

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CONTRACT WITH
SHANNON MUHS FOR PROFESSIONAL SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), 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 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed between the County and Shannon Muhs by which Ms. Muhs would facilitate a Nutrition program for those persons referred by Juvenile Probation; and

WHEREAS, said agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the attached Agreement between the County of Sarpy, Nebraska and Shannon Muhs is hereby approved, and that the Clerk and Chair are hereby authorized to sign the said Agreement on behalf of Sarpy County.

DATED this 3rd day of February 2009.

Moved by Rich Jansen, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
Rich Jansen
[Signature]
Tom Richards
Patrick J. Thomas

none

none

ABSTAIN:

none

Attest:

SEAL



Debra J. Houghtaling
County Clerk

Approved as to form:

[Signature]
Deputy County Attorney

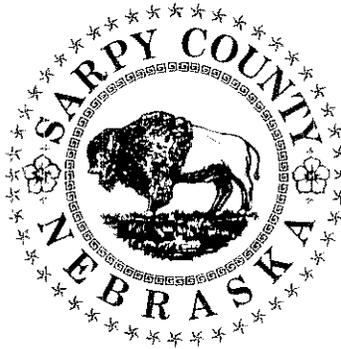
Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155
www.sarpy.com

ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson



COMMISSIONERS

Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

MEMO

To: Sarpy County Board

From: Carrie Davis-Sedlacek

Re: Contract with Shannon Muhs

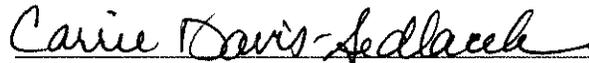
On February 3, 2009, the County Board will be asked to sign the attached Agreement with Shannon Muhs.

The Juvenile Probation Unit conducted a case review of all juvenile offenders over the previous months and results indicated a lack of leisure and recreational opportunities for these youth. The Probation Unit Recreation Program would provide youth with high risk in this area appropriate intervention and additional community support. The Program will rent the Lied Center one time a week through the duration of the grant. The Lied Center is a fitness center ran by Bellevue Public schools. The youth will be divided into high risk and moderate to low risk offenders. Each group will participate in programming on alternate weeks to avoid commingling. In addition to the physical activities at the Center, a trainer and a nutritionist will present three times during the project period to all the youth.

Ms. Muhs is a Nutritionist at Hy-Vee and will be providing the nutrition presentations to youth involved in this program.

Please contact Ashley Laux at 593-2222 if you have comments or questions.

January 29, 2009


Carrie Davis-Sedlacek

cc: Mark Wayne
Brian Hanson
Scott Bovick
Jodi York
Jeff Jennings
Ashley Laux
Deb Houghtaling

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Shannon Muhs, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for facilitation of Nutrition Sessions and associated services for Sarpy County; and,

WHEREAS, Consultant has the required qualifications and experience to provide these services;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, County and Consultant agree as follows:

I. DUTIES OF CONSULTANT:

- A. To facilitate and teach the Nutrition class pursuant to curriculum that is mutually agreeable to the Parties.
- B. Consultant will provide all material and information necessary for the Nutrition class.
- C. The Nutrition class will consist of 2, 45-minute sessions, and will be attended only by those persons referred to said class by the County.

II. DUTIES OF COUNTY:

- A. Sarpy County will be responsible for providing records and information requested by the Consultant pertinent to the presentation of the 2 Nutrition sessions.
- B. Compensation for services described above shall be invoiced for an amount not to exceed one hundred dollars (\$100). Consultant shall be paid \$50.00 per the sessions. Invoices shall be submitted no more frequently than every thirty (30) days and shall be due and payable within thirty (30) days of receipt. If Sarpy County objects to all or any portion of an invoice, the County shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. The remainder shall be paid upon resolution of the dispute.

Invoices should be submitted on a form as provided in Attachment A.

III. TERM

The contract will be from January 15, 2009 to June 30, 2009

IV. ASSIGNMENT

The Consultant may not assign this agreement without prior written consent of the County.

V. INDEPENDENT CONTRACTOR

The Consultant shall in the performance of the contract at all times be an independent contractor and not an employee or agent of the County. The Consultant, its officers, employees and agents shall at no time represent the Consultant to be other than an independent contractor or represent themselves to be other than employees of the Consultant.

As an independent contractor, Consultant is responsible for all equipment outside County Facilities necessary to perform the contract.

VI. TERMINATION

Either party may terminate the contract with thirty (30) days written notice to the other.

VII. NON-DISCRIMINATION CLAUSE

Pursuant to Neb Rev. Stat. § 73-102 (Reissue 1996), Consultant declares, promises, and warrants she has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb Rev. Stat. § 48-1101, et seq., (Reissue 1998), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

VII. CONFLICT OF INTEREST

Pursuant to Neb Rev. Stat. § 23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

IX. BREACH

Should Consultant breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Consultant in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required services. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

X. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

XI. SCOPE OF AGREEMENT

This Agreement, along with the Attachment "A", respectively, contain the entire Agreement between the County and Consultant, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Consultant. Notice to the County and Consultant shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1116
Papillion, NE 68046

Consultant: Shannon Muhs with HyVee

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 3rd day of January, 2009.

(Seal)



ATTEST:

Debra J. Houghtaling
Debra Houghtaling
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Joni Jones
Joni Jones Chairperson
Sarpy County Board Of Commissioners

Approved as to form and content:

Mark A. P.
Deputy County Attorney

Consultant: Sheela N. Rao

By: _____

Title: Registered Dietitian