

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

**RESOLUTION AUTHORIZING CHAIRPERSON TO SIGN AGREEMENT WITH SCOTT SASSE
FOR PROFESSIONAL SERVICES RELATING TO THE SARPY COUNTY JUVENILE
REPORTING 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 to employ Scott Sasse, PhD for professional services in conjunction with the evaluation of the Sarpy County Juvenile Reporting Center; and,

WHEREAS, the proposed 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 Chair and Clerk are hereby authorized to execute on behalf of Sarpy County, the agreement with Scott Sasse, a copy of which is attached hereto, the same being approved by the Board.

DATED this 3rd day of February 2009.

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

YEAS:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

NAYS:

none

ABSENT:

none

ABSTAIN:

none

Attest:

SEAL

[Signature]
County Clerk



Approved as to form:

[Signature]
Deputy County Attorney

Sarpy County Board of Commissioners

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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 Scott Sasse for professional evaluation of the Sarpy County Juvenile Reporting Center

On February 3, 2009 the County Board will be asked to authorize the chairperson to sign the attached agreement with Scott Sasse for professional evaluation services of the Sarpy County Juvenile Reporting Center.

The Center will use \$4,000 of grant monies to contract with Scott Sasse to conduct an evaluation of the program.

The Center provides programming and supervision for youth who have been referred by Probation, Diversion, or the CARE program or have been ordered by the Court to attend services.

Please do not hesitate to contact me if you have comments or recommendations.

January 27, 2009

Carrie Davis-Sedlacek

593-1565

carrie@sarpy.com

cc: Dick Shea
Michelle Siders
Mark Wayne
Brian Hanson
Scott Bovick
Deb Houghtaling

AGREEMENT BETWEEN
(Scott Sasse PhD)
AND

Sarpy County on behalf of Sarpy County Juvenile Day/Evening Reporting Center

This Agreement is made this 9th day of January, 2009, by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate and herein after "County" on behalf of the Sarpy County Juvenile Day/Evening Reporting Center, hereinafter the "Institution," and (Scott Sasse, PhD), hereinafter referred to as "Contractor."

WITNESSETH:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

- A. The Contractor agrees to perform the following services:
1. Consult with the Institution to evaluate the effectiveness of the Institution in assessing its impact on their clientele.
 2. Oversee and monitor the collection of relevant data to assess the impact of the Institution on the clientele.
 3. Statistically analyze the data to assess the impact of the Institution on the clientele.
 4. If asked to do so, present the results of the statistical analyses.
 5. Continue to consult with the Institution for sixty (60 days) beyond the contract pay period which ends June 30, 2009 in order to adequately complete the project.
- B. The Institution agrees to compensate the Contractor as follows:
1. Five (5) monthly payments shall be made in the amount of \$800 per month effective February 1, 2009.
 2. The final payment shall be made on June 1, 2009.
 3. In no event shall the liability of the Institution under this contract exceed \$ 4000.00.
- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.
1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Nebraska as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.

The Contractor warrants that within the past six months he/she has not been and during the term of this contract will not become an employee of the County.

2. That the Institution will purchase the computer program, "POSIT: Problem Oriented Screening Instrument for Teenagers" at the cost of \$125. The program will pre-test and post-test clientele and will be instrumental in assessing the Institution's programs. This cost is not part of the \$4000 paid to the Contractor.
3. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
4. The Contractor, being an independent contractor and not an employee of this Institution, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereunto, and otherwise protect and hold the Institution harmless from any and all liability not specifically provided for in this agreement.
5. The term of this contract shall be from (January 1, 2009) to (June 30, 2009).
6. This Agreement may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
7. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the Institution shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the institution for damages sustained by virtue of any breach of this Agreement by the Contractor.

8. This Agreement may be modified only by written amendment executed by all parties hereto, and the Contractor may not assign this Agreement without prior written consent of County.
9. The Contractor shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the Institution or the Comptroller of the Treasury, or their duly appointed representatives.

10. Progress reports shall be prepared every three months detailing the results of the project to date. These reports will become the property of the Institution and will not be distributed by the Contractor without written approval.
11. The Contractor represents that its purpose in performing research is to develop new and useful scientific knowledge in the field of study. During the course of this agreement, the Contractor may desire to publish information regarding scientific or technical developments made or conceived by the Contractor in the course of this project. No such publication shall occur without the prior written consent of County and if necessary from the Nebraska Department of Health and Human Services.

Any publication made by the Institution which includes data or information obtained from Contractor in the performance of this project will be submitted to the Contractor thirty (30) days prior to planned public release for review of the content for technical accuracy and interpretation of results. If requested by the Contractor, Institution will include a disclaimer indicating that the interpretation of results is solely of that Institution. Institution shall not use the name of the Contractor, nor his employer, Dana College Department of Criminal Justice, in any publication without written notice in advance.

12. The Contractor agrees to indemnify and hold harmless the Institution, his employer, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney fees, arising from or growing out of any injury to or deaths of persons or loss of or damage to property which result from any act or omission of the Contractor or its agents arising from this agreement; however, the Contractor shall not indemnify the Institution to the extent the loss is caused by or the result of the negligence of the Institution.

The Institution agrees to indemnify and hold harmless the Contractor, its affiliates, their officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and attorney fees, arising from or growing out of any injury to or deaths of persons or loss of or damage to property which result from any act or omission of the Institution or its agents arising from this agreement; however, the Institution shall not indemnify the Contractor, to the extent the loss is caused by or the result of the negligence of the Contractor.

13. Contractor shall freely disclose to Institution all information, data and research results obtained from work performed under this agreement. Institution is free to use such information to third parties. Provided, if, however, the work performed pursuant to this agreement requires the disclosure of information, which any party hereto considers as proprietary and confidential, in such cases, the parties agree that separate confidentiality agreements may be executed with the individual participants in the project.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

(Scott Sasse)

(Sarpy County)

BY: Shirley Sams

TITLE: Contractor

DATE: 01/01/09

BY: Jim Jones

TITLE: Chairperson, Sarpy County Board of Commissioners

DATE: 2/3/09



Attest: Debra J. Houghtaling

Title: Sarpy County Clerk

Approved as to form: [Signature]
County Attorney