

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING EXTENSION OF INDEPENDENT CONTRACTOR
SERVICE AGREEMENT WITH HEARTLAND FAMILY SERVICE

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, on September 1, 2009 this Board approved a service agreement with Heartland Family Service of which is renewable by written agreement; and,

WHEREAS, this Board desires to renew the service agreement with Heartland Family Service, a copy of which is attached; and

WHEREAS, such agreement is in the best interests of the citizens of Sarpy County

NOW, THEREFORE, BE IT RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of the Board the Independent Contractor Service Agreement Extension with Heartland Family Service, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 13th day of July, 2010.

Moved by Tom Richards, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:

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

NAYS:

none

ABSENT:

none

ABSTAIN:

none



[Signature]
County Clerk

Approved as to form

[Signature]
Deputy County Attorney

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

This agreement is made by and between Heartland Family Service, a Nebraska not-for-profit corporation with its principal office at 2101 South 42nd Street, Omaha, Nebraska 68105-2909 (Heartland Family Service), and :

Name : Sarpy County Sheriff's Office

Individual/Corporation/Partnership/Other: Other

Social Security/Employer I.D. 47-600-6504

Principal Business Address : 1208 Golden Gate Drive, Papillion, NE 68046

Hereafter referred to as "Contractor",

WHEREAS, Contractor is engaged in the business of and offers Contractor's services for hire; and

WHEREAS, Heartland Family Service has a need for Contractor's services on a limited basis, and wishes to engage Contractor on the terms set forth below;

NOW, THEREFORE, the parties agree as follows:

1. **Term and Scope of Agreement.** This agreement shall be in effect for 12 months from and after August 1, 2010, to July 31, 2011 unless earlier terminated. This Agreement may be renewed only by mutual written agreement with the extension of the grant period or renewal process of the VAWA grant, and may be terminated by either party at any time upon thirty (30) days written notice to the other party with or without cause. This agreement is limited for a years term, at the conclusion of the year, Sarpy County Sheriff's Office will not continue the position unless the position were to be re-funded by the VAWA grant. This agreement is limited to those services of a type described below which are specifically requested by Heartland Family Service, and no rights, obligations or relationships shall be implied which are not expressly set forth herein.
2. **Contractor's Services.** During the term of this Agreement, Contractor shall render the following services according to the following schedule:
Services: to review all domestic violence and sexual assault reports within Sarpy County, which may include:
 - Disturbing the peace violations
 - Harassment by telephone violations
 - Terroristic threats violations
 - Interfering with a public service violations
 - Sexual Harassment violations;Reporting any missed incidents of domestic violence worksheets to Heartland Family Service;
Collection of pertinent statistical documentation of the problem to Heartland Family Service;
Close communication with Heartland Family Service CASDA Coordinator.

Schedule (or if only to be rendered upon request, so indicate):

Sarpy County Sheriff's Office, Law Enforcement Liaison will work 20 hours/week.

Heartland Family Service shall provide the following equipment, supplies and/or assistance (if none, state "None"): None

Except as provided above, Contractor shall provide at Contractor's own expense, all facilities, equipment, supplies, assistants, support staff, written materials, and other things necessary for Contractor to properly perform this Agreement. Heartland Family Service may specify or may agree with Contractor regarding the quality, nature, and time of the service to be rendered by Contractor, but shall not have control over the specific manner or means by which Contractor shall perform, which shall be left to Contractor's

professional judgment. However, Heartland Family Service in association with CASDA of Sarpy County will be involved in the hiring process of the Contract worker.

3. **Contract Fees.** For services rendered under this agreement, Heartland Family Service shall pay Contractor as follows:
Amount of Fees: \$1304.08
Payment Schedule: Monthly, starting upon hire of position

The foregoing shall constitute the only compensation from Heartland Family Service to Contractor and/or Contractor's employees and assistants. Heartland Family Service shall have the sole right to charge third parties for the services, supplies and/or other items provided by Contractor hereunder, as Heartland Family Service shall deem most appropriate in its sole discretion. Contractor shall not charge any third parties, directly or indirectly, for any services, supplies or other items provided pursuant to this Agreement, but shall cooperate fully with Heartland Family Service, upon request, in assisting Heartland Family Service in making and collecting such charges as Heartland Family Service deems appropriate.

4. **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect, in a form and amount satisfactory to Heartland Family Service, the following insurance:
 - a. If Contractor employs employees or agents to perform this Agreement, workers' compensation insurance covering all employees or agents of Contractor assisting or participating in any way in the rendering of services under this agreement, in an amount not less than that required by state law, or written evidence of exemption from state worker's compensation law; and
 - b. Following the completion of this contract if the position is not refunded or renewed, the Contractor is not liable for un-employment insurance coverage of said employee; and
 - c. Vehicle liability insurance covering any travel by Contractor and its employees or agents when rendering services under this Agreement; and
 - d. Commercial general and/or professional liability insurance covering all acts and services of Contractor and its employees and agents under this Agreement, unless waived by Heartland Family Service.

Contractor shall upon execution of this Agreement, at the time of renewal of the term of this Agreement, and at other times upon request, provide Heartland Family Service with insurance certificates reflecting the coverage described above.

Contractor shall hold harmless Heartland Family Service and its directors, officers, agents and employees, against any and all claims, liabilities, damages and costs which arise solely out of the intentional misconduct, breach of contract or negligence of Heartland Family Service or its directors, officers, agents or employees.

Contractor shall indemnify Heartland Family Service and its directors, officers, agents and employees, against any and all claims, liabilities, damages and costs, of any nature whatsoever, including reasonable attorney's fees, which Heartland Family Service may incur, arising solely out of the intentional misconduct, breach of contract or apply to the extent that Heartland Family Service is insured for the indemnified item and Contractor's insurance specifically excludes the indemnity from coverage.

5. **Independent Contractor.** It is the intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of Heartland Family Service. Nothing in this Agreement shall be construed as creating the relationship of employer and employee between Heartland Family Service and contractor or between Heartland Family Service and any employee or agent of Contractor. This Agreement is not exclusive; Contractor shall retain the right to perform services for others during the term of this

Agreement, and Heartland Family Service shall retain the right to obtain the same or similar services from others. Contractor may at its own risk employ other individuals to assist Contractor to perform this Agreement, and Heartland Family Service may not direct or control such assistants. Heartland Family Service shall not be obligated to pay employment taxes on or make withholdings in connection with compensation paid to Contractor or paid by Contractor to Contractor's employees or assistants. Contractor is responsible for paying any and all taxes related to compensation paid hereunder or paid from Contractor to its employees or assistants, and shall indemnify Heartland Family Service against any taxes, liabilities, penalties, or costs incurred by Heartland Family Service should Contractor fail to do so. Heartland Family Service will not reimburse Contractor for, or provide Contractor or contractor's employees or assistants with any form of insurance benefits, vacation or holiday benefits or any other benefits or expenses whatsoever.

6. **Proprietary Information.** During the term of this Agreement, Contractor may receive or have access to documents, forms or other materials and information which Heartland family Service considers proprietary and confidential. Contractor agrees that it shall not copy, use, sell or otherwise appropriate or disclose such materials or information without the Heartland Family Service's consent. Contractor agrees to assist Heartland Family Service in meeting their requirements of the Health Insurance Portability and Accountability Act as set forth in Exhibit A of this Administrative Services Agreement.
7. **Notices.** Any notice required by any provision of this Agreement shall be deemed to have been sufficiently given when delivered in person or by courier or delivery service, or when deposited in any form of United States mail, all postage or other charges prepaid, at the addresses set forth at the beginning of this Agreement.
8. **Miscellaneous.** This Agreement may not be assigned, supplemented, amended, modified or otherwise altered except by written instrument executed by both of the parties hereto, and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify or alter this Agreement. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of any part thereafter to enforce each and every provision in accordance with the terms of this Agreement. This Agreement shall be construed in accordance with the laws of the state of Nebraska. The foregoing constitutes the entire agreement of the parties as to the subject matter hereof.

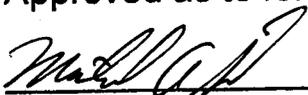
HEARTLAND FAMILY SERVICE

By: 
Title: Senior VP
Date: 7/22/10

CONTRACTOR

By: 
Title: Chairman
Date: 7/13/2010

Approved as to form:


County Attorney

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Independent Contractor Service Agreement with Family Service

On September, 1, 2009 the County Board approved a Service Agreement which allowed the Sarpy County Sheriff's Office to hire a part-time Law Enforcement Liaison to review police reports from Sarpy County law enforcement agencies. This position is used as an effort to discover unidentified victims of domestic violence. The County is not responsible for absorbing the position in the County budget. The position is paid using the Violence Against Women Act (VAWA) grant of which the County does not have any matching obligations. The Service Agreement may be renewed by mutual written agreement, which is attached and recommended for approval.

July 6, 2010

Beth Cunard

cc: Mark Wayne
Brian Hanson
Scott Bovick
Deb Houghtaling
Sheriff Davis
Lt. Grabowski
Lisa Haire