

**AGREEMENT BETWEEN LANCASTER COUNTY
AND THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, ON
BEHALF OF THE CHILDREN'S JUSTICE CLINIC AT THE UNIVERSITY OF
NEBRASKA**

This Agreement is entered into by and between the County of Lancaster, Nebraska, hereinafter referred to as "the County" and the Board of Regents of the University of Nebraska, on behalf of the University of Nebraska – Lincoln and its Children's Justice Clinic at the University of Nebraska, hereinafter referred to as "the Contractor." Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, indigent parents and juveniles in Juvenile Court proceedings initiated pursuant to Neb. Rev. Stat. § 43-247(3)(a) are entitled to legal representation; and

WHEREAS, the Contractor, wishes to perform the responsibilities and obligations of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

- 1) Term. The Term of this Agreement shall be for a period of three years, beginning June 1, 2017, and ending June 30, 2020, unless terminated pursuant to the terms of this Agreement. At the conclusion of the Term, the Parties may renew the Agreement upon mutual written agreement.
- 2) Purpose. The purpose of this Agreement is to provide legal representation to indigent clients in proceedings arising pursuant to Neb. Rev. Stat. § 43-247(3)(a) in the Separate Juvenile Court of Lancaster County. The Separate Juvenile Court of Lancaster County may be referred to as "the Court" throughout.
- 3) Representation. The Contractor shall be responsible for providing legal representation as provided herein. The Contractor shall provide, through the services of attorneys, and paralegals, where appropriate, all necessary legal services, including but not limited to investigation, legal research, and representation at hearings, in the following types of cases:
 - (a) Abuse or Neglect Cases. Cases filed pursuant to Neb. Rev. Stat. § 43-247(3)(a) where the Contractor is appointed either Guardian Ad Litem. The Contractor shall be compensated as provided in Section 6) of this Agreement for each case to which the Contractor is appointed in the calendar month of the appointment. For purposes of this Agreement, "case" shall mean one client or one group of clients in active/pending cases (including wards(s) when serving

as Guardian ad Litem) regardless of the number of petitions, motions, or supplemental pleadings filed in matters under Neb. Rev. Stat. § 43-247(3)(a) (but does not include appeals taken in such matters), involving that client or group of clients in the Separate Juvenile Court of Lancaster County.

1. When serving as the Guardian Ad Litem to a client in a (3)(a) case, the Contractor may be appointed by the Court in any (3)(b) case relating to that client.
 2. If a client indicates a desire to file an appeal of a final order, the Contractor will notify the Court, and the Court may either appoint separate counsel to represent the client in an appeal, or authorize the Contractor to pursue the appeal, and such an appeal will be counted as a separate case under this Section.
- 4) Outside Appointments. Contractor agrees not to accept appointments from the Court except as provided for in this Agreement.
- 5) Prohibited Representation. The Contractor shall not represent clients in any activity prohibited by, or inconsistent with the requirements of Section 504(a) (11) of 110 Stat. 1321 (1996) and 45 CFR part 1626 of the Legal Service Corporation (LSC) Regulation governing representation of aliens and Section 504(a)(15) and 45 CFR part 1637 of the LSC Regulation governing prisoner litigation. Contractor agrees to notify the Separate Juvenile Court of Lancaster County and the Lancaster County Public Defender of its inability to represent a client because of these requirements. Contractor shall not be responsible for the representation of such clients.
- 6) Compensation. The County agrees to pay the Contractor in the amount of \$1,778.00 per case to which the Contractor is appointed by the Court in the calendar month of the appointment.

On or before the 15th day after the conclusion of each calendar month within the Term, Contractor shall submit a detailed invoice of all of Contractor's appointments occurring in that calendar month. The invoice shall be submitted to the Lancaster County Juvenile Court Administrator, 575 S 10th St, Room 413, Lincoln, Nebraska 68508.

The County shall review the invoice, and if the invoice properly reflects the performance of duties under this Agreement, County shall approve the invoice for payment within 30 days of receipt of the invoice. Objections to any items in the invoice shall be made in writing by the County to the Contractor within 10 days of receipt of

the invoice. Any items not objected to as described herein shall be deemed approved. Payment for any approved line items in an invoice shall be made promptly upon approval.

The Parties agree that this Agreement does not provide compensation in the form of a retainer. The Contractor agrees that it shall be paid only for services actually rendered provided pursuant to this Agreement. The Parties agree that the compensation paid by the County to the Contractor covers all ordinary costs of representation in these cases including but not limited to items such as overhead costs, telephone costs, postage, supplies, support staff costs, photocopying expenses and attorney's fees.

The Parties also agree that incidental costs, which include but are not necessarily limited to, depositions, medical records duplication, interpreters, and expert witnesses, are outside the scope of this Agreement. Contractor may apply to the Separate Juvenile Court of Lancaster County to obtain reimbursement for any of these necessary incidental costs.

- 7) Records. Contractor shall provide the Lancaster County Public Defender with information regarding caseloads, attorney time, and case status, on a monthly basis, in a format approved by the Lancaster County Public Defender.
- 8) Code of Conduct. Contractor agrees that all attorneys working under this Agreement under the employ of Contractor shall meet minimum qualifications including being licensed by the Nebraska State Bar Association. Attorneys employed by the Contractor and law students supervised by attorneys employed by Contractor shall also comply with all applicable legal and ethical requirements of attorneys and senior-certified law students in representation of these types of cases, including the Nebraska Supreme Court's Guidelines for Guardian Ad Litem for Juveniles in Juvenile Court Proceedings and Neb. Ct. R. Chapter 3, Article 7. Contractor will provide legal services to all specified clients in a professional, skilled manner, consistent with minimum standards set for by the American Bar Association, any applicable State Bar Association standards, the Canons of Ethics for Attorneys in the State of Nebraska, and case law and applicable court rules defining the duty of counsel and the rights of clients in the types of cases handled by Contractor.
- 9) Conflicts. Contractor agrees to notify the Separate Juvenile Court of Lancaster County of any conflict of interest it may have regarding the representation of a client under this Agreement. Contractor shall not be responsible for the representation of such clients or for the payment of any private attorney fees.

- 10) Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.
- 11) Assignment. Neither Party shall assign its duties and responsibilities under this Agreement without the express written permission of the other Party. Any assignment without the other party's express written permission shall be absolutely void.
- 12) Hold Harmless. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.
- 13) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- 14) Equal Employment Opportunity. In connection with the carrying out of activities provided herein, Contractor shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.
- 15) Termination. This Agreement may be terminated at any time by either Party by giving thirty (30) days written notice. Contractor agrees that all files shall be kept current or made current upon the effective date of termination. Contractor further agrees that in

the case of termination of the Agreement, all client files, or copies thereof, shall be turned over to subsequent counsel. Contractor also agrees to maintain and provide for the orderly transition of client case files and cases to subsequent counsel consistent with Contractor's responsibilities under the Code of Professional Responsibility. Contractor agrees to file Motions to Withdraw in the case of termination of this Agreement.

- 16) Modification. The Parties agree that any material change of circumstances may necessitate the modification of this Agreement.
- 17) Applicable Law. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of laws. In the event that any provision of this agreement conflicts with the laws of the State of Nebraska, or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, said Agreement may be immediately terminated by either Party.
- 18) Audit and Inspection. Contractor shall permit the Finance Officer of the County or his/her authorized representative(s) to inspect all materials and to audit the books, records and accounts of Contractor pertaining to this Agreement, exclusive of case files of clients.
- 19) Insurance. The Contractor shall present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability, Professional Liability, and Workers' Compensation Insurance. The County shall be treated as an additional insured as if the Contractor possessed General Liability Insurance.
- 20) Integration. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties concerning the subject matter of this Agreement whether verbal or written.
- 21) Third Party Rights. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

Executed by the Contractor, this 7th day of June, 2017.

BY: *Suzan J. Lund*

NAME: Suzan Lund

TITLE: Associate Director Sponsored Programs

On Behalf of

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

Executed by the County, this 13 day of June, 2017.

BY THE BOARD OF COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

Deb Schorr
Todd Wilson
Bill Arty
Anna Arty
BRINKMAN ABSENT

APPROVED AS TO FORM:

THIS 13 day of June, 2017,

[Signature]

For Joe Kelly
Lancaster County Attorney

CERTIFICATE OF INSURANCE		DATE 6/8/2017
PRODUCER BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE LINCOLN NE 68583	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
INSURERS AFFORDING COVERAGE		
INSURED BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE STREET LINCOLN NE 68583	INSURER A: Self Insured Trust Agreement	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR	SELF INSURED TRUST	7/1/2017	6/30/2018	EACH OCCURRENCE \$1,000,000
		<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE \$3,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON - OWNED AUTOS	SELF INSURED TRUST	7/1/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea Occurrence)
						BODILY INJURY (per person)
						BODILY INJURY (per accident)
						PROPERTY DAMAGE (per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				Auto Only - Ea Accident
						Other than Auto Only: EA ACC AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE
						AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	State of NE Self Insured	7/1/2017	6/30/2018	WC STATUTORY LIMITS
						OTHER
						E. L. EACH ACCIDENT
						E. L. DISEASE-EA EMPLOYEE
A		OTHER Professional Liability	Self-Insured Trust	7/1/2017	6/30/2018	\$1,000,000 each occurrence
						\$3,000,000 general aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proof of insurance for University of Nebraska, Lincoln Children's Justice Clinic.

CANCELLATION

Lancaster County 555 S 10th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: David E. Lechner