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BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING AGREEMENT FOR LEGISLATIVE SERVICES

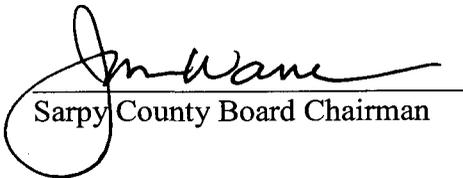
WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), 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.

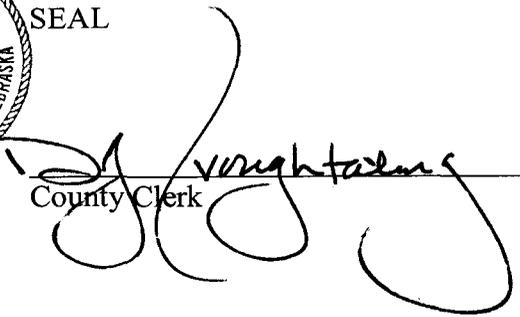
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to execute on behalf of this Board the agreement for Legislative Services with Husch Blackwell, LLP, a copy of which is attached hereto, and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

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of December 2013.


Sarpy County Board Chairman



Attest
SEAL


County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Legislative Services Agreement

In November, 2012 the County Board approved an agreement for various legislative services with Husch Blackwell, LLP. The agreement was put into place to engage a professional firm for additional support in lobbying efforts. This arrangement has proven to be beneficial to the County by ensuring the County's needs were heard during the last legislative session. The 2013 agreement is the same as the previous with the same monthly fee of \$3,000.

December 4, 2013

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson

AGREEMENT FOR LEGISLATIVE SERVICES

This Agreement is made and entered into this 31st day of Dec, 2013, 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, 2013, and terminating November 30, 2014.

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.

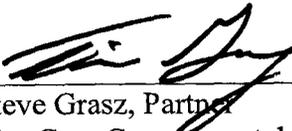
18. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability or national 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 31 day of December, 2013, by Contractor.

Husch Blackwell, LLP

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

EXECUTED this 10th day of December, 2013, by Sarpy County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF SARPY
COUNTY, NEBRASKA

BY: 
Jim Warren, Chair

Approved as to form.

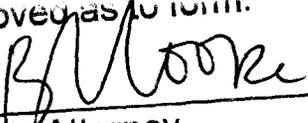

County Attorney

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

KVC Behavioral Health

Blue Cross and Blue Shield of Nebraska

Papio-Missouri Natural Resources District

Nebraska Chiropractic Physicians

Visiting Nurses Association/Easter Seals of Nebraska

Maximus, Inc.

Pinpoint Communications

NextEra Energy Resources

Invenergy

Papillion/LaVista Schools