNATE PUBLIC DEFENDER-Paternity/Child Support Enforcement
PROPOSAL DUE: 12:00 p.m., Friday, November 6, 2009

Dear Ms. Cunard:

Pursuant to the Request for Application posted by Sarpy County concerning the Alternate Public Defender, the undersigned hereby apply for the position.

In applying for the position, we acknowledge that we have reviewed all pertinent criteria, including the terms and conditions, confidentiality of documents, non-discrimination, conflict of interest, payment terms, assignment, subcontracting, independent contractor, and indemnity terms. We shall abide by all terms and conditions of the contract.

Our law office is located at 105 East Second Street, Papillion, Nebraska, in downtown Papillion, approximately five minutes' drive from the Sarpy County Courthouse. There are two attorneys in the office:

Patricia J. Bramhall, Nebraska Bar Number 19699.

I have been a practicing attorney since 1992. I have an undergraduate degree from Creighton University. I attended Creighton Law School and received my Juris Doctor Degree in December 1991. I served as Deputy Sarpy County Attorney from 1992-1999. I was Chief Deputy County Attorney from 1997-1999.

My experience at the County Attorney's Office included prosecution of traffic, misdemeanor and felony cases. Additionally, I was responsible for several administrative duties, including mental health cases and law enforcement liason.

I have been in private practice in my present firm at the aforementioned address since January, 1999. I am currently engaged in the general practice of law, including criminal,

domestic relations, and probate work. I have also served as Special Prosecutor for Sarpy County on some criminal matters and have served as court-appointed attorney for children and child support matters in domestic relations cases.

Michael L. Munch, Nebraska Bar Number 15865.

I have been practicing law in Sarpy County since 1979. I have an undergraduate degree from the University of Nebraska at Omaha. I attended the University of Nebraska College of Law and received my Juris Doctor degree in 1978.

I was in private practice from 1979-1991, handling criminal, probate, domestic relations, sanitary and improvement district, and court-appointed guardian ad litem cases in the domestic relations area. I was also a part-time Sarpy County Assistant Public Defender from 1986-1991.

I served as Deputy Sarpy County Attorney from 1991-1992, Chief Deputy County Attorney from 1992- July, 1994, Acting Sarpy County Attorney from July, 1994-January 1995, and Sarpy County Attorney from 1995-1999. I was responsible for handling cases including traffic, misdemeanor and felony matters. As Chief Deputy and County Attorney, I was responsible for supervision of the attorney staff, including child support enforcement, as well as all budgetary matters concerning the office.

I returned to private practice in January, 1999, and have been engaged in the general practice of law, including criminal, probate, domestic relations, and business work. I have served as Special Prosecutor for Sarpy County on some criminal matters since returning to private practice.

We want to inform you that each of us will be available to fulfill the obligations of the appointment pursuant to the current terms and shall be able to cover the required court appearances, as well as counseling the client.

Thank you for your consideration of this application.

Sincerely,


Patricia J. Bramhall


Michael L. Munch

Michael N. Schirber, P.C.
Jeffrey A. Wagner, P.C.
Karen S. Nelson, P.C.
Joseph S. Risko, P.C.



SCHIRBER & WAGNER L.L.P.

1243 Golden Gate Drive
Papillion, NE 68046

Telephone: (402) 592-2800
Facsimile: (402) 592-9869
www.schirberandwagner.com

November 4, 2009

Beth Cunard
Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, NE 68046

RE: Request for Applications for Alternate Public Defender

Please accept this letter and the attached resume in consideration for the Request for Applications for Alternate Public Defender. Based upon the notice to Applicants, it appears that Sarpy County is seeking for an attorney to assume the previous contract that was awarded pertaining to the representation of indigent parties in paternity and/or child support enforcement matters. Please know that I am willing to assume this contract subject to the terms and conditions that were previously awarded, including the monthly payment and the requirements that the attorney submit quarterly billing statements, comply with the non-discrimination clause in Neb. Rev. Stat. §73-102, comply with the Nebraska Fair Employment Practice Act under Neb. Rev. Stat. §43-1101 et. seq., and comply with all other requirements including the non-assignment and subcontracting clauses. Please also know that to my knowledge, there is no conflict of interest under Neb. Rev. Stat. §23-3113 as required.

As my resume reflects, please know that I am well-qualified for this position. I clerked for the Hon. Richard Sievers for 1996 to 1997 and then prosecuted juvenile matters from 1997 to 2005—which included some work on family law matters—including some paternity matters. Since 2005, I have been employed with Schirber & Wagner, LLP where I handle domestic cases—including child support establishment cases and motions to show cause for non-payment of child support. I also have worked with indigent clients pertaining to criminal matters as well as on juvenile court matters where I have been court-appointed since 2005. I graduated from law school in 1994 and have nearly fifteen years of litigation experience—both prosecutorial and defense. Because Michael Schirber has been awarded an Alternate Public Defender contract to act as counsel for indigent defendants in criminal matters, Schirber & Wagner has already successfully complied with the terms and conditions of the Alternate Public Defendant contract, so this is something that could be easily extended to the current request for application. It would be my honor and privilege to be awarded this contract, and I have extensive experience in working with indigent individuals as well as extensive experience in working with child support matters.

Also, Schirber & Wagner, LLP has office right across the street from the courthouse, located at 1243 Golden Gate Drive, Papillion, Nebraska. Given its proximity to the courthouse, I believe that this would prove to be a convenient location for clients. Further, Schirber & Wagner, LLP has three other attorneys that work for the firm that are well-qualified to handle cases in my absence—Michael N. Schirber, Jeffrey A. Wagner, and Joseph Risko.

Please feel free to contact me with questions or concerns.

A handwritten signature in cursive script that reads "Karen S. Nelson". The signature is fluid and written in black ink.

Karen S. Nelson

Enclosures

KAREN S. NELSON

SCHIRBER & WAGNER, LLP
1243 Golden Gate Drive
Papillion, NE 68046
(402)592-2800

EDUCATION

Creighton Law School—Omaha, NE
J.D. 1994
Cum Laude
Nebraska Bar No. 20523

Coe College—Cedar Rapids, IA
B.A. Political Science 1991
B.A. Speech 1991
Magna Cum Laude

WORK EXPERIENCE

- 2005-present ***ASSOCIATE ATTORNEY SCHIRBER & WAGNER**
Litigate domestic cases, including but not limited to: child custody matters, child support re-calculation and defense, paternity matters, motions to show cause; defend criminal cases--both private and alternate public defender cases--including all aspects of defense including motions to suppress and motions in limine; handle juvenile court cases including Guardian ad Litem work, defense of parents, grandparent intervention, and adoption; and handle appeals and plea negotiation/case settlement when necessary and appropriate.
- 1997-2005 ***DEPUTY DOUGLAS COUNTY ATTORNEY**
Worked in juvenile division prosecuting delinquency cases as well as abuse, neglect, and termination of parental rights cases; draft petitions and motions; and extensive appellate work including the writing of appellate briefs and handling of oral arguments. Develop and participate in Juvenile Drug Court, which included participation in team meetings as well significant training regarding chemical dependency and treatment issues.
- 1996-1997 ***NEBRASKA COURT OF APPEALS JUDICIAL CLERKSHIP**
Extensive research and writing involving research of statutes and case law as well as drafting, editing, and finalizing judicial opinions.
- 1995-1996 ***NEBRASKA FOSTER CARE REVIEW BOARD SPECIALIST**
Compiled concise legal case histories and facilitated Board meetings and summarized and wrote Board recommendations.

WRITING EXPERIENCE

- 1996 ***LAW REVIEW ARTICLE**
Karen S. Kassebaum, "The Siblings of Abused and Neglected Children: Must They Suffer Actual Harm Before Being Removed from the Home?" 29 Creighton Law Review, 1547, June 1996.



HOME | BACK

Our Attorneys

Karen Nelson

Karen S. Nelson joined Schirber & Wagner, LLP in 2005. Karen graduated from Coe College in 1991, magna cum laude, and from Creighton Law School in 1994, cum laude. Karen clerked for Judge Richard Sievers at the Nebraska Court of Appeals after graduation. Karen served as Deputy Douglas County Attorney from 1997 to 2005. While in the Douglas County Attorney's Office, Karen prosecuted many complex cases and gained much appellate experience.

Areas of Practice:

Family Law
Criminal Law
Juvenile Law
General Practice

Litigation Percentage:

90% of Practice Devoted to Litigation

Bar Admissions:

Nebraska, 1995
U.S. Supreme Court, 1999

Education:

Coe College, 1991, B.A. Political Science &
Speech, Magna Cum Laude
Creighton University School of Law, 1994, J.D.
Cum Laude

Professional Associations and Memberships:

Nebraska State Bar Association
Omaha Bar Association
Sarpy County Bar Association



Karen S. Nelson
Associate
Phone (402) 592-2800
Fax (402) 592-9869

Email: karen@schirberandwagner.com

Second Judicial District Bar Association

Robert M. Spire, Inns of Court

Nebraska Association of Criminal Defense

MICHAEL N. SCHIRBER
1243 GOLDEN GATE DRIVE
PAPILLION, NE 68046
(402) 592-2800

Education: 1963 - 1967, University of South Dakota, Vermillion, South Dakota
BA Degree June 1967

1967-1970, Creighton University School of Law, Omaha, Nebraska
Juris Doctor Degree 1970

Continuing Legal Education: (Government Law Only)

- 1973 - Northwestern University School of Law, Chicago, IL - Criminal Prosecution
- 1976 - Nebraska Law For Municipal Attorneys sponsored by Nebraska Continuing Legal Education, Inc., and the League of Nebraska Municipalities
- 1980 - Municipal Law, Cornell University Law School, Ithica, NY
- 1982 - Municipal Law sponsored by Nebraska Continuing Legal Education, Inc.
- 1983 - Seminar on Local government & Anti-Trust Law sponsored by the Municipal Legal Studies Center of the Southwestern Legal Foundation, Dallas, TX
- 1986 - Municipal Law sponsored by Nebraska Continuing Legal Education and the League of Nebraska Municipalities
- March 1990 - Federal Code/Section 1983 Discrimination/Municipal Liability sponsored by Georgetown University Law Center, Continuing Legal Education Division
- July 1990 - Government Practice, sponsored by Nebraska Continuing Legal Education, Inc./Nebraska State Bar Association Committee on Government Practice
- Aug. 1991 - Nebraska Continuing Legal Education, Inc., seminar on Government Practice
- July 1992 - Nebraska Continuing Legal Education, Inc., seminar on Government Practice
- May 1994 - Americans for Effective Law Enforcement, Inc., Continuing Legal Education Seminar - Municipal/Police Civil Rights Violations
- Nov. 1995 - Americans for Effective Law Enforcement, Inc., Continuing Legal Education Seminar - Police Disciplinary Education; Drug Testings, Substance Abuse, Americans With Disabilities Act, Municipal/Police Labor Relations

March 1998 - International Municipal Lawyer's Association Conference - Continuing Legal Education on Telecommunications Law, Cable TV, Cellular Towers, Telecommunication Zoning Issues

2008 AELE Municipal Law Seminar on Discipline and Internal Investigation

Prior Legal Experience:

September 1, 1970 to October 1, 1972 - Paul E. Watts, Attorney, 2411 "M" Street, Omaha, Nebraska - Associate Attorney

Engaged primarily in criminal defense and representation in adversary proceedings

October 1, 1972 to January, 1975 - Sarpy County Attorney's Office, Sarpy County Courthouse, Papillion, Nebraska - Deputy County Attorney

Engaged in prosecution of criminal cases

January, 1975 to Present - Private practice located in Papillion, Nebraska

January, 1976 to Present - City Attorney for City of Papillion

1998 - Certified mediator under Nebraska Dispute Resolution Act

Professional Organizations:

- Nebraska State Bar Association
- Nebraska Trial Lawyers Association
- American Bar Association
- American Trial Lawyers Association
- Omaha Bar Association
- 2nd Judicial District Bar Association
- Nebraska State Bar Association Committee on Government Practice
- Nebraska State Bar Association, 1998, elected four year term to the NSBA House of Delegates
- Appointed member of District 4 Committee on Inquiry November, 2003
- Alternate member Judicial Nominating Commission for Judicial District No. 2 November, 2005
- Appointed Vice Chair District 4 Committee on Inquiry November, 2005
- Appointed by Supreme Court as member of Dispute Resolution Advisory Council 1998 - 2006
- Appointed Chair District 4 Committee on Inquiry October, 2008
- Nebraska State Bar Association, October 2009, elected to four year term to NSBA House of Delegates

Admitted to Practice in the following jurisdictions:

- Nebraska
- South Dakota
- United States Federal District Court for the District of Nebraska
- United States 8th Circuit Court of Appeals
- Supreme Court of the United States of America

Other Organizations:

- Board of Directors - Friendship Force of Eastern Nebraska, Inc.
- 1989-90 Chairperson - Friendship Force of Eastern Nebraska, Inc., Finance and Fund Raising
- 1986 Co-Chairperson Archdiocese of Omaha, Diocesan Fund Raising Campaign
- 1990 Chairperson - St. Columbkille Parish Archbishop's Campaign for Education Excellence
- Board Trustee - St. Columbkille Educational Trust
- 1992 Nominated to fill vacancy on Nebraska Supreme Court



HOME | BACK

Our Attorneys

Michael Schirber

Areas of Practice:

Family Law

Criminal Law

Municipal Law

Litigation Percentage:

90% of Practice Devoted to Litigation

Bar Admissions:

Nebraska, 1970 South Dakota, 1970

U.S. District Court, District of Nebraska 1970

U.S. 8th Circuit Court of Appeals, 1970

U.S. Supreme Court, 1974

Education:

Creighton University School of Law, 1970 J.D.

University of South Dakota, B.A. 1967

Professional Associations and Memberships:

Nebraska State Bar Association

Omaha, Bar Association

Sarpy County Bar Association

Nebraska Trial Lawyers Association

Second Judicial District Bar Association

National Association of Trial Attorneys

American Trial Lawyers Association

American Judicature Association

Second Judicial District Nominating Commission, District

Court

Vice-Chair District IV, Supreme Court Committee on

Inquiry



Michael N. Schirber
Partner

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HOME | BACK

Our Attorneys

Jeff Wagner

Jeffrey A. Wagner joined Michael Schirber in the practice of law in 1999. In 2003 they formed the firm of Schirber & Wagner, LLP. The firm concentrates primarily on family and criminal law. After graduating from law school in 1993, Jeff worked as a staff attorney with the Legal Aid Society of Omaha, Nebraska where he focused on family law, civil rights and civil litigation. It was while he was a staff attorney that Jeff developed his extensive skills in appellate litigation in addition to his broad-based experience at the trial level.

Areas of Practice:

Family Law
Criminal Law
Juvenile Law
Housing Discrimination
Civil Rights

Litigation Percentage:

90% of Practice Devoted to Litigation

Bar Admissions:

Nebraska, 1993
U.S. District Court, District of Nebraska 1993
U.S. Supreme Court, 1999

Education:

Creighton University School of Law, 1993 J.D.
University of Nebraska – Lincoln B.F.A. 1987

Professional Associations and Memberships:

Nebraska State Bar Association
Omaha, Bar Association



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Partner

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[HOME](#) | [BACK](#)

Our Attorneys

Joseph S. Risko

Joseph S. Risko joined the firm in July 2008.

Areas of Practice:

Family Law

Criminal Law

Commercial Litigation

Personal Injury

Litigation Percentage:

90% of Practice Devoted to Litigation

Bar Admissions:

Nebraska, 1993

U. S. District Court, District of Nebraska 1993

Education:

Creighton University School of Law, 1993 J.D.

Professional Associations and Memberships:

Nebraska State Bar Association

Omaha, Bar Association

Sarpy County Bar Association

Second Judicial District Bar Association



Joseph S. Risko
Associate

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MELTON LAW OFFICE, P.C., L.L.O.

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meltonlaw@cox.net

November 4, 2009

Ms. Beth Cunard
Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, Nebraska 68046

RE: Alternate Public Defender Application

Dear Ms. Cunard,

Thank you for the opportunity to apply for the alternate public defender position for child support in Sarpy County. I have been managing and covering the child support appointments in Sarpy County for the previous contract attorney, Carll Kretsinger, for approximately a year and a half. Carll suffered from a stroke in January 2008 and I joined his office located at 2308 Cornhusker Road in Bellevue shortly thereafter and began assisting him with his cases. I have a diverse legal background as delineated in my attached resume. However, I have concentrated specifically on paternity, divorce, custody, child support and criminal defense cases since I opened my practice in March 2008. Moreover, the training and experience I received as a domestic violence prosecutor expanded my knowledge and understanding in all areas of domestic relations and family law.

Initially, Carll supervised my work and provided guidance and support until he ultimately had to retire due to health concerns. Currently, my office has thirty-nine (39) open alternate public defender child support cases and over two hundred (200) closed case files that are often reopened if the client faces additional contempt allegations. Over the last year, my office has implemented a structured system for appointed cases in an attempt to ensure that every client is afforded the opportunity to be zealously represented. The staff in the County Attorney's office cooperates with me and my staff to help contact clients and gather information in preparation of the scheduled hearings.

The number of appointments has increased dramatically during the previous year most likely due to the reduction in employment in our surrounding area. I rely upon attorney Sean Reagan to assist me in managing and providing coverage for cases in the event that I am unavailable or have multiple cases scheduled on the same day (example, there are ten hearings scheduled on both November 12th and eight on the 24th). Sean received his Juris Doctorate from the University of Nebraska College of Law in 1999 and became a member of the Nebraska State Bar Association that fall. After one year of practice in Federal Court in Lincoln, Sean opened his own practice in Plattsmouth, Nebraska where he focused on family law and criminal defense. In

2003, the practice moved to Lincoln and in 2006, the Reagan Law Office expanded to a second office located at my address in Bellevue. As the Bellevue office continues to grow, Sean's practice remains concentrated in the areas of family law and criminal defense.

Since 2000, Sean has litigated hundreds of cases, including a multitude of paternity, child support and contempt cases. From 2000-2003, he received numerous appointments for such cases in the Cass County District Court, and he is regularly appointed to similar cases in Lancaster County. I am confident that he will continue to be a great asset if I am chosen to be the alternate public defender for child support in Sarpy County.

During the last few years, I have become very familiar with Sarpy County court procedures and have developed a good working relationship with the individuals in the child support enforcement office. I continue to keep abreast of new case law regarding paternity, support and contempt actions and I thoroughly enjoy the practice of law and the clients that I have been able to assist while covering the alternate public defender cases for Carll. If I am selected as the alternate public defender, I will continue to ethically and zealously represent my clients, while also maintaining a reasonable and rational approach to the use of taxpayer dollars.

Thank you for your time and consideration on this matter. Please contact me at 291-8252 if I need to provide any additional information or references for your review or if you should have any questions regarding my attached resume.

Sincerely,

A handwritten signature in black ink that reads "Aimee S Melton". The signature is written in a cursive, flowing style.

Aimee Sanderson Melton
Attorney at Law

AIMEE SANDERSON MELTON, ESQ.

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Qualifications

Practicing trial attorney in Sarpy County concentrating primarily in the areas of family/domestic law and criminal defense. Extensive litigation experience in both federal and state courts. Excellent research, writing and trial skills. Ability to relate to and represent clients with diverse backgrounds. Substantial legal knowledge in the areas of the establishment of paternity, child custody and child support.

Experience

MELTON LAW OFFICE, P.C., L.L.O., Bellevue, Nebraska
Owner/Managing Partner

March 2008 – Present

- Provide legal counsel to client's regarding issues in domestic law, child custody, child support and criminal defense.
- Serve as appointed counsel in criminal and probate cases in Douglas County.
- Represent indigent defendants in Sarpy County child support cases on behalf of Carl Kretsinger, Esq.
- Litigated over one hundred trials and/or hearings regarding divorce, paternity, child support and criminal matters.

DOUGLAS COUNTY ATTORNEY, Omaha, Nebraska
Deputy County Attorney

June 2005 – March 2008

- Prosecuted felony and misdemeanor cases in the domestic violence unit.
- Reviewed police reports, filed charges, contacted victims, interviewed witnesses, attended depositions, prepared exhibits, voir dired juries and litigated hundreds of criminal matters.
- Member of the Domestic Violence Coordination Council of Omaha.
- Assisted victims of domestic violence and participated in the legal education and training of YWCA volunteers.

POLK WICKMAN & WASHINGTON, Omaha, Nebraska
Associate Attorney

December 2004 – June 2005

- Practiced in the areas of insurance defense, employment law, family law and criminal defense.
- Researched employment law issues and drafted motions and briefs in both federal and state courts.

BLACKWELL SANDERS PEPPER MARTIN, Omaha, Nebraska
Law Clerk-litigation department

January 2003-September 2004

- Researched various corporate law issues; drafted memos and briefs for attorneys.
- Prepared and drafted discovery and attended and reviewed depositions in preparation for trial.

Education

CREIGHTON UNIVERSITY SCHOOL OF LAW, Omaha, Nebraska

Juris Doctor, 2004

- President of the Law School Republicans
- Recipient of the Harold Rock Scholarship
- Moot Court finalist
- Third year associate at the Creighton Legal Clinic

UNIVERSITY OF NEBRASKA, Lincoln and Omaha, Nebraska

Bachelor of Science in Political Science, 2001

- Graduated *Magna Cum Laude*
- Member of the Golden Key National Honor Society

Bar Admissions and Associations

- *Member*, Nebraska State Bar Association, 2004-Present
- *Member*, American Bar Association, 2009-Present
- *Member*, Sarpy County Bar Association, 2008-Present
- *Member*, Omaha Bar Association, 2004-Present
- *Member*, Nebraska Criminal Defense Attorneys Association, 2008-Present

References

Robin Binning, Esq., 201 Galvin Road, North, Bellevue, Nebraska 68005 (402) 291-3996

Stuart J. Dornan, Esq., 1403 Farnam St., Suite 232, Omaha, Nebraska 68102 (402) 884-7044

Michael J. Plambeck, Esq., 201 Galvin Road, North, Bellevue, Nebraska 68005 (402) 291-3996

Richard Whitworth, Esq., 2308 Cornhusker Road, Bellevue, Nebraska 68123 (402) 291-8252