

AGREEMENT FOR LEGISLATIVE SERVICES

This Agreement is made and entered into this 28 day of JUNE, 2018, by and between KISSEL, KOHOUT, ES ASSOCIATES LLC, hereinafter referred to as "Contractor", and the COUNTY OF LANCASTER, 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:

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 a part hereof by reference as if fully set forth herein.
2. The term of the Agreement shall be for a period of two (2) years, commencing on November 1, 2018, and terminating on October 31, 2020.
3. The County agrees to pay to the Contractor as compensation for the services set forth herein, the sum of \$63,000 for year one and \$63,000 for year two. Contractor shall be paid on a monthly basis commencing on the 15th day of November, 2018, and on the 15th day of each month thereafter until through the month of October, 2020.
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.
5. It is expressly understood and agreed that this Agreement constitutes the entire agreement between Contractor and the 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 Lancaster 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 Board 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. Contractor covenants that he presently has no interests and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Agreement. 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. The County understands that the Contractor has formed a limited liability company with the law firm of Erickson & Sederstrom, P.C., known as Kissel, Kohout, ES Associates. It is expressly understood that the Contractor shall independently develop his own list of lobbyist clients, and he is not legally obligated to lobby for the clients of the law firm of Erickson & Sederstrom, P.C.

12. 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.

13. 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
Lancaster County Board of Commissioners 555 South 10th Street Lincoln, Nebraska 68508	Kissel, Kohout, ES Associates LLC Cornhusker Plaza 301 South 13th Street, Suite 400 Lincoln, Nebraska 68508

or such other address as Contractor has provided in writing to the Lancaster County Clerk.

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. To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

17. Insurance: The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the County. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the County being secondary or excess.

General Liability Insurance: The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations,

Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the Contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

Additional Insured: All Contractors shall provide an Additional Insured Endorsement form or other proof showing the County as additional insured for commercial general liability, auto liability and such other coverages as may be required by the County. The form or other proof shall be as is acceptable to the County Attorney.

Workers' Compensation Insurance: The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

Professional Liability: Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to County.

Certificates: The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the County within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

Umbrella or Excess Liability: The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

Sovereign Immunity: Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

18. 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 necessarily limited to, federal and state income tax and Social Security taxes.

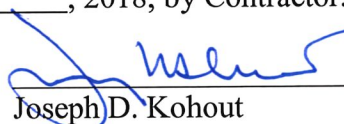
19. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability or national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

20. Employee Verification. In accordance with Neb. Rev. Stat. §4-108 through §4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

21. 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.

EXECUTED this 28 day of JUNE, 2018, by Contractor.

BY:



Joseph D. Kohout

EXECUTED this _____ day of _____, 2018, by Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this _____ day of
_____, 2018.
for Patrick Condon
County Attorney

BY: _____
Todd Wiltgen, Chair

EXHIBIT A

SCOPE OF SERVICES

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

1. Contractor will coordinate and carry out the County's lobbying efforts before the Nebraska Unicameral as directed by the Lancaster County Board.
2. Contractor must be available to talk with Senators and representatives of the County as necessary each day the Legislature is in session and must meet with other Senators or lobbyists as necessary.
3. Contractor shall report and be directly responsible to the County Board and will consult with the Board and its designated representatives as necessary or when required to do so. Contractor shall meet with the County Board upon request prior to and during each legislative session to advise and assist the County Board during its consideration of legislative matters of County concern, and the Contractor will meet with the County Board once every week during the legislative session at the Board's regularly scheduled staff meeting on Thursday morning commencing at 8:30am.
4. Contractor will file a written report each week with the County Board. The report shall contain any information necessary to keep the Board up to date on legislative bills of interest to the County.
5. Contractor must have a broad understanding of all legislative matters of County concern.
6. Contractor will contact Senators to obtain sponsors for legislative proposals of the County, and work closely with those Senators on the legislative proposals. Contractor must be aware of all legislative hearings, and will advise the County Board in advance of all hearings on legislative matters of County concern. Further, the Contractor shall provide the County with a written summary of all legislative hearings relating to matters of interest to the County.

7. Contractor shall be responsible for tracking all Interim Study Resolutions of the Legislature, and shall notify the County in writing regarding all such resolutions which directly or indirectly affect the interests of the County.

8. An employee of the Contractor will be designated to act as a liaison with County department heads and other elected officials. The liaison shall contact department heads and elected officials as needed regarding legislative matters of interest to the County.

9. Other duties performed by the Contractor shall include:

- Read and review all legislation
- Identify bills and amendments of importance
- Prepare testimony
- Organize public hearing testimony
- Maintain contacts with Senators and their staff
- Work with committee staffs and legislative staff
- Work individually with Senators on committees of importance
- Discuss issues with all Senators
- Coordinate strategy with Senators, staffs and other lobbyists
- Sponsor and attend fund-raisers
- Sponsor and attend legislative events
- Work with Executive Branch and State personnel
- Maintain daily records of legislative action
- Alert County when County action is required
- Maintain legislative files for the County
- Prepare legislative newspapers as needed
- Prepare updates as needed
- Prepare end of session report as needed
- Assess and communicate legislative impacts
- Attend meetings when needed and requested
- Provide access to cellular phone
- Return calls promptly
- Web page (www.kisseles.com) for updates
- Legislative updates via fax
- Screen candidate policy positions
- Meet with Senators and staff during offseason

EXHIBIT B

CLIENT LIST June 20, 2018

American Petroleum Institute
Associated Beverage Distributors of Nebraska
Burlington Northern Santa Fe Railway
CenturyLink
Copart Corporation
Enbridge Corporation (formerly Spectra Energy)
Kaplan Higher and Professional Education in Nebraska
Lancaster County Board of Commissioners
Metropolitan Area Planning Agency
Nebraska Association of Regional Administrators
Nebraska CASA Association
Nebraska Cooperative Council
Nebraska Golf Association (Nebraska PGA)
Nebraska Municipal Power Pool
Nebraska Regional Officials Council
Polaris Industries
Professional Engineers Coalition
Ralston Public Schools
Telecare Corporation
United Cities of Sarpy County