2010-142

10/007222

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING CONTRACT FOR INTERPRETER SERVICES FOR DIVERSION SERVICES

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 for Marsha Conroy to facilitate interpretation services to the Sarpy County Diversion Services and Victim Witness Unit to assist non-English speaking clients who utilize Diversion and Victim Witness services, and 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 agreement between Sarpy County and Marsha Conroy , a copy of which is attached hereto, is hereby approved, and the Chairman and the Clerk are hereby authorized to sign the same.

DATED this 18th day of May, 2010.

Moved by Rusty Hike, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
	none	none
		ABSTAIN:
		none

DEBRA J. HOUGHTALING, COUNTY CLERK SEAL SARPY COUNTY, NEBRASKA

Debra Houghtaling
County Clerk

Approved as to form:

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 Marsha Conroy hereinafter "Consultant".

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 interpreter services to the Sarpy County Diversion Services and Victim Witness Unit to assist non-English speaking clients.

B. To translate written correspondence and documents used by the Sarpy County Diversion Services and Victim Witness Unit from English to the client's native language as necessary.

C. Working collaboratively with Officers of the Sarpy County Diversion Services Department to provide confidential information regarding clients when appropriate.

D. Consultant will be accountable/report to a Director of Diversion Services and will not commence work until notice has been received from the Deputy Director 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 office space for meetings and phone calls with clients or potential clients.

B. Compensation for services described above shall be invoiced at $40.00 an hour. Compensation will not be given for classes that are cancelled by either party. 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 for a Six (6) month period commencing on 10 May 2010 to 10 November 2010. Agreement will automatically renew for six (6) month periods, unless written notice is given thirty (30) days prior to the expiration. The cost for the option months will be provided to the County thirty (30) days prior to the expiration date of the current contract year.

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.

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.

VIII. 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 correction of the breach, violation or abrogation of any term, condition, clause or 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. RESIDENCY VERIFICATION

The Consultant must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Consultant indicates on such attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. The Consultant understand and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108.

XII. SCOPE OF AGREEMENT

This Agreement, along with the Attachment "A", respectively, 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, Suite 1116
Papillion, NE 68046

Consultant: Marsha Conroy – Marcon Translation Services, LLC
Address: P.O. Box 12128
Omaha NE 68112
Phone: 402-960-2900

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 21 day of May, 2010.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

(Seal)

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

ATTEST:

Deb Houghtaling
Sarpy County Clerk

5/18/2010

Joni Jones, Chairman
Sarpy County Board Of Commissioners

Marsha Conroy, MarCon Translation Services LLC
Consultant, Marsha Conroy

Approved as to form and content:

Deputy County Attorney