

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AUTHORIZING CONTRACT WITH**  
**THE BELLEVUE LIED ACTIVITY CENTER**

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 the Bellevue Lied Activity Center by which the Lied Center facilities would be available for Juvenile Probation to facilitate a Leisure/Recreation Program; 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 the Bellevue Lied Activity Center is hereby approved, and that the Clerk and Chair are hereby authorized to sign the said Agreement on behalf of Sarpy County.

DATED this 3<sup>rd</sup> 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  
Tom Richards  
Tom Richards  
Patrick J. Thomas

none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

none  
\_\_\_\_\_  
\_\_\_\_\_  
ABSTAIN:  
none  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

SEAL



[Signature]  
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 the Bellevue Lied Activity Center

On February 3, 2009, the County Board will be asked to sign the attached Agreement with the Bellevue Lied Activity Center.

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.

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 The Bellevue Lied Activity Center, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for facilitation of the Leisure/ Recreation Program 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. Consultant will provide the space and amenities necessary, as may agreed to by the parties, for the County to facilitate the Leisure/Recreation program.
- B. The Leisure/Recreation program will consist of 25, 1-hour sessions, at such times as may be agreed to by the parties. Consultant will provide the necessary space and amenities for each such session.
- C. Participants in the Leisure/Recreation program will not individually be subject to any cost by the Consultant for their participation, Consultant shall only receive payment for such persons as is called for in this agreement.

### 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 forty Leisure/Recreational Program sessions.
- B. Compensation for services described above shall be invoiced for an amount not to exceed one thousand dollars (\$1,000). Consultant shall be paid \$40.00 per the 1-hour 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: Lied Center

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

(Seal)



ATTEST:

Debra J. Houghtaling  
Debra Houghtaling  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

Jon L. Jones  
Jon L. Jones Chairperson  
Sarpy County Board Of Commissioners

Approved as to form and content:

William D. [Signature]  
Deputy County Attorney

Consultant: Bill Richards

By: \_\_\_\_\_

Title: Coordinator of Activities