

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT FOR INTERPRETER SERVICES  
FOR THE LAW ENFORCEMENT 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 for Frank McCrary to facilitate interpreter services to the Sarpy County Law Enforcement Center to assist non-English speaking clients who utilize the Jail, 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 Frank McCrary, 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 9<sup>th</sup> day of November, 2010.

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

YEAS:

NAYS:

ABSENT:

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

none  
\_\_\_\_\_  
\_\_\_\_\_

none  
\_\_\_\_\_  
\_\_\_\_\_

ABSTAIN:

none  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

Approved as to form:

SEAL

[Signature]  
County Clerk

[Signature]  
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 Frank McCrary 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 Law Enforcement Center to assist non-English speaking persons.
- B. To translate written correspondence and documents along with verbal communication for the Sarpy County Law Enforcement Center from English to the native language as necessary.
- C. Working collaboratively with the Sarpy County Law Enforcement Center to provide confidential information regarding persons when appropriate.
- D. Consultant will be accountable/report to the Jail Captain of the Law Enforcement Center and will not commence work until notice has been received from the Jail Captain 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.
- B. Compensation for services described above shall be invoiced at \$30.00 an hour. County will pay for one (1) full hour for each visit to the Law Enforcement Center and thereafter will pay in increments of fifteen (15) minutes. 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 one (1) year period commencing on October 1, 2010 to September 30, 2011 and will automatically renew for one (1) year periods, unless written notice is given thirty (30) days prior to the expiration. The cost for the option years will be provided to the County sixty (60) 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](http://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  
Papillion, NE 68046

Consultant: Frank McCrary  
2502 Casey Drive  
Bellevue, NE 68123

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 9<sup>th</sup> day of November, 2010.

(Seal)



ATTEST:

Deb Houghtaling  
Deb Houghtaling  
Sarpy County Clerk

Frank A. McCary  
Consultant

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

Tom Albrecht 11/9/2010  
Chairman  
Sarpy County Board Of Commissioners

Approved as to form and content:

[Signature]  
Deputy County Attorney

