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2014-293

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH CONSULTANT TO TEACH SOCIAL MEDIA CLASS FOR THE SARPY COUNTY DIVERSION PROGRAM

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), 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;

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board;

WHEREAS, Sarpy County desires to contract with Jamie Brown ("Consultant") to teach a social media class ("Class") for the Sarpy County Diversion Program; and

WHEREAS, the Consultant has the required qualifications and experience to teach the Class.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the attached agreement with the Consultant and any other related documents, 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 5th day of August, 2014.

Attest

SEAL

COUNTY CLERK SEAL SARPY COUNTY, NEBRASKA

Sarpy County Board Chairman

County Clerk

AGREEMENT WITH CONSULTANT TO TEACH SOCIAL MEDIA CLASS FOR THE SARPY COUNTY DIVERSION PROGRAM

This Agreement is entered on 5th of August by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate ("County") and Jamie Brown ("Consultant").

WHEREAS, Consultant has the required qualifications and experience to teach a social media class for the Sarpy County Diversion Program.

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Consultant agree as follows:

I. DUTIES OF CONSULTANT

A. Teach a social media class ("Class").
B. Submit invoices on the form as provided in Attachment A. Said invoices shall be submitted to Jennifer Ozturk every thirty (30) days.
C. Meet with a representative from the Sarpy County Diversion Program at least six (6) months prior to the start of the Class to discuss scheduling and other important matters pertaining to the Class.
D. Provide Jennifer Ozturk and/or her designee with thirty (30) days advanced notice in the event that the Consultant needs to modify his/her schedule with respect to the Class.

II. DUTIES OF COUNTY

A. Compensation for services described above shall be invoiced at $40.00 an hour. Invoices shall be due and payable within thirty (30) days of receipt. If the 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.
B. Provide Consultant with space to teach the Class.
C. Provide the Consultant with a list of Class participants within a reasonable time prior to the start of the Class.

III. TERM

The Agreement will be for a one (1) year period commencing upon execution of this Agreement and will automatically renew for one (1) year periods unless written notice is provided within thirty (30) days of the expiration.

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 Agreement 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 Agreement for any reason with thirty (30) days written notice to the other.

VII. NON-DISCRIMINATION CLAUSE

Pursuant to Neb. Rev. Stat. § 73-102 Consultant declares, promises, and warrants it 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., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, 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, 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 Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement 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 Agreement 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 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 materials. 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 provision held to be invalid.

XI. IDEMNIFICATION

The Consultant shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Consultant or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Agreement.

XII. RESIDENCY VERIFICATION

The Consultant agrees to comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114. The consultant 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.

XII. SCOPE OF AGREEMENT

This Agreement, along with 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 supersedes any other previous agreement. 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 1250
Papillion, NE 68046

And Ms. Jennifer Ozturk
Sarpy County Diversion
And Victim Witness
1257 Golden Gate Drive, Suite 11W
Papillion, NE 68046

Consultant: Jamie Brown
6951 Broadmoor Ct. Apt. 208
La Vista, NE 68128
402-331-1582 ext. 245
JSchuster@cityoflavista.org

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 5th day of August, 2014.

(Seal)

COUNTY CLERK SEAL SARPY COUNTY NEBRASKA

ATTEST:

Sarpy County Clerk

Consultant

Approved as to form:

Deputy Sarpy County Attorney

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson
Sarpy County Board of Commissioners

Attachment A
Monthly Billing Format

Date	Description of Services	# Hours
Total Hours		
Hourly Rate		$ 40.00
Total Labor		$ -
Date	**Reimbursable Expenses (list separately)**	
Total Expenses		$ -
Total Invoice		$ -
Contractor Signature		
Date:		