

## PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (this "Contract") is made and entered into this 18th day of November 2022, by and between Jensen Rogert Associates, Inc., a Nebraska corporation, located at 625 S 14th St, Lincoln, NE 68508, hereinafter called "CONSULTANT," and Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision, hereinafter called "CLIENT." CONSULTANT and CLIENT may be referred to as "Party" in the singular and as "Parties" in the plural.

**WHEREAS**, CLIENT desires the services of CONSULTANT in the area of legislative and governmental representation; and

**WHEREAS**, CONSULTANT desires to perform such services for CLIENT.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the parties do hereby agree as follows:

1. **TERM:** The primary term of this Contract shall commence as of November 1st, 2022, (the "effective date") and shall continue until October 31st, 2024. This contract supersedes the previous contract.
2. **SERVICES:** Commencing on the effective date, CONSULTANT agrees to provide professional representation in the Nebraska Legislature on any legislative bills, resolutions, amendments or studies relating to issues that affect CLIENT. CONSULTANT shall use its best professional judgment when rendering advice to CLIENT and when providing professional representation in the Nebraska Legislature on CLIENT'S behalf. CONSULTANT expressly gives no guarantee regarding outcome of the issue or issues for which CONSULTANT'S services are herein contracted. CONSULTANT shall respond to reasonable reporting requests by the CLIENT regarding activities pursuant to this paragraph.
3. **COMPENSATION:** CLIENT shall pay CONSULTANT for services provided hereunder at the following rate: Thirty Thousand Dollars (\$30,000.00) for the period November 1, 2022 to October 31, 2023, payable in twelve equal monthly installments upon presentation of statement from CONSULTANT; Thirty Thousand Five Hundred Dollars (\$30,500.00) for the period November 1, 2023 to October 31, 2024, payable in twelve equal monthly installment upon presentation of statement from CONSULTANT. If contract is terminated for any reason, the balance of the unpaid annual total due is payable upon such termination.
4. **COMPENSATION FOR EXPENSES:** CLIENT shall pay CONSULTANT for necessary and actual out-of-pocket expenses incurred by CONSULTANT in the performance of services on behalf of CLIENT. Expenses incurred by the CONSULTANT over \$200/month must be approved by the CLIENT before any such reimbursement is made.
5. **BILLING AND PAYMENT:** CONSULTANT shall submit its statement to CLIENT no later than the fifth (5th) day of each month. The statement shall reflect the total amount due as compensation and any expenses incurred. For all expenses, CONSULTANT shall provide with the statement for each expenditure, the date, occasion, participants, and amount, and shall include copies of receipts or other documentation as required in the Internal Revenue Code. CLIENT shall pay CONSULTANT within ten (10) days of receipt of statement. Interest on all past due accounts shall accrue at the rate of one percent (1%) per month until the date of payment.
6. **CONFLICT OF INTEREST:** During the term of this contract, CONSULTANT shall not perform any services on behalf of any enterprise in direct competition with CLIENT without CLIENT'S

knowledge and prior consent. The Parties recognize that CONSULTANT is engaged in the profession of lobbying for a number of clients. From time to time, an issue of legislative concern may affect more than one of CONSULTANT'S clients. The Parties further recognize that the interests of CLIENT and other clients may not be compatible. Because of the time constraints inherent in any legislative session, the Parties also recognize that CONSULTANT may from time to time prorate time spent lobbying on behalf of CONSULTANT'S clients. Any conflicts of interest which arise with respect to any legislative issue as described herein shall be resolved in the following manner: (1) When the conflict involves a specific issue or legislative bill, the conflict will be resolved in favor of the client which has retained the lobbying services of CONSULTANT for the longest period of time. (2) When the conflict involves prioritization of time spent on any legislative issue or bill, the conflict will be resolved in favor of the client paying CONSULTANT the higher fee for services.

7. OWNERSHIP OF MATERIALS: The Parties recognize that CLIENT may make certain privileged or proprietary information available to CONSULTANT to assist in CONSULTANT'S preparation and understanding relative to CLIENT'S issues. CONSULTANT may prepare materials using information provided by CLIENT. All material and information developed by CONSULTANT pursuant to this Contract shall be and remain the exclusive property of CONSULTANT. Any materials, documents, or miscellaneous written information that CLIENT has made available to CONSULTANT in preparation for CONSULTANT'S representation of CLIENT shall be and remain the property of CLIENT. At CLIENT'S request, CONSULTANT shall return or destroy any such materials that are privileged or proprietary in nature.
8. WAIVER: The failure of either Party at any time to require performance of the other Party of any provision of this Contract shall in no way affect the right of the waiving Party thereafter to enforce the same. The waiver by either Party of any breach of a provision of the Contract shall not be held to be a waiver of any succeeding breach of such provision.
9. INDEMNIFICATION: Each Party hereby indemnifies and agrees to save the other Party, its officers, directors and employees harmless from and against all claims, suits, demands, damages, losses, costs and expenses brought by any person, firm or corporation for injuries to or the death of any person, or damage to or loss of property alleged to have arisen out of or in connection with either Party's performance hereunder.
10. CLIENT CONTACT PERSON(S): For representation purposes, client decision points, and direction of actions made and represented by the CONSULTANT on behalf of the CLIENT, the CONSULTANT will take direction from a majority position of the following 3 positions of the Learning Community of Douglas and Sarpy Counties: Chairperson of the Legislation and Policy Subcommittee, the Chairperson of the Coordinating Council, and Chief Executive Officer.
11. INDEPENDENT CONTRACTOR: The Parties hereto agree that the services rendered by CONSULTANT in the fulfillment of the terms and obligations of the Contract shall be as an Independent Contractor and not as an employee, and CONSULTANT is not entitled to the benefits provided by CLIENT to its employees including, but not limited to, group insurance and pension plan. Nor is CONSULTANT an agent, partner, or joint venturer of CLIENT.
12. NEBRASKA ACCOUNTABILITY AND DISCLOSURE ACT: CLIENT and CONSULTANT both shall abide by all applicable Federal and State laws, in particular Sections 49-1480 to 49-1492 of the Nebraska Accountability and Disclosure Act.
13. NOTICES: All notices required or permitted by the terms of this Contract shall be sent by regular United States mail, postage prepaid to the following addresses:

CONSULTANT: Jensen Rogert Associates  
625 S 14th St, Suite A  
Lincoln, NE 68508

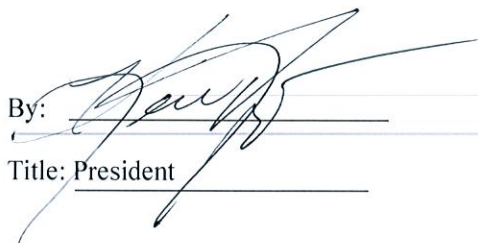
CLIENT: Learning Community of Douglas and Sarpy Counties  
Attn: Chief Executive Officer  
1612 North 24th St.  
Omaha, NE 68110


14. ENTIRETY: This Contract contains the entire agreement between the Parties and there are no oral promises, agreements, or warranties affecting it.
15. COUNTERPART: This Contract may be executed in two (2) or more counterparts, each of which shall be an original but all of which together shall constitute one and the same Contract.
16. ZERO OVERLAP ACKNOWLEDGEMENTS: Both parties acknowledge that the execution of this contract by both parties voids/ends the previous agreement dated October 15, 2020 with the term extending from November 1, 2020 until October 31, 2022.

**ACCORDINGLY**, the Parties have duly executed this Contract effective as of the date first herein above set forth.

CONSULTANT:  
Kent Rogert, President  
Jensen Rogert Associates, Inc.

CLIENT:  
Learning Community of  
Douglas and Sarpy Counties  
Dr. Bradley Ekwerekwu, CEO

By:   
Title: President

By:   
Title: CEO