

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

**RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN**  
**AGREEMENT WITH UNIVERSITY OF NEBRASKA AT OMAHA ("UNO") TO ASSIST**  
**COUNTY WITH DATA COLLECTION AND ANALYSIS REGARDING**  
**JUVENILE DETENTION ALTERNATIVES ("JDAI")**

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 is in need of assistance with data collection and analysis regarding JDAI (collectively "Services");

WHEREAS, UNO is willing and has professionals with the experience and qualifications necessary to provide those Services; and

WHEREAS, Sarpy County and UNO desire to enter into the attached agreement regarding those Services.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and authorizes the Chairman to sign the attached agreement with UNO and any other related documents, the same being approved by the Board.

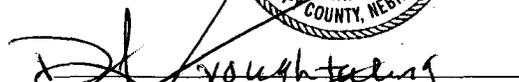
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 28<sup>th</sup> day of October, 2014.

Attest

SEAL



  
Sarpy County Board Chairman

  
County Clerk

# *Sarpy County Board of Commissioners*

1210 GOLDEN GATE DRIVE  
PAPILLION, NE  
593-4155  
[www.sarpy.com](http://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: Brian Hanson

Re: Contract with UNO for Data Collection Assistance

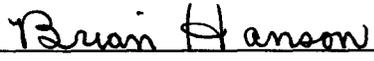
On October 28, 2014, the County Board will be asked to approve the attached agreement with UNO for assistance with collection and analysis of data for the Juvenile Detention Alternatives Initiative (JDAI).

Data is a very important part of JDAI as it is used to determine which programs should be implemented and how effective they are. The Juvenile Justice Center staff in collaboration with the Information Systems department has developed a software program to compile required data fields. However, assistance is needed in merging the data with the JDAI QRS Excel spreadsheets. Assistance is also needed in analyzing and narrating the JDAI quarterly reports.

Under the contract, UNO staff will provide approximately 120 hours of labor for \$4,321. Payment for the contract will be made from the Juvenile Services Grant fund.

If you have any questions, please call Dick Shea at 537-7021.

October 22, 2014

  
\_\_\_\_\_  
Brian E. Hanson

BEH/mg

cc: Mark Wayne  
Scott Bovick  
Debra Houghtaling  
Bonnie Moore  
Dick Shea

**UNIVERSITY OF NEBRASKA AT OMAHA**  
**Contract for Services**  
**No. 2015-078**

This Contract is entered into as of August 15, 2014, by and between The Board of Regents of the University of Nebraska, for and on behalf of the University of Nebraska at Omaha, (hereafter called UNO), and Sarpy County (hereinafter called COUNTY). It is understood between the parties that the services described herein will be performed by UNO through its Juvenile Justice Institute.

NOW, THEREFORE, in consideration of the declarations and mutual promises and covenants contained herein, UNO and COUNTY agree as follows:

**Section I: UNO Duties** - UNO shall provide approximately 120 hours of services to assist COUNTY with data collection and analysis regarding Juvenile Detention Alternatives (JDAI). Work activities will consist of the following:

- UNO's Project Director, Dr. Anne Hobbs, will meet monthly with the person responsible for data collection under COUNTY's JDAI.
- Dr. Hobbs will work with COUNTY officials to ensure they are able to accurately merge their Excel spreadsheets with the JDAI QRS Excel spreadsheets.
- Help analyze and narrate JDAI quarterly reports. A UNO graduate assistant and Dr. Hobbs will work closely with Sarpy County JDAI representatives to interpret the data in preparation for meetings.

**Section II: COUNTY Duties** – COUNTY and related parties will provide access to data as needed to complete the work activities indicated above.

**Section III: Property Rights and Information Disclosure**

**A. Confidential Information** - UNO shall freely disclose to COUNTY all information, data and results obtained from work performed under this Contract. Except as limited by Section III C., COUNTY is free to use such information for its own internal purposes or to disclose such information to third parties. Provided, however, the work performed pursuant to this Contract requires disclosure of information which any party hereto considers as proprietary and confidential, the parties agree that separate confidentiality agreements may be executed with the individual participants in the project.

**B. Rights In Data** - Progress reports may be prepared at agreed upon periods detailing the results of the project to date. These reports will become the property of COUNTY and will not be distributed by UNO without written approval.

**C. Publication** – If requested by UNO, any publication made by COUNTY which includes data or information obtained from UNO personnel in the performance of this project will include a disclaimer indicating that interpretation of results is solely that of COUNTY. COUNTY shall not use the name or trademarks of the University of Nebraska or UNO, and shall not use the name of any personnel of UNO in any publication without the prior written approval of the University of Nebraska, UNO or said individuals.

#### **Section IV: Independent Contractor Statement**

UNO and its officers, agents and employees are not and shall not be considered employees of COUNTY. UNO shall be and remain an independent contractor and nothing contained in this Contract shall be construed inconsistent with that status. Notwithstanding such status, any employee shall be removed from any job site by UNO at any time on request of COUNTY for incompetence, neglect of duty, or misconduct. COUNTY shall have no other control over the employment, compensation or discharge of UNO's employees or agents.

#### **Section V: Insurance**

As of the date of the execution of this Contract, UNO is self-insured pursuant to the University of Nebraska General Self-Insurance Program. Subject to the terms, conditions, exclusions, and limits of the Statement of Self-Insurance Coverage contained in the Program, the Program shall pay on behalf of UNO during any of its fiscal years all sums for which UNO shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. UNO shall provide the COUNTY with a copy of the University of Nebraska Self-Insurance Trust Fund Program Statement evidencing such coverage upon request.

Personal property insurance shall be the responsibility of the owner of the property regardless of the location of the loss.

#### **Section VI: Indemnification**

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Contract, and for any loss, cost, or damage caused thereby during the performance of this Contract.

#### **Section VII: Term of Contract and Termination**

Unless sooner terminated as provided below, this Contract commences on August 15, 2014, and ends on December 31, 2014, unless extended by mutual agreement of both parties. Either party may terminate this Contract at any time with or without cause, on thirty days written notice to the other party. In the event of any termination of this Contract, payments to UNO outlined herein shall be prorated to cover actual work performed up to and including the date of termination. Termination of this Contract for any reason shall not affect any of the rights, obligations or liabilities of the parties which may have accrued or arisen prior to termination.

#### **Section VIII: Payment for Services**

In consideration of the foregoing, COUNTY will pay UNO the total fixed cost of \$4,321 for the performance of this Contract. UNO will invoice COUNTY for the total fixed cost upon completion of the project on or about December 31, 2014.

Unless the invoice is in dispute, payment shall be made to UNO within thirty (30) days of receipt of invoice. Invoices shall be mailed to:

Patrick J. Thomas Juvenile Justice Center  
Attn: Richard Shea, CARE Program Director  
9701 Portal Road  
Papillion, NE 68046

With copy to:  
Deb Houghtaling, County Clerk  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

Checks shall be mailed to: University of Nebraska at Omaha  
Juvenile Justice Institute  
6001 Dodge St., CPACS 218  
Omaha, NE 68182

#### **Section IX: Notices**

All notices to be given to either party under this Contract shall be sent to the following addresses:

University of Nebraska at Omaha  
School of Criminology and Crim. Justice  
CPACS 218  
6001 Dodge Street  
Omaha, NE 68182

With copy to: University of Nebraska at Omaha  
Office of Sponsored Programs  
Eppley Admin. Room 203  
6001 Dodge Street  
Omaha, NE 68182

#### **COUNTY**

Patrick J. Thomas Juvenile Justice Center  
Attn: Richard Shea, CARE Program Director  
9701 Portal Road  
Papillion, NE 68046

With copy to: Deb Houghtaling, County Clerk  
1210 Golden Gate Drive  
Suite 1250  
Papillion, NE 68046

#### **Section X: Assignment**

This Contract is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

#### **Section XI: Amendment**

This Contract constitutes the entire understanding between COUNTY and UNO with respect to the subject matter hereof and may not be amended except by an agreement signed by COUNTY and an authorized representative of UNO.

## **Section XII: Governing Law and Forum**

This Contract shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Sarpy County, Nebraska.

## **Section XIII: Anti-discrimination**

The parties shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the American's with Disabilities Act of 1990, Public Law 101-336; and Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of agreement.

## **Section XIV: Residency Verification**

The parties shall 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 USC §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.

## **Section XV: 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.

We, the undersigned, hereby warrant that we are properly authorized officers of the organization to be bound by this Contract, and that we do hereby accept the terms and conditions provided herein.

**Board of Regents**  
**University of Nebraska**  
University of Nebraska at Omaha

**Sarpy County**

Scott D Snyder  
Signature *WJ*

Jim Thye 10-28-14  
Signature

Title: Associate Vice Chancellor for Research  
& Creative Activity

Chairman  
Title - Sarpy County Board Chairman

10/22/14  
Date

10/28/14  
Date

*AMH/bj*  
Read and Understood by (Project Director)

Approved as to form:

*R Moore*  
Deputy Sarpy County Attorney