

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (the "Agreement") entered this 12 day of July, 2023, between Jarecki Sharp & Petersen P.C., L.L.O. (hereinafter referred to as the "Law Firm") and Central Community College, A Nebraska Nonprofit Corporation (hereinafter referred to as "CCC").

WHEREAS, the Law Firm intends to serve as General Counsel to the Board of Governors of CCC, and desires to represent it and its interests; and

WHEREAS, the Board of Governors of CCC desires the Law Firm represent it and its interests; and

WHEREAS, both parties agree that this contractual relationship is dependent on a mutual respect of confidentiality, and attorney client privilege is accepted and assumed by both parties.

1. TERM OF THIS AGREEMENT: The term of this Agreement will be for 3 years commencing on the date of the Agreement, as indicated above (the "Term"). After the initial Term, this agreement shall be automatically extended under the same terms and conditions on an annual basis. The Law Firm and CCC shall each have the right to terminate this Agreement upon providing thirty (30) days written notice to the other party.

2. SCOPE OF REPRESENTATION: The following is an example of the scope of work to be performed under this Agreement upon the request of CCC to Law Firm:

- a. Provide legal counsel on state, federal, and statutory interpretation;
- b. Provide legal representation of CCC in any claim or lawsuit filed against CCC;
- c. Provide officers, directors, and staff with legal representation, legal advice, and answer legal inquiries pertaining to CCC when appropriate;
- d. Provide legal advice as requested;
- e. Provide representation during public hearings and all other official proceedings;
- f. Provide legal counsel for the draft and review of contracts;
- g. Provide legal counsel during regular and special meetings;
- h. Provide legal counsel to CCC in mediations or negotiations;
- i. Provide legal counsel to CCC on personnel and human resource matters including, but not limited to, civil rights matters, hiring employees, termination of employees, disciplinary actions, grievance procedures, wage and hour matters, Family Medical Leave Act matters, American with Disability Act matters, and other protected leave;
- j. Provide legal research; and
- k. Provide legal counsel on internal processes and procedures of CCC.

3. LAW FIRM ATTORNEYS: The Law Firm retains the right to select the primary attorney to perform the services to CCC as contained herein. On the initial contract date that selected staff member is Katherine E. Sharp and will be changed only if requested by the Board of Governors, Death, the inability to perform the expected scope of services of the contract, separation or termination from the Law Firm, or legally within the parameters of a conflict of duty. Should Katherine E. Sharp be unavailable to perform the services as specified herein, Jeffrey C. Jarecki, Kyle A. Petersen, or any associate attorney, may be selected by the Law Firm to perform said services.

4. SUPPORT STAFF MEMBERS: The Law Firm may assign other personnel within the Law Firm to assist the attorney in the performance of the duties prescribed. The Law firm shall be compensated by CCC for support staff at said staff's hourly rate which ranges from \$80.00 per hour to \$150.00 per hour. The expectation of confidentiality applies to any support staff member acting in this capacity.

5. COMPENSATION/REIMBURSEMENT: The Law Firm will be paid monthly upon issuance of a written invoice stating the services rendered, the date of the service, and the amount of time taken to accomplish the prescribed service. The rate that The Law Firm will be reimbursed will be \$225.00 per hour. In addition, mileage will be reimbursed at the current millage rate and in accordance with the college's mileage policies. No hourly charge will be billed or paid by the college for travel time to or from any college campus in the course of ordinary business of the College. Further, CCC will reimburse allowable expenses such as but not limited to the following:

- a. Postage;
- b. Filing fees;
- c. Any and all material for presentations given at the request of the college; and
- d. Any and all supplies needed for mailings done at the request of the college.

6. MODIFICATIONS: The parties hereto agree that no change or modification shall be made in this Agreement except in writing signed by the parties hereto setting forth the terms of the agreed modification.

7. BINDING EFFECT: The parties hereto agree that all terms, covenants, conditions and agreements of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Signature Page to Follow

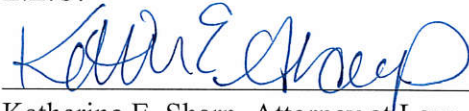
CENTRAL COMMUNITY COLLEGE

Digitally signed by Joel L.
King
Date: 2023.07.12 16:26:16
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Joel L. King

Joel L. King, VP Administrative Services

JARECKI SHARP & PETERSEN P.C.,
L.L.O.



Katherine E. Sharp, Attorney at Law