

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING AGREEMENT BETWEEN DISTRICT 5, STATE PROBATION
OFFICE AND SARPY COUNTY COMMUNITY SERVICE OFFICE, PROVIDER**

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 District 5, Specialized Substance Abuse Supervision Office and Sarpy County by which the Sarpy County Community Service Office would provide community service projects for participation by persons referred from the District 5 Specialized Substance Abuse Supervision Office; 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 District 5, State Probation Office and the Sarpy County Community Service Office is hereby approved, and that the Sarpy County Community Service Office Director is hereby authorized to sign the said Agreement on behalf of Sarpy County..

DATED this 9th day of June, 2009.

MOVED by Rich Jansen, seconded by Rusty Hite, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

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

none

none

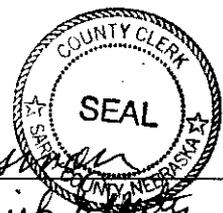
ABSTAIN:

none

Attest:

SEAL

[Signature]
County Clerk Asst Chief Deputy



Approved as to form:

[Signature]
Deputy County Attorney

**Agreement Between District 5, State Probation Office
And Sarpy County Community Service Office, Provider**

This Agreement is made and executed in Papillion, Sarpy County, Nebraska, between District #5 Specialized Substance Abuse Supervision, Nebraska, hereinafter referred to as District #5 SSAS, and the Sarpy County Community Service Office.

Whereas, the Sarpy County Community Service Office has agreed to provide community service placement and projects to the District #5 SSAS and the parties are desirous of providing a full and complete statement of their agreement in connection with the providing of community service for District #5 SSAS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is understood and agreed by the parties of this Agreement as follows:

1. This Agreement shall commence July 1, 2009, and terminate June 30, 2010. Notwithstanding the preceding, this Agreement may be terminated:
 - a. By either party upon thirty (30) days written notice, said right to be exercisable by either party for any reason whatsoever in their sole discretion.
 - b. Immediately, by State, if it is determined there is malfeasance on the part of the Sarpy County Community Service Office.
2. During the term of this Agreement, the Sarpy County Community Service Office will be responsible for providing all necessary community service projects to the District #5 SSAS. The Community Service Coordinator will locate opportunities in the communities of Sarpy and Otoe to assign offenders to so they may complete their court-ordered community service hours. The Community Service Coordinator will locate two community service opportunities monthly in Sarpy/Bellevue and one opportunity monthly in Otoe County.
3. The Sarpy County Community Service Office shall coordinate their activities in the Probation Office with Jodi York, Chief Probation Officer, of the District #5 State Probation Office, and shall abide by all Rules and Regulations as set forth by the State Probation Office.
4. In performance of the work, duties and obligations, it is mutually understood and agreed that the Sarpy County Community Service Office is at all times acting and performing as an independent contractor practicing their profession of community service agent. The State of Nebraska shall neither have or exercise any control or directions over the methods by which the Sarpy County Community Service or employees under their control shall perform their work and function; the sole interest and responsibility of the State of Nebraska/District #5 SSAS is to ensure that community service projects are

made available to the offenders in a competent, efficient, and satisfactory manner.

5. The State of Nebraska/District #5 SSAS shall provide the Sarpy County Community Service Office with the following: Access to a conference room to meet with offenders and to plan projects.
6. Sarpy County Community Service Office shall be responsible to make arrangements for substitute facilitator and it shall be the Sarpy County Community Service Office's responsibility to pay for any substitutions required.
7. The State of Nebraska/District #5 SSAS shall have the authority to collect data on services being provided by the Sarpy County Community Service Office for the purpose of evaluation and outcome measures.
8. The State of Nebraska/District #5 SSAS shall pay the Sarpy County Community Service Office sixteen dollars and seventeen cents (\$16.17) per hour of work performed by the Sarpy County Community Service Office in performance of this contract. This contract will allow for sixteen (16) hours per week for the Community Service Coordinator. The yearly contract amount will not exceed twelve thousand four hundred and eighteen dollars and fifty six cents. (12418.56).
9. Payments to the Sarpy County Community Service Office will be made monthly upon receipt of the billable hours for the calendar year of July 1, 2009 to June 30, 2010.
10. The Sarpy County Community Service Office shall maintain the confidentiality and dignity of clients at all times. Disclosure of information shall be controlled by Part 2 of Title 42 of the Code of Federal Regulations, (42 C.F.R. Part 2), which governs the confidentiality and recipient re-disclosure of substance abuse patient records.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below.

Signed this _____ day of _____, 20____.



Curtis Rainge, Director
Sarpy County Community Service Office

Jodi York

Jodi York, Chief Probation Officer
District #5, Nebraska State Probation

Deb Minardi

Deb Minardi, Deputy Administrator
Nebraska State Probation

Ellen Brokofsky

Ellen Brokofsky, Probation Administrator
Nebraska State Probation

[Signature]

Approved as to form:

County Attorney

ADDENDUM

Any reference to District #5 is now referred to as District #2.

Sarpy County Board of Commissioners

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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: Brian Hanson

Re: Community Service Agreement

At the June 9, 2009 Board meeting the Sarpy County Board will be asked to sign the attached Agreement with District 5, State Probation Office. This is a continuation of a previous agreement which reimburses a portion of a part-time employee in the Community Service office. During the term of the agreement the Community Service office locates community service opportunities in Sarpy and Otoe Counties for offenders to be assigned to.

I recommend approval of this agreement. Please call me if you have any questions.

June 4, 2009



Brian Hanson

BEH/dp

cc: Mark Wayne
Deb Houghtaling
Scott Bovick
Curtis Rainge
Jodi York