

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION RATIFYING THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE SARPY
COUNTY ATTORNEY'S OFFICE AND HEARTLAND FAMILY SERVICES FOR THE PROSECUTION OF
DOMESTIC VIOLENCE CASES**

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, the Sarpy County Attorney's Office has entered into an Independent Contractor Agreement with Heartland Family Service for the purpose of prosecuting Domestic Violence cases, a copy of which is attached; and,

WHEREAS, as part of the Agreement, Sarpy County Attorney's Office will employ one full-time employee as a domestic violence prosecutor; and,

WHEREAS, Heartland Family Service will pay up to \$28,200 of the annual salary costs of such prosecutor; and,

WHEREAS, Sarpy County Attorney Lee Polikov has signed the Independent Contractor Agreement with Heartland Family Service.

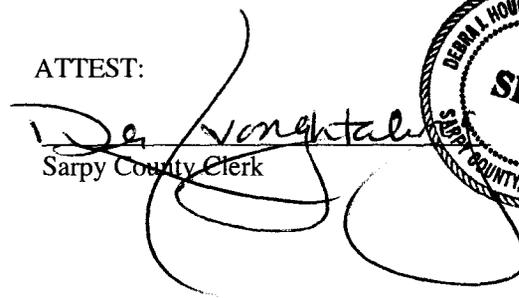
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that the Independent Contractor Agreement between the Sarpy County Attorney's Office and Heartland Family Service for the purpose of prosecuting domestic violence cases, a copy of which is attached, is hereby ratified.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 23rd day of August, 2011."



Sarpy County Board Chairman

ATTEST:



Sarpy County Clerk



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 Attorney's Office

Individual/Corporation/Partnership/Other: Other

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

Principal Business Address: 1210 Golden Gate Drive, Papillion, NE 68046

Hereafter referred to as "Contractor".

WHEREAS, Contractor is engaged in the business of prosecuting domestic violence offenders, 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 months from and after August 1, 2011 unless earlier terminated. This Agreement may be renewed only by mutual written agreement, 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 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 prosecute domestic violence cases which may include the following:

- Trial preparation
- Motion hearings
- Bond settings
- Gathering evidence
- Interviewing witnesses
- Writing briefs
- Making sentence recommendations
- Conducting arraignments and further hearings

Schedule – Sarpy County Attorney's Office will employ 1.0 FTE Domestic Violence Prosecutor who will work 40 hours per week only on domestic violence cases. Heartland Family Service will pay for up to \$28,200 of annual salary costs.

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 should the current DV Prosecutor vacate the position.

3. **Contract Fees.** For services rendered under this Agreement, Heartland Family Service shall pay Contractor as follows:

Amount of Fees: \$28,200 annually or \$2,350.00 per month

Payment Schedule: Monthly beginning August 1, 2011 through July 31, 2012.

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. Vehicle liability insurance covering any travel by Contractor and its employees or agents when rendering services under this Agreement; and
- c. 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, of any nature whatsoever, which Contractor may incur, except for those 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 attorneys' fees, which Heartland Family Service may incur, arising solely out of the intentional misconduct, breach of contract or negligence of Contractor or its directors, officers, agents or employees, provided that this indemnification shall not 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, pension 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.

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 party 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: President and CEO

Date: 06/15/2011

SARPY COUNTY ATTORNEY'S OFFICE,
CONTRACTOR

By: _____

Title: Sarpy County Attorney

Date: 21 July 2011

**Attachment A
Residency Verification**

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

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

Approved by Vendor:



Heartland Family Service

Approved by County:

 8-23-11

Chairman
Board of Commissioners

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Cunard, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Domestic Violence Prosecutor Agreement

For the past several years Sarpy County has held an agreement with Family Service for the purpose of reimbursement of a domestic violence prosecutor. As part of this agreement, Sarpy County employs 1 prosecutor who works only on domestic violence cases. Family Service pays for up to \$28,000 of annual salary costs.

This arrangement has worked well and is recommended for approval. Should you have any questions, please email me at bcunard@sarpy.com.

August 15, 2011



Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Tricia Freeman

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

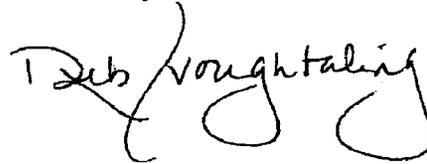
August 24, 2011

Heartland Family Services
2101 South 42nd Street
Omaha, NE 68105

RE: Ratifying the Independent Contractor Agreement for the Prosecution of Domestic Violence Cases

Enclosed is an original agreement for the above referenced agreement which has been approved by the Sarpy County Board and signed by the Chairman on August 23, 2011.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures
DH/sm