**2011-320**

**BOARD OF COUNTY COMMISSIONERS**
**SARPY COUNTY, NEBRASKA**
**RESOLUTION AUTHORIZING CONTRACT WITH PETER PELLERITO**
**FOR PROFESSIONAL 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 to employ Peter Pellerito for professional services in conjunction with the facilitation of The Juvenile Health and Wellness Classes and other associated services for the Sarpy County Juvenile Reporting Center; and,

WHEREAS, the proposed 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 Chair and Clerk are hereby authorized to execute on behalf of Sarpy County, the agreement with Peter Pellerito, a copy of which is attached hereto, the same being approved by the Board.

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 20th day of September ,2011.

ATTEST:

Tom Richard

Sarpy County Board Chairman

Sarpy County Clerk

# 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 Peter Pellerito, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for facilitation of Juvenile Wellness Program Classes and associated services for Sarpy County; and,

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 the Juvenile Wellness Program for the Sarpy County Juvenile Justice System.

B. Preparation and presentation of educational materials presented in each class including participant handouts, computer presentation materials, and audio/visual materials presented during the class.

C. Facilitation of Juvenile Wellness Program Classes for Sarpy County Juvenile Justice System Clients.

D. Work collaboratively with staff of the Sarpy County Juvenile Reporting Center to provide confidential information regarding clients when appropriate.

E. Consultant will be accountable/report to Michelle Siders, Sarpy County Juvenile Reporting Center Coordinator and will not commence work until notice has been received from Michelle Siders 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 Juvenile Wellness Program Classes including written, audio/visual, and computer programs needed to facilitation of the class.

B. Compensation for services described above shall be invoiced for an amount not to exceed one thousand eight hundred dollars ($1,800.00). Consultant shall be paid for six (6) classes at a rate of $300 per class. 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.

III. TERM

The contract will be from July 1, 2011 through June 30, 2012.

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 shall at no time represent the Consultant to be other than an independent contractor.

As an independent contractor, Consultant is responsible for all equipment outside County Facilities necessary to perform the contract. Sarpy County will provide a laptop, LCD projector, TV and VCR equipment to be used for the presentation of the classes. Such equipment will be housed at the Sarpy County Information Services Department and will be made available to the Consultant the day of the classes.

## 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. HOLD HARMLESS

Each party agrees it is responsible for its own officers, agents, and employees in

performing this agreement, and hereby agree to indemnify and hold harmless, to the full extent allowed by law, the other party, its officers, agents, and employees, from and against all losses, claims, damages, and expenses, that may result from any intentional or negligent acts or omissions of the parties, their agents, or employees in performing this agreement.

## IX. 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.

## X. RESIDENCY VERIFICATION

The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor 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 Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108.

XI. 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 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.

XII. 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.

XIII. SCOPE OF AGREEMENT

This Agreement 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: Peter Pellerito

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 20th day of September, 2011.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

(Seal)

ATTEST:

Debra Houghtaling

Sarpy County Clerk

Tom Richards 9-20-11

Tom Richards, Chairperson

Sarpy County Board Of Commissioners

Consultant: Peter Pellerito

By: Peter Pellerito

Title: Fitness Specialist

Attachment A
Monthly Billing Format

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| | EACH | | |
| Total Hours | 6 | | |
| Hourly Rate | 50 | | |
| Total Due | 300 | | |
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| Contractor Name: Peter Pellerito | | | |
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| | | | |
| Approved | | | |

# *Sarpy County Board of Commissioners*

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155
www.sarpy.com
ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson

COMMISSIONERS
**Rusty Hike** District 1
**Jim Thompson** District 2
**Tom Richards** District 3
**Jim Nekuda** District 4
**Jim Warren** District 5

**MEMO**

To: Sarpy County Board

From: Lisa A. Haire

Re: Contract with Peter Pellerito

On September 20, 2011 the County Board will be asked to sign the attached contract with Peter Pellerito. The contractor will provide Health & Wellness classes for the Sarpy County Juvenile Reporting Center. This contract is funded out of the Juvenile Accountability Block Grant (JABG).

Please contact Michelle Siders at 537-7012 if you have comments or questions.

September 16, 2011

Lisa A. Haire
593-1565

cc: Mark Wayne
Brian Hanson
Scott Bovick
Beth Cunard
Dick Shea
Michelle Siders
Deb Houghtaling

# 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


September 21, 2011

Peter Pellerito

RE: The Juvenile Health and Wellness Classes for the Sarpy County Juvenile Reporting Center

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 September 20, 2011.

Sincerely,

Deb Houghtaling

Deb Houghtaling
Sarpy County Clerk

Enclosures
DJH/sm