

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), 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 Anti-Defamation League Plains States Region to facilitate a class entitled "A World of Difference®" for those persons referred by Sarpy County Juvenile Justice agencies; 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 Count of Sarpy, Nebraska and Anti-Defamation League Plains States Region is hereby approved, and that the Clerk and the Chair are hereby authorized to sign the said Agreement on behalf of Sarpy County.

DATED this 5th day of ~~April~~, 2009.

Moved by Rich Jansen ^{may}, seconded by Rusty Hoke, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Hoke

none

none

Rich Jansen

Tom Joney

Tom Vick

Patrick J. Thomas

ABSTAIN:

none



ATTEST:

Derray Houghtaling
County Clerk

Approved as to form:

Mark O'D
Deputy County Attorney

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 Anti-Defamation League Plains States Region, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for facilitation of the A World of Difference® Institute 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. Facilitate the A World of Difference Institute® Sarpy County Juvenile Justice System.
- B. Preparation and presentation of educational materials presented in each class including participant handouts, computer presentation materials, and audio/visual materials presented during the class.
- C. Facilitation of the A World of Difference Institute® for Sarpy County Juvenile Justice System clients.
- F. Work collaboratively with staff of the Sarpy County Juvenile Reporting Center to provide confidential information regarding clients when appropriate.
- G. Consultant will be accountable/report to Michelle Siders, Sarpy County Juvenile Reporting Center Coordinator and will not commence work until notice has been received from Michelle Siders to proceed with work.

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 A World of Difference® Institute including written, audio/visual, and computer programs needed to facilitation of the class.
- B. Compensation for services described above shall be invoiced for an amount not to exceed two thousand four hundred dollars (\$2,400.00). Consultant shall be paid for four (4) classes at a rate of \$600 per class. 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

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.

III. TERM

The contract will be from May 1, 2009 through June 30, 2010.

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 shall at no time represent the Consultant to be other than an independent contractor.

As an independent contractor, Consultant is responsible for all equipment outside County Facilities necessary to perform the contract. Sarpy County will provide a laptop, LCD projector, TV and VCR equipment to be used for the presentation of the classes. Such equipment will be housed at the Sarpy County Information Services Department and will be made available to the Consultant the day of the classes.

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. HOLD HARMLESS

Each party agrees it is responsible for its own officers, agents, and employees in performing this agreement, and hereby agree to indemnify and hold harmless, to

the full extent allowed by law, the other party, its officers, agents, and employees, from and against all losses, claims, damages, and expenses, that may result from any intentional or negligent acts or omissions of the parties, their agents, or employees in performing this agreement.

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 contains 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
Papillion, NE 68046

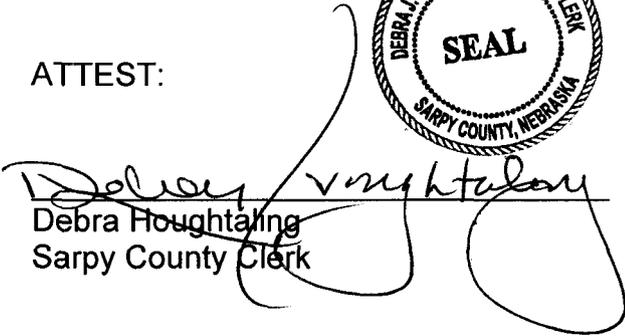
Consultant: Anti – Defamation League Plains States Region

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 5th day of May, 2009.

(Seal)



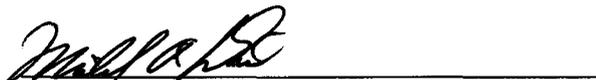
ATTEST:


Debra Houghtaling
Sarpy County Clerk

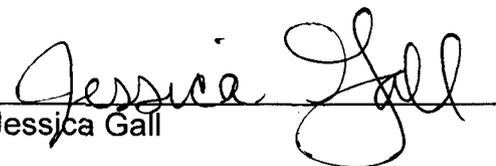
COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Jori Jones, Chairperson
Sarpy County Board Of Commissioners

Approved as to form and content:


Deputy County Attorney

Consultant: Jessica Gall

By: 
Jessica Gall

Title: Education Associate

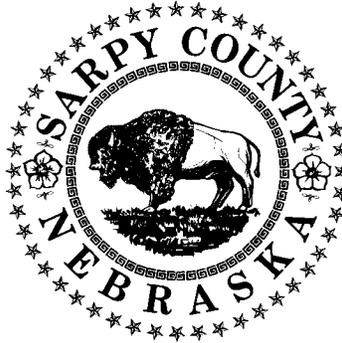
Sarpy County Board of Commissioners

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

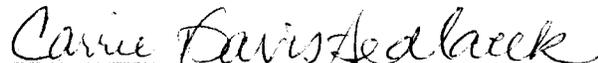
Re: Contract with the Anti-Defamation League Plains States Region

On May 5, 2009, the County Board will be asked to sign the attached contract with the Anti-Defamation League Plains States Region. The contractor will provide the A World of Difference® Institute for the Sarpy County Juvenile Reporting Center.

The philosophy of this class is learned prejudice can be interrupted and unlearned so that youth can become change agents to stop racism, bias and bigotry. This Program will assist youth in developing tolerance and understanding of diversity in daily life. The goal of the Program is to treat bias and bigotry with education, to build communication skills and positive self-esteem. The Program holds participants responsible for their actions and helps reshape their attitudes and behaviors. The Program first explores the participants' own experiences as victims of prejudice and then builds skills for listening, hearing differing perspectives, and confronting bias. Youth learn about difference in this non-judgmental atmosphere that encourages candid questions and fosters the free expression of opinions.

Please contact me at 593-1565 if you have comments or questions.

April 30, 2009


Carrie Davis-Sedlacek

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