BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN CONTRACTS FOR JUVENILE COURT LEGAL SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), 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 1997), the powers of the County as a body are exercised by the County Board; and,

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

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Chairman and Clerk are hereby authorized to execute on behalf of Sarpy County, Nebraska certain contracts for juvenile court legal services, copies of which are attached hereto, the same being approved by the Board.

DATED this 21st day of September, 2010.

MOVED by Rich Jansen, seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS	NAYS	ABSENT
Rusty Hike	none	Pat Thomas
Rich Jansen		
Tom Pirsch		
Tom Richards		
		ABSTAIN
		none

Attest:

SEAL

Debra Houghtaling
Clerk

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Approved as to form:

Deputy County Attorney

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304

Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Juvenile Court Appointed Attorney Contracts

For a number of years, Sarpy County has had contracts with attorneys to provide legal defense in Juvenile Court cases where the defendant is indigent and the Public Defender's office has a conflict of interest. There are currently have four contracts with individuals/firms. Staff is proposing a 3 ½% price increase for a rate of $4,963.83 per month. This arrangement has worked well, and based on the hours the attorneys work each month, we are paying them less than if they were appointed on a case by case basis.

This will be on the September 21, 2010 Board agenda and is recommended for approval. Please call me if you have any questions.

September 13, 2010

Beth Cunard

cc: Mark Wayne
Scott Bovick
Brian Hanson
Lisa Timby
Deb Houghtaling
Mike Smith
Judge Larry Gendler
Judge Bob O'Neal

CONTRACT FOR JUVENILE COURT LEGAL SERVICES

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

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

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

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. TERM OF CONTRACT:

This Contract shall be in full force and effect from September 1, 2010, through August 31, 2011, unless otherwise terminated as provided herein.

II. COUNSEL'S DUTIES:

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

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

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

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

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

H. Counsel acknowledges that he/she has an ethical duty to maintain records of clients served in order to prevent any actual or apparent conflict of interest, as required by the Nebraska Code of Professional Responsibility and case law, including *State ex rel. FirsTier Bank v. Buckley,* 244 Neb. 838 (1993), and *State ex rel. Creighton University v. Hickman,* 245 Neb. 247 (1994). Counsel shall be solely responsible for maintaining such records, and notifying the Court of any conflict prior to representing a particular client. Counsel shall also be liable for any and all consequences arising out of a breach of this duty.

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

J. Counsel may find it necessary in his/her professional opinion to appeal a decision from the Separate Juvenile Court to the Nebraska Court of Appeals or Supreme Court; or, to file a petition for termination of parental rights or a determination of paternity or guardianship under Sections 28, 29 and 30 of 1998 Neb. Laws LB 1041, as the same may be later amended. Such representations shall be at one-half (½) Counsel's usual rate for legal services, but said fee shall not exceed Eighty Dollars ($80) per hour. Reimbursement for extraordinary expenses during an appeal shall be made as set forth above, and shall not be paid by County unless previously approved by the Court. For each case to be appealed or petition filed the Juvenile Court Judge shall conduct a new financial hearing to determine the ability of the parties to pay attorneys' fees and costs of the appeal.

K. The Court may appoint Counsel to serve in no more than one-fourth (1/4) of the cases from which the Sarpy County Public Defender has been disqualified during the term of this Contract. A monthly list showing total appointments made by the Court will be furnished to Counsel by the Court.

L. Counsel shall continue to serve on all cases to which they have previously been appointed at no additional charge to County.

M. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work

eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor 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. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

III. COUNTY'S DUTIES:

A. In return for Counsel's performance of the duties described above, County promises to pay Counsel for the term of this Contract as follows: from September

1, 2010 to August 31, 2011, twelve (12) monthly installments of $4,963.83. In case of representation of extraordinary complexity, or significantly increased caseload, or should Counsel be required to spend significantly more than ninety (90) hours per month in performing services on behalf of the Court, and therefore the compensation paid under this Contract is insufficient as compared to the hours of service multiplied by a reasonable hourly fee, the Parties hereto may consider renegotiation of the compensation hereunder on a good faith basis.

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

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

D. Payment for extraordinary expenses approved by the Court shall be made monthly by separate Sarpy County Warrant.

IV. RECORD KEEPING AND CONFIDENTIALITY OF RECORDS:

A. Counsel declares, promises and warrants that he/she will keep records showing the actual time spent and type of services provided and record of expenses for each client which Counsel shall represent under this Contract. A report containing this information, with total of each item for each case and a composite total for all cases for the month shall be provided by Counsel to County each month. 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.

V. **ASSIGNABILITY**:

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

VI. **TAXES**:

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

VII. **SEVERABILITY CLAUSE**:

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

VIII. **NONDISCRIMINATION CLAUSE**:

The Parties hereto promise to abide by the Americans With Disabilities Act of 1990, (42 U.S.C.A. §12101, et seq.), the Rehabilitation Act of 1973 (29 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 1990), 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 1993), 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 1991), the Parties hereto declare and affirm that no officer, member, or employee of County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

X. USE OF OUTSIDE AGENTS:

Counsel warrants that it has not employed or retained any County or person, other than a bona fide employee working for Counsel, to solicit or secure this Contract, and that Counsel has not paid or agreed to pay any County or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

XI. NON-RAIDING CLAUSE:

Counsel shall not engage the services of any person or persons presently in the employ of the County for work covered by this Contract without the written consent of the employer of such person or persons.

XII. NATURE OF THE RELATIONSHIP:

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

XIII. INTEGRATION CLAUSE:

This Contract contains the entire Contract between the Parties, and there are no other written or oral promises, Contracts or warrants which may affect it, except as contained herein. This Contract cannot be amended except by written Contract of both parties. Notice to the Parties shall be given in writing to the agents for each Party named below:

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

Counsel: Colleen D. Bergren
PO Box 115
Gretna, NE 68028

XIV. COMPLIANCE WITH LAWS:

Counsel shall comply with all Federal and State laws applicable to this Contract, including but not limited to those set forth herein.

XV. TERMINATION:

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

XVI. HOLD HARMLESS CLAUSE:

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

XVII. CONSEQUENCES OF BREACH:

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

XVIII. APPLICABLE LAW:

This Contract shall be construed under the laws of the State of Nebraska.

XIX. EFFECT OF HEADINGS:

Section headings in this Contract are for convenience only and shall not be used to construe the provisions herein.

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EXECUTED IN DUPLICATE THIS 21st DAY OF September, 2010.

COUNTY OF SARPY,
A Body Politic and Corporate.

(SEAL)

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Attest:

Sarpy County Clerk

By
Chairman, Board of Commissioners

APPROVED AT TO FORM:

Deputy County Attorney

Colleen D. Bergren

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this the 7 day of September, A.D. 2010, before me, a Notary Public within and for said County, appeared Colleen Bergch and thereupon he/she executed the above and foregoing Contract and acknowledged the same to be his/her voluntary act and deed.

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

(Seal)

Notary Public

GENERAL NOTARY - State of Nebraska
ANN E. EBSEN
My Comm. Exp. Nov. 16, 2010

CONTRACT FOR JUVENILE COURT LEGAL SERVICES

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

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

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

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

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

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

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L. Counsel shall continue to serve on all cases to which they have previously been appointed at no additional charge to County.

M. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work

eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor 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.
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B. Compensation payments, and reimbursement for any Court approved expenses, shall be by Sarpy County Warrant.

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

D. Payment for extraordinary expenses approved by the Court shall be made monthly by separate Sarpy County Warrant.

IV. RECORD KEEPING AND CONFIDENTIALITY OF RECORDS:

A. Counsel declares, promises and warrants that he/she will keep records showing the actual time spent and type of services provided and record of expenses for each client which Counsel shall represent under this Contract. A report containing this information, with total of each item for each case and a composite total for all cases for the month shall be provided by Counsel to County each month. 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.

V. ASSIGNABILITY:

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

VI. TAXES:

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

VII. SEVERABILITY CLAUSE:

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

VIII. NONDISCRIMINATION CLAUSE:

The Parties hereto promise to abide by the Americans With Disabilities Act of 1990, (42 U.S.C.A. §12101, et seq.), the Rehabilitation Act of 1973 (29 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 1990), 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 1993), 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 1991), the Parties hereto declare and affirm that no officer, member, or employee of County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

X. USE OF OUTSIDE AGENTS:

Counsel warrants that it has not employed or retained any County or person, other than a bona fide employee working for Counsel, to solicit or secure this Contract, and that Counsel has not paid or agreed to pay any County or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

XI. NON-RAIDING CLAUSE:

Counsel shall not engage the services of any person or persons presently in the employ of the County for work covered by this Contract without the written consent of the employer of such person or persons.

XII. NATURE OF THE RELATIONSHIP:

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

XIII. INTEGRATION CLAUSE:

This Contract contains the entire Contract between the Parties, and there are no other written or oral promises, Contracts or warrants which may affect it, except as contained herein. This Contract cannot be amended except by written Contract of both parties. Notice to the Parties shall be given in writing to the agents for each Party named below:

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

Counsel: Dorothy M. Tubach
12020 Shamrock Plaza
Omaha, NE 68154

Counsel: Lisa C. Lewis
9290 W. Dodge Road, Suite 302
Omaha, NE 68114

XIV. COMPLIANCE WITH LAWS:

Counsel shall comply with all Federal and State laws applicable to this Contract, including but not limited to those set forth herein.

XV. TERMINATION:

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

XVI. HOLD HARMLESS CLAUSE:

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

XVII. CONSEQUENCES OF BREACH:

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

XVIII. APPLICABLE LAW:

This Contract shall be construed under the laws of the State of Nebraska.

XIX. EFFECT OF HEADINGS:

Section headings in this Contract are for convenience only and shall not be used to construe the provisions herein.

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EXECUTED IN DUPLICATE THIS 21st DAY OF September, 2010.

COUNTY OF SARPY,
A Body Politic and Corporate.

(SEAL)

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Attest:

Sarpy County Clerk

By
Chairman, Board of Commissioners

APPROVED AT TO FORM:

Deputy County Attorney

Dorothy M. Tubach

Lisa C. Lewis

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this the 3 day of September, A.D. 2010, before me, a Notary Public within and for said County, appeared LISA A. LEWIS and thereupon he/she executed the above and foregoing Contract and acknowledged the same to be his/her voluntary act and deed.

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

GENERAL NOTARY - State of Nebraska
PAMELA K. OSTRANSKY
My Comm. Exp. Dec. 1, 2013

(Seal)

Notary Public

STATE OF NEBRASKA)

) ss.

COUNTY OF ~~SARPY~~ Douglas)

On this the 3rd day of September, A.D. 2010, before me, a Notary Public within and for said County, appeared Dorothy M. Tuback and thereupon he/she executed the above and foregoing Contract and acknowledged the same to be his/her voluntary act and deed.

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

GENERAL NOTARY - State of Nebraska
PEGGY M. THUNN
My Comm. Exp. Aug. 31, 2012

(Seal)

Peggy M. Thunn
Notary Public

CONTRACT FOR JUVENILE COURT LEGAL SERVICES

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

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

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

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. TERM OF CONTRACT:

This Contract shall be in full force and effect from September 1, 2010, through August 31, 2011, unless otherwise terminated as provided herein.

II. COUNSEL'S DUTIES:

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

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

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

F. Counsel may, in his or her best professional judgment, employ experts and/or investigators to assist in the defense of the assigned criminal cases, but such employment shall be at Counsel's sole cost and expense, unless such employment is previously approved by the Court. Other costs incurred by Counsel, including

but not limited to expenses for depositions, transcripts, bills of exception, filing fees, travel expenses, long distance telephone calls, other court costs, and any other costs of whatever type or kind shall be reimbursed by County only when previously approved by the Court. Counsel shall be solely responsible for obtaining such an order.

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

H. Counsel acknowledges that he/she has an ethical duty to maintain records of clients served in order to prevent any actual or apparent conflict of interest, as required by the Nebraska Code of Professional Responsibility and case law, including *State ex rel. FirsTier Bank v. Buckley,* 244 Neb. 838 (1993), and *State ex rel. Creighton University v. Hickman,* 245 Neb. 247 (1994). Counsel shall be solely responsible for maintaining such records, and notifying the Court of any conflict prior to representing a particular client. Counsel shall also be liable for any and all consequences arising out of a breach of this duty.

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

J. Counsel may find it necessary in his/her professional opinion to appeal a decision from the Separate Juvenile Court to the Nebraska Court of Appeals or Supreme

Court; or, to file a petition for termination of parental rights or a determination of paternity or guardianship under Sections 28, 29 and 30 of 1998 Neb. Laws LB 1041, as the same may be later amended. Such representations shall be at one-half (½) Counsel's usual rate for legal services, but said fee shall not exceed Eighty Dollars ($80) per hour. Reimbursement for extraordinary expenses during an appeal shall be made as set forth above, and shall not be paid by County unless previously approved by the Court. For each case to be appealed or petition filed the Juvenile Court Judge shall conduct a new financial hearing to determine the ability of the parties to pay attorneys' fees and costs of the appeal.

K. The Court may appoint Counsel to serve in no more than one-fourth (1/4) of the cases from which the Sarpy County Public Defender has been disqualified during the term of this Contract. A monthly list showing total appointments made by the Court will be furnished to Counsel by the Court.

L. Counsel shall continue to serve on all cases to which they have previously been appointed at no additional charge to County.

M. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by

the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor 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. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

III. COUNTY'S DUTIES:

A. In return for Counsel's performance of the duties described above, County promises to pay Counsel for the term of this Contract as follows: from September 1, 2010 to August 31, 2011, twelve (12) monthly installments of $4,963.83. In case of representation of extraordinary complexity, or significantly increased caseload, or should Counsel be required to spend significantly more than ninety (90) hours per month in performing services on behalf of the Court, and therefore the compensation paid under this Contract is insufficient as compared to the hours of service multiplied by a reasonable hourly fee, the Parties hereto may consider

renegotiation of the compensation hereunder on a good faith basis.

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

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

D. Payment for extraordinary expenses approved by the Court shall be made monthly by separate Sarpy County Warrant.

IV. RECORD KEEPING AND CONFIDENTIALITY OF RECORDS:

A. Counsel declares, promises and warrants that he/she will keep records showing the actual time spent and type of services provided and record of expenses for each client which Counsel shall represent under this Contract. A report containing this information, with total of each item for each case and a composite total for all cases for the month shall be provided by Counsel to County each month. 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.

V. ASSIGNABILITY:

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

VI. TAXES:

The Parties hereto stipulate and agree that any and all expenses, including but not limited

to overhead, costs, fees, taxes, health, liability, or unemployment insurance, dues, professional fees, and any other expenses of whatever type and kind, assessed against Counsel shall be the exclusive obligation of Counsel.

VII. SEVERABILITY CLAUSE:

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

VIII. NONDISCRIMINATION CLAUSE:

The Parties hereto promise to abide by the Americans With Disabilities Act of 1990, (42 U.S.C.A. §12101, et seq.), the Rehabilitation Act of 1973 (29 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 1990), 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 1993), 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 1991), the Parties hereto declare and affirm that no officer, member, or employee of County, and no member of its governing

body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

X. USE OF OUTSIDE AGENTS:

Counsel warrants that it has not employed or retained any County or person, other than a bona fide employee working for Counsel, to solicit or secure this Contract, and that Counsel has not paid or agreed to pay any County or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

XI. NON-RAIDING CLAUSE:

Counsel shall not engage the services of any person or persons presently in the employ of the County for work covered by this Contract without the written consent of the employer of such person or persons.

XII. NATURE OF THE RELATIONSHIP:

Each Party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each Party is an independent contractor, and

neither Party is nor will become the employee of the other as a result of the relationship created by this Contract.

XIII. INTEGRATION CLAUSE:

This Contract contains the entire Contract between the Parties, and there are no other written or oral promises, Contracts or warrants which may affect it, except as contained herein. This Contract cannot be amended except by written Contract of both parties. Notice to the Parties shall be given in writing to the agents for each Party named below:

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

Counsel: Ann W. Davis
2308 Cornhusker Road
Omaha, NE 68123

XIV. COMPLIANCE WITH LAWS:

Counsel shall comply with all Federal and State laws applicable to this Contract, including but not limited to those set forth herein.

XV. TERMINATION:

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

XVI. HOLD HARMLESS CLAUSE:

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

Counsel.

XVII. CONSEQUENCES OF BREACH:

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

XVIII. APPLICABLE LAW:

This Contract shall be construed under the laws of the State of Nebraska.

XIX. EFFECT OF HEADINGS:

Section headings in this Contract are for convenience only and shall not be used to construe the provisions herein.

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EXECUTED IN DUPLICATE THIS 21st DAY OF September, 2010.

COUNTY OF SARPY,
A Body Politic and Corporate.

(SEAL)

Attest:

Sarpy County Clerk

By
Chairman, Board of Commissioners

APPROVED AT TO FORM:

Deputy County Attorney

Ann W. Davis

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this the 1st day of SEPTEMBER, A.D. 2010, before me, a Notary Public within and for said County, appeared ANN W. DAVIS and thereupon he/she executed the above and foregoing Contract and acknowledged the same to be his/her voluntary act and deed.

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

GENERAL NOTARY-State of Nebraska
RICHARD W. WHITWORTH
My Comm. Exp. Nov. 1, 2013

(Seal)

Richard W. Whitworth
Notary Public

CONTRACT FOR JUVENILE COURT LEGAL SERVICES

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

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

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

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

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. TERM OF CONTRACT:

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II. COUNSEL'S DUTIES:

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

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

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

F. Counsel may, in his or her best professional judgment, employ experts and/or investigators to assist in the defense of the assigned criminal cases, but such employment shall be at Counsel's sole cost and expense, unless such employment is previously approved by the Court. Other costs incurred by Counsel, including

but not limited to expenses for depositions, transcripts, bills of exception, filing fees, travel expenses, long distance telephone calls, other court costs, and any other costs of whatever type or kind shall be reimbursed by County only when previously approved by the Court. Counsel shall be solely responsible for obtaining such an order.

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

H. Counsel acknowledges that he/she has an ethical duty to maintain records of clients served in order to prevent any actual or apparent conflict of interest, as required by the Nebraska Code of Professional Responsibility and case law, including *State ex rel. FirsTier Bank v. Buckley,* 244 Neb. 838 (1993), and *State ex rel. Creighton University v. Hickman,* 245 Neb. 247 (1994). Counsel shall be solely responsible for maintaining such records, and notifying the Court of any conflict prior to representing a particular client. Counsel shall also be liable for any and all consequences arising out of a breach of this duty.

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

J. Counsel may find it necessary in his/her professional opinion to appeal a decision from the Separate Juvenile Court to the Nebraska Court of Appeals or Supreme

Court; or, to file a petition for termination of parental rights or a determination of paternity or guardianship under Sections 28, 29 and 30 of 1998 Neb. Laws LB 1041, as the same may be later amended. Such representations shall be at one-half (½) Counsel's usual rate for legal services, but said fee shall not exceed Eighty Dollars ($80) per hour. Reimbursement for extraordinary expenses during an appeal shall be made as set forth above, and shall not be paid by County unless previously approved by the Court. For each case to be appealed or petition filed the Juvenile Court Judge shall conduct a new financial hearing to determine the ability of the parties to pay attorneys' fees and costs of the appeal.

K. The Court may appoint Counsel to serve in no more than one-fourth (1/4) of the cases from which the Sarpy County Public Defender has been disqualified during the term of this Contract. A monthly list showing total appointments made by the Court will be furnished to Counsel by the Court.

L. Counsel shall continue to serve on all cases to which they have previously been appointed at no additional charge to County.

M. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by

the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor 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. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

III. COUNTY'S DUTIES:

A. In return for Counsel's performance of the duties described above, County promises to pay Counsel for the term of this Contract as follows: from September 1, 2010 to August 31, 2011, twelve (12) monthly installments of $4,963.83. In case of representation of extraordinary complexity, or significantly increased caseload, or should Counsel be required to spend significantly more than ninety (90) hours per month in performing services on behalf of the Court, and therefore the compensation paid under this Contract is insufficient as compared to the hours of service multiplied by a reasonable hourly fee, the Parties hereto may consider

renegotiation of the compensation hereunder on a good faith basis.

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

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

D. Payment for extraordinary expenses approved by the Court shall be made monthly by separate Sarpy County Warrant.

IV. RECORD KEEPING AND CONFIDENTIALITY OF RECORDS:

A. Counsel declares, promises and warrants that he/she will keep records showing the actual time spent and type of services provided and record of expenses for each client which Counsel shall represent under this Contract. A report containing this information, with total of each item for each case and a composite total for all cases for the month shall be provided by Counsel to County each month. 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.

V. ASSIGNABILITY:

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

VI. TAXES:

The Parties hereto stipulate and agree that any and all expenses, including but not limited

to overhead, costs, fees, taxes, health, liability, or unemployment insurance, dues, professional fees, and any other expenses of whatever type and kind, assessed against Counsel shall be the exclusive obligation of Counsel.

VII. SEVERABILITY CLAUSE:

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

VIII. NONDISCRIMINATION CLAUSE:

The Parties hereto promise to abide by the Americans With Disabilities Act of 1990, (42 U.S.C.A. §12101, et seq.), the Rehabilitation Act of 1973 (29 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 1990), 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 1993), 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 1991), the Parties hereto declare and affirm that no officer, member, or employee of County, and no member of its governing

body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

X. USE OF OUTSIDE AGENTS:

Counsel warrants that it has not employed or retained any County or person, other than a bona fide employee working for Counsel, to solicit or secure this Contract, and that Counsel has not paid or agreed to pay any County or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

XI. NON-RAIDING CLAUSE:

Counsel shall not engage the services of any person or persons presently in the employ of the County for work covered by this Contract without the written consent of the employer of such person or persons.

XII. NATURE OF THE RELATIONSHIP:

Each Party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each Party is an independent contractor, and

neither Party is nor will become the employee of the other as a result of the relationship created by this Contract.

XIII. INTEGRATION CLAUSE:

This Contract contains the entire Contract between the Parties, and there are no other written or oral promises, Contracts or warrants which may affect it, except as contained herein. This Contract cannot be amended except by written Contract of both parties. Notice to the Parties shall be given in writing to the agents for each Party named below:

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

Counsel: Ann E. Ebsen
103 Highland Street
Papillion, NE 68046

XIV. COMPLIANCE WITH LAWS:

Counsel shall comply with all Federal and State laws applicable to this Contract, including but not limited to those set forth herein.

XV. TERMINATION:

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

XVI. HOLD HARMLESS CLAUSE:

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

Counsel.

XVII. CONSEQUENCES OF BREACH:

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

XVIII. APPLICABLE LAW:

This Contract shall be construed under the laws of the State of Nebraska.

XIX. EFFECT OF HEADINGS:

Section headings in this Contract are for convenience only and shall not be used to construe the provisions herein.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED IN DUPLICATE THIS 21st DAY OF September, 2010.

COUNTY OF SARPY,
A Body Politic and Corporate.

(SEAL)

Attest:

Sarpy County Clerk

By
Chairman, Board of Commissioners

APPROVED AT TO FORM:

Deputy County Attorney

Ann E. Ebsen

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this the 2 day of September, A.D. 2010, before me, a Notary Public within and for said County, appeared Ann E. Ebsen and thereupon he/she executed the above and foregoing Contract and acknowledged the same to be his/her voluntary act and deed.

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

STATE OF NEBRASKA GENERAL NOTARY
COLLEEN D. BERGREN
MY COMMISSION EXPIRES
April 18, 2013

(Seal)

Notary Public