

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN AGREEMENTS AND ADDENDUMS WITH
CONSULTANT TO FACILITATE CLASSES AT THE JUVENILE JUSTICE CENTER

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; and,

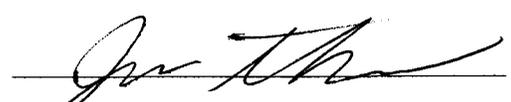
WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County desires to contract with the Anti-Defamation League Plains States Region ("Consultant") to facilitate several classes at the Juvenile Justice Center, as identified in four separate agreements attached hereto; and,

WHEREAS, the Consultant has the required qualifications and experience to provide these services.

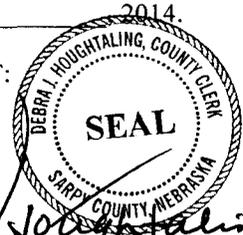
NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Board Chairman is hereby authorized to sign the attached agreements and accompanying addendums with the Consultant and any other related documents, the same being approved by the Board.

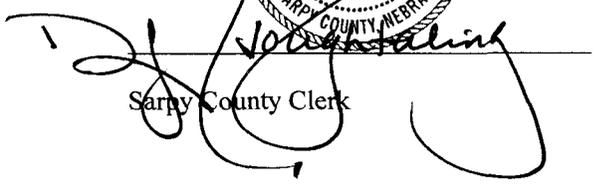
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 19th day of August 2014.


Sarpy County Board Chairman

ATTEST:

SEAL




Sarpy County Clerk

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

Don Kelly District 1
Jim Thompson District 2
Tom Richards District 3
Brenda Carlisle District 4
Jim Warren District 5

MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: Contracts with Anti-Defamation League Plains States Region

On August 19, 2014, the County Board will be asked to authorize the Chairman to sign the attached contracts with the Anti-Defamation League Plains States Region to facilitate classes at the Juvenile Reporting Center.

No County funds will be used for these contracts. These contracts are in connection with the Community Based Juvenile Services funding from the Nebraska Crime Commission.

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

August 15, 2014

Lisa A. Haire

593-1565

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

AGREEMENT #1

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 the Anti-Defamation League Plains States Region, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for facilitation of the A World of Difference® Institute 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. Facilitation of the A World of Difference Institute®; Becoming an Ally: Responding to Name Calling and Bullying for Students Program, for Sarpy County Juvenile Justice System clients. Consultant will provide two instructors for this class.
- 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. Work collaboratively with staff of the Sarpy County Juvenile Reporting Center to provide confidential information regarding clients when appropriate.
- D. 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 A World of Difference® Institute 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 eight hundred and eighty dollars (\$880.00). Consultant shall be paid for two 4 hours classes at a rate of \$440.00 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. See Attachment "A" for sample invoice.

III. TERM

The contract will be from August 1, 2014 through June 30, 2015.

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.

The Consultant shall be responsible for any and all taxes related to payment for its duties under this Agreement, including, but not limited to employment taxes. Furthermore, consistent with the Consultant's independent contractor status, no withholdings shall be taken from the Consultant's payments from the County for services rendered under this Agreement.

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 1250

Papillion, NE 68046

Consultant:

Anti - Defamation League Plains States Region

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 19th day of

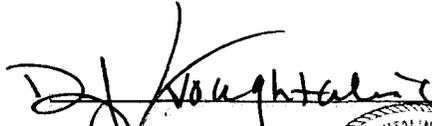
August, 2013-2014

(Seal)

COUNTY OF SARPY, NEBRASKA,

A body Politic and Corporate

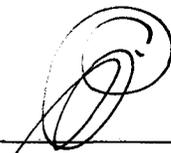
ATTEST:


Debra Houghtaling
Sarpy County Clerk



 8-19-14
Jim Thompson, Chairperson
Sarpy County Board Of Commissioners

Consultant: Alan Potash

By: 
Alan Potash

Title: Regional Director

Approved as to form:


Deputy Sarpy County Attorney

Addendum to Agreement #1

This Addendum is made to Agreement #1 entered by and between the County of Sarpy, Nebraska and the Anti-Defamation League Plains States Region ("Consultant") on August 19, 2014. In accordance with Section XIII of the Agreement, said Agreement is hereby modified and amended as described below and all other terms of the Agreement remain unchanged.

(Added): XIV. Insurance

The Consultant shall timely provide all insurance certificates with the Sarpy County Clerk.

The following insurance coverages shall be kept in force during the life of the Agreement. Thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages: Commercial General Liability Insurance, Automobile Liability Insurance and Worker's Compensation and Employers Liability Insurance if Consultant is an employer.

COUNTY OF SARPY, NEBRASKA

By the County Board of Commissioners


Chairman

Date:

8-19-14

CONSULTANT

By Alan Potash

X


Regional Director

Date:

8/19/14

Approved as to form:



Deputy Sarpy County Attorney

AGREEMENT#2

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 the Anti-Defamation League Plains States Region, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for facilitation of the A World of Difference® Institute 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. Facilitation of the A World of Difference Institute®; Cyber Alley Program, for Sarpy County Juvenile Justice System clients. Consultant will provide two instructors for this class.
- 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. Work collaboratively with staff of the Sarpy County Juvenile Reporting Center to provide confidential information regarding clients when appropriate.
- D. 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 A World of Difference® Institute 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 six hundred and sixty dollars (\$660.00). Consultant shall be paid for two 3 hours classes at a rate of \$330.00 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. See Attachment "A" for sample invoice.

III. TERM

The contract will be from August 1, 2014 through June 30, 2015.

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.

The Consultant shall be responsible for any and all taxes related to payment for its duties under this Agreement, including, but not limited to employment taxes. Furthermore, consistent with the Consultant's independent contractor status, no withholdings shall be taken from the Consultant's payments from the County for services rendered under this Agreement.

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 1250
Papillion, NE 68046

Consultant: Anti - Defamation League Plains States Region

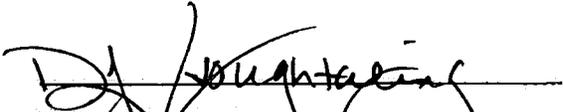
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 19th day of

August, 2013-2014

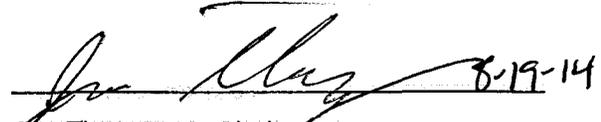
(Seal)

COUNTY OF SARPY, NEBRASKA,
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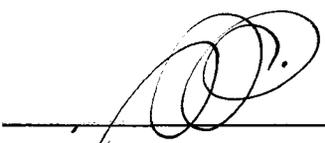
ATTEST:


Debra Houghtaling
Sarpy County Clerk




Jim Thompson, Chairperson
Sarpy County Board Of Commissioners

Consultant: Alan Potash

By: 
Alan Potash

Title: Regional Director

Approved as to form:


Deputy Sarpy County Attorney

Addendum to Agreement #2

This Addendum is made to Agreement #2 entered by and between the County of Sarpy, Nebraska and the Anti-Defamation League Plains States Region ("Consultant") on August 19, 2014. In accordance with Section XIII of the Agreement, said Agreement is hereby modified and amended as described below and all other terms of the Agreement remain unchanged.

(Added): XIV. Insurance

The Consultant shall timely provide all insurance certificates with the Sarpy County Clerk.

The following insurance coverages shall be kept in force during the life of the Agreement. Thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages: Commercial General Liability Insurance, Automobile Liability Insurance and Worker's Compensation and Employers Liability Insurance if Consultant is an employer.

COUNTY OF SARPY, NEBRASKA

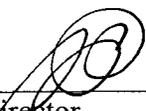
By the County Board of Commissioners



Chairman
Date: 8-19-14

CONSULTANT

By Alan Potash

X 

Regional Director
Date: 8/29/14

Approved as to form:



Deputy Sarpy County Attorney

AGREEMENT #3

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 the Anti-Defamation League Plains States Region, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for facilitation of the A World of Difference® Institute 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. Facilitation of the A World of Difference Institute® for Sarpy County Juvenile Justice System clients.
- 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. Work collaboratively with staff of the Sarpy County Juvenile Reporting Center to provide confidential information regarding clients when appropriate.
- D. 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 A World of Difference® Institute 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 three thousand nine hundred and sixty dollars (\$3,960.00). Consultant shall be paid for four (6) classes at a rate of \$660 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.
Please see Attachment "A" for a sample invoice.

III. TERM

The contract will be from August 1, 2014 through June 30, 2015.

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.

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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.

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

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County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Consultant: Anti – Defamation League Plains States Region

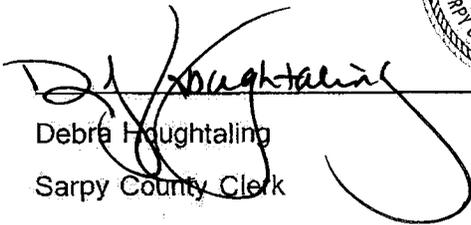
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 19th day of August, 2014.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:




Debra Houghtaling
Sarpy County Clerk

 8-19-14
Jim Thompson, Chairperson
Sarpy County Board Of Commissioners

Consultant: Alan Potash

By: 
Alan Potash

Title: Regional Director

Approved as to form:


Deputy Sarpy County Attorney

Addendum to Agreement #3

This Addendum is made to Agreement #3 entered by and between the County of Sarpy, Nebraska and the Anti-Defamation League Plains States Region ("Consultant") on August 19, 2014. In accordance with Section XIII of the Agreement, said Agreement is hereby modified and amended as described below and all other terms of the Agreement remain unchanged.

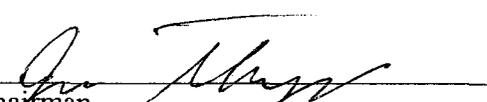
(Added): XIV. Insurance

The Consultant shall timely provide all insurance certificates with the Sarpy County Clerk.

The following insurance coverages shall be kept in force during the life of the Agreement. Thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages: Commercial General Liability Insurance, Automobile Liability Insurance and Worker's Compensation and Employers Liability Insurance if Consultant is an employer.

COUNTY OF SARPY, NEBRASKA

By the County Board of Commissioners


Chairman

Date: 8-19-14

CONSULTANT

By Alan Potash

X 
Regional Director

Date: 8/29/14

Approved as to form:


Deputy Sarpy County Attorney

AGREEMENT #4

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 the Anti-Defamation League Plains States Region, hereinafter "Consultant".

WHEREAS, County is desirous of contracting for facilitation of the A World of Difference® Institute 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. Facilitation of the A World of Difference Institute®; Youth and Cyberbullying: What Families Don't Know Will Hurt Them for Families Program, for Sarpy County Juvenile Justice System clients. Consultant will provide two instructors for this class.
- 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. Work collaboratively with staff of the Sarpy County Juvenile Reporting Center to provide confidential information regarding clients when appropriate.
- D. 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 A World of Difference® Institute 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 four hundred and forty dollars (\$440.00). Consultant shall be paid for two (2) hours classes at a rate of \$220.00 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. See Attachment "A" for a sample invoice.

III. TERM

The contract will be from August 1, 2014 through June 30, 2015.

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.

The Consultant shall be responsible for any and all taxes related to payment for its duties under this Agreement, including, but not limited to employment taxes. Furthermore, consistent with the Consultant's independent contractor status, no withholdings shall be taken from the Consultant's payments from the County for services rendered under this Agreement.

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 1250
Papillion, NE 68046

Consultant: Anti - Defamation League Plains States Region

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 19th day of August, ~~2013~~ 2014

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

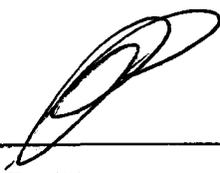
Debra Houghtaling
Debra Houghtaling
Sarpy County Clerk



Jim Thompson
Jim Thompson, Chairperson
Sarpy County Board Of Commissioners

8-19-14

Consultant: Alan Potash

By: *X* 
Alan Potash

Title: Regional Director

Approved as to form:

R. Moore
Deputy Sarpy County Attorney

Addendum to Agreement #4

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COUNTY OF SARPY, NEBRASKA

By the County Board of Commissioners



Chairman
Date: 8-19-14

CONSULTANT

By Alan Potash

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Regional Director
Date: 8/29/14

Approved as to form:



Deputy Sarpy County Attorney