

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING AGREEMENT FOR LEGISLATIVE SERVICES

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, an agreement has been proposed with Husch Blackwell, LLP to provide legislative and lobbying services to Sarpy County, as may be directed by the County Board.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board together with the County Clerk be and hereby are authorized to execute on behalf of this Board the Agreement for Legislative Services with Husch Blackwell, LLP, a copy of which is attached hereto, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 20th day of November 2012.

Gene Lausman

 Chairman, Sarpy County Board
 Clerk

Rusty H

 Sarpy County Clerk
 Board Chairman



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
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

November 20, 2012

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolution to approve legislative services agreement with Husch Blackwell, LLP

The County has received a proposal from Husch Blackwell, LLP to provide legislative services over the next year for a fee of \$3,000 per month. While the County Board of Commissioners and Elected Officials have been well served for many years by relying on Fred Uhe as our part-time lobbyist, it's become necessary to engage a professional firm to have additional support available.

As you may know, the legislature again will consider eliminating or phasing out the County Inheritance Tax, along with hundreds of other bills that carry either cost, operational, or regulatory implications for the County. Supplementing Fred's efforts with Husch Blackwell's services will make sure Sarpy County's voice is heard during next year's legislative session.

Please feel free to contact me or Mark Wayne if you have any questions. Thank you.



Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling
Mark Wayne
Fred Uhe
Brian Hanson
Tim Gay
Mike Smith

AGREEMENT FOR LEGISLATIVE SERVICES

This Agreement is made and entered into this 21st day of November, 2012, by and between Husch Blackwell, LLP, hereinafter referred to as "Contractor", and the COUNTY OF SARPY, a political subdivision of the State of Nebraska, hereinafter referred to as "County".

WHEREAS, the County proposes to engage Contractor in accordance with the terms and conditions set forth herein to provide legislative and lobbying services to the County; and

WHEREAS, Contractor possesses certain skills, experience, and competency to perform such services.

NOW, THEREFORE, the parties do mutually agree as follows:

The County agrees to employ the Contractor and Contractor agrees to provide the services as set forth in the Scope of Services which is attached hereto, marked as Exhibit "A", and made part hereof by reference as if fully set forth herein. Contractor shall only work on those issues and legislative bills as directed by County, and shall only advocate those positions as may be directed by the County. It is understood that, in the absence of written agreement to the contrary, Contractor's work in connection with this engagement shall not be considered to create an attorney-client relationship between Contractor and any other persons or entities related to Sarpy County, Nebraska, and thus the sole client for this engagement shall be Sarpy County, Nebraska. Contractor will not consider entities affiliated with Sarpy County, Nebraska as our clients for the purpose of checking future conflicts of interest.

1. The County agrees to employ the Contractor and Contractor agrees to provide the services as set forth in the Scope of Services which is attached hereto, marked as Exhibit "A", and made part hereof by reference as if fully set forth herein. Contractor shall only work on those issues and legislative bills as directed by County, and shall only advocate those positions as may be directed by the County. It is understood that, in the absence of written agreement to the contrary, Contractor's work in connection with this engagement shall not be considered to create an attorney-client relationship between Contractor and any other persons or entities related to Sarpy County, Nebraska, and thus the sole client for this engagement shall be Sarpy County, Nebraska. Contractor will not consider entities affiliated with Sarpy County, Nebraska as our clients for the purpose of checking future conflicts of interest.

2. The term of the Agreement shall be for a period of one (1) year, commencing on December 1, 2012, and terminating November 30, 2013.

3. The County agrees to pay the Contractor as compensation for the services set forth herein, the sum of \$3,000 per calendar month. Said payment shall be made on or before the 10th day of following month.

4. Contractor shall not be entitled to reimbursement for expenses of any nature whatsoever regardless of whether or not such expenses were incurred by Contractor in

furtherance of this Agreement, unless such expenses are expressly agreed to by County in advance.

5. It is expressly understood and agreed that this Agreement constitutes the entire agreement between Contractor and County and sets forth the rights, duties, and obligations of each to the other as of this date. Any changes to this Agreement subsequent to its effective date must be in writing and duly executed by both Contractor and County.

6. The Contractor shall at all times be registered as a lobbyist for the County of Sarpy pursuant to Nebraska law.

7. The Contractor agrees to personally perform the services set forth in this Agreement.

8. The Contractor shall not assign any interest in this Agreement, nor transfer any interests of the same without the prior written consent of the County. Contractor shall not delegate any of the duties hereunder to any other person, firm or corporation, without the prior written consent of the County.

9. When deemed necessary by the County and the elected official involved, if any, the County shall make its staff available to Contractor to provide testimony and information needed to further County purposes. Contractor shall, at his expense, provide his own clerical and support services.

10. Conflicts. As we have discussed, Husch Blackwell LLP has offices in a number of cities, and we represent many clients on a regional or national basis. It is possible that some of our present or future clients will have disputes with Sarpy County, Nebraska during the time we are providing legal services. Therefore, as a condition to our undertaking this engagement, you have agreed that our firm may continue to represent or undertake in the future to represent existing or new clients whose interests are adverse to yours in matters, including litigation matters, that are not substantially related to the matters as to which we are representing you. You have agreed that the validity and enforceability of this unrelated matter conflict waiver is an essential condition to the firm's willingness to accept this engagement, and the firm would not have accepted the engagement but for this waiver. Accordingly, you agree that, if the validity or enforceability of this waiver is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients even in matters directly adverse to Sarpy County, Nebraska. We agree, however, that your prospective consent to conflicting representation shall not apply in any matter substantially related to a matter in which we have provided legal services to Sarpy County, Nebraska. Contractor will notify the County of Contractor's intent to represent any new clients, and any new clients shall be included on Exhibit "B" attached hereto and incorporated by this reference, and which shall represent a complete list of all lobbyist clients represented by the Contractor.

11. Any reports, information, data, statistical forms, procedures, systems, studies, and any other communications or form of knowledge given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not

be made available to any individual or organization by Contractor without the prior written approval of the County.

12. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served upon the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County	Contractor
Sarpy County Board of Commissioners	Husch Blackwell, LLP
1210 Golden Gate Drive	1620 Dodge Street, Suite 2100
Papillion, NE 68046	Omaha, NE 68102

or such other address as Contractor has provided in writing to the Sarpy County Board.

13. Communications. Contractor understands that it is to report to and take direction from Mr. Mark Wayne for this engagement. Contractor understands that County has approved the use of internet e-mail for communications concerning this matter.

14. It is agreed that the County is interested only in the results obtained and that the Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. The Contractor is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, retirement benefits, workers compensation benefits, sick leave, injury leave, or other benefits.

15. Either party may terminate this Agreement by giving the other party written notice of its intention to terminate at least thirty (30) days prior to the effective date of such termination. Upon breach of this Agreement, either party shall have the right to terminate this Agreement by giving thirty (30) days written notice to the other party setting forth the specific breach and providing that if, within said 30-day period said breach is not cured or remedied, then the Agreement shall ipso facto terminate on the date specified. In the event of termination by either Contractor or County, any compensation due Contractor pursuant to Paragraph 3, above, shall be prorated to the effective date of termination.

16. The Contractor hereby agrees to indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents and employees from and against all losses, claims, damages, and expenses, including court-ordered attorney's fees, arising out of, or resulting from the acts or omissions of Contractor acting pursuant to the terms of this Agreement.

17. The Contractor is responsible for the payment of all federal, state and local taxes payable on the compensation paid to him pursuant to this Agreement, including but not limited to, federal and state income tax and Social Security taxes.

18. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability or national origin, or upon any other basis prohibited by federal, state, or local law.

19. Employee Verification. 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.

20. The Contractor shall file in a timely manner all forms and reports required by law to be filed with the Nebraska Accountability and Disclosure Commission (NADC).

EXECUTED this 27th day of Nov., 2012, by Contractor.

Husch Blackwell, LLP

By: Steve J. Grasz
Steve Grasz, Partner
Tim Gay, Governmental Affairs & Public Policy
Senior Advisor

EXECUTED this 20th day of November 2012, by Sarpy County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF SARPY
COUNTY, NEBRASKA

BY: Rusty Hike
Rusty Hike, Chair

Exhibit A
Scope of Services

Contractor shall provide the following services to the County in a professional and timely manner:

1. Assist in developing and implementing legislative and regulatory agendas
2. Present legislative and regulatory policy briefings.
3. Notify stakeholders of committee hearings, interim study hearings, and other pertinent meetings.
4. Monitor and report on legislative activity, including floor action and debate, anticipated legislative bills, resolutions, amendments and other activity by the Legislature and its committees.
5. Draft and present testimony directly, or prepare selected witnesses to do so.
6. Educate elected officials and their staff employees, and committee staff, on issues important to the County.
7. Educate local leadership and state leadership on significant County issues.
8. Draft legislation and amendments.
9. Assist in securing bill and/or amendment sponsors.
10. Represent the County at events as directed.
11. Provide verbal recount of legislative and regulatory activities as needed.
12. Provide written reports summarizing legislative and regulatory actions upon request.
13. Meet with individual Senators and agency board and committee members regarding issues important to the County.
14. Partner with groups sharing similar interests, as directed by the County.
15. Participate in pertinent workgroups and coalitions, as directed by the County.
16. Complete and deliver all required ethics reports to the NADC.
17. Be available to the County 24 hours a day, seven days a week.
18. Assist in identification of and applications for grant funding.
19. Actively engage in lobbying specific positions of support or opposition to legislation as directed by the Sarpy County Board.

Exhibit B

Husch Blackwell, LLP Client List

KVC Behavioral Health

Blue Cross and Blue Shield of Nebraska

Papio-Missouri Natural Resources District

Nebraska Chiropractic Physicians

Visiting Nurses Association