RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH GOODWILL INDUSTRIES, INC. FOR FACILITATION OF EMPLOYABILITY SKILLS TRAINING AT THE LAW ENFORCEMENT 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, the County of Sarpy desires to enter into a contract with Goodwill Industries, Inc. ("Consultant") to facilitate Employability Skills Training at the Law Enforcement Center, as described in the attached agreement; 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 this Board hereby approves and adopts the agreement with Goodwill Industries, Inc., a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with Goodwill Industries, Inc., a copy of which is attached, 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 6th day of March 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Employability Skills Training

On March 6, 2018, the County Board will be asked to approve an agreement with Goodwill Industries, Inc. for the facilitation of employability skills training for qualified inmates in the Jail. A similar program has been implemented within the Juvenile Justice Center successfully. Jail staff feels a similar program would benefit the adult population as well.

The program will be for an annual basis with a not to exceed amount of $2,000 without prior written approval. The program includes 1:1 non-mandatory appointments for employment tops including resumes, first impressions, interview skills, etc.

Please feel free to email me at bgarber@sarpy.com.

February 27, 2018

cc: Deb Houghtaling
    Dan Hoins
    Scott Bovick
    Brian Hanson
    Capt. Richards
    John Hubbard
MEMORANDUM OF UNDERSTANDING
BETWEEN
The Sarpy County Jail
AND
Goodwill Industries, Inc. Serving Eastern Nebraska and Southwest Iowa

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Goodwill Industries, Inc. (Goodwill), and The Sarpy County Jail.

A. PURPOSE:

The purpose of this MOU is establish a partnership between Goodwill and The Sarpy County Jail, where in Goodwill will develop and implement an Employability Skills training program for select and qualified inmates in the Sarpy County Jail.

B. GOODWILL SERVICES:

- Create an Employability Skills training program designed for inmates that are near release and those who may need referral to community resources.

- Goodwill will conduct each scheduled forum for one hour in a monitored area with no more than five inmates at a time. The program will not be considered mandatory so those who want to come will sign up ahead of time.

- Goodwill will also report to the Sarpy County Jail for any 1:1 appointments with inmates for no less than 30 minutes for a scheduled amount of time.

- Employment topics to be discussed will include: and discuss topics such as; resumes, letters of explanations, first impressions, interview skills, and additional topics as requested.

C. PRINCIPAL CONTACTS: The principal contacts for this instrument are:

   Goodwill Industries:
   Megan Sharpe
   msharpe@goodwillomaha.org
   402-231-1901

   Sarpy County Jail:
   Captain Dan Shukis
   dshukis@sarpy.com
   402.593.5901

D. COST: Goodwill is requesting $50.00 for each hour the forum or 1:1 services are conducted inside the Sarpy County Jail for the Employment Ready Goodwill program and service, up to and not to exceed $2,000 annually without written approval.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION: Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
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2. TERMINATION: Either party, upon sixty (60) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.

3. INDEPENDENT CONTRACTOR: Goodwill shall in the performance of the contract at all times be an independent contractor and not an employee or agent of the County. Goodwill, 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. As an independent contractor, Goodwill is responsible for all equipment outside County Facilities necessary to perform the contract.

4. NON-DISCRIMINATION CLAUSE: Pursuant to Neb Rev. Stat. '73-102, Goodwill 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 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.

5. 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 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.

6. RESIDENCY VERIFICATION: Goodwill agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. Goodwill 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.

7. 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 Goodwill 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 Goodwill shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

8. CONFIDENTIALITY: Goodwill Industries, Inc., and Sarpy County shall each safeguard the use of and access to information regarding individuals and families served by either agency. Goodwill Industries, Inc. and Sarpy County agree not to use or release data or other information identifying applicants, participants (current and former), except with the approval of such applicant or person served and in accordance with the rules and regulations of our respective agencies, funding organizations, and regulatory bodies.

   a. Such information shall only be used to ensure proper administration, planning, coordination and monitoring of performance under this agreement. Information may include the transfer of necessary client records with appropriate signed releases from program participants or their guardians.
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9. TERMS AND CONTINGENCIES: This contract will be in effect between July 1, 2018 and June 30, 2019, and auto renews annually effective July 1 of each subsequent year. This memorandum of understanding is a non-legally binding agreement and may be voided by either party for any reason at any time. This memorandum of understanding will activate only when signed by both parties and when Goodwill Industries receives award notification, and will last until the term of the grant, or until either party exercises their right to modify or to terminate the agreement. This memorandum of understanding will be re-evaluated on June 1, 2019 for possible updates or changes before the next program year.

The parties hereto have executed this agreement as of the last written date below:

Sarpy County Jail

Donald R. Kelly
Authorized Representative Signature
Sarpy County Board Chairman
Title

Donald R. Kelly
Authorized Representative (printed name)
3/6/17
Date

GOODWILL INDUSTRIES, INC.

Christine Aguilar
Authorized Representative Signature

Christine Aguilar
Title
2/20/18

Christine Aguilar
Authorized Representative (printed name)
Date

Approved as to Form

Deputy Sarpy County Attorney