RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH THE BRIAN COTTON FOR DUI/DWI TRAFFIC EDUCATION CLASSES

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 enter into an agreement with Brian Cotton for DUI/DWI Traffic Education Classes and associated services for the Diversion Services Program;

WHEREAS, the Brian Cotton has the professional expertise to provide the education classes; and

WHEREAS, Sarpy County and Brian Cotton desire to enter into the attached agreement to set forth the terms, conditions, and duties of the parties with regards to the DUI/DWI Traffic Education Classes.

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 the Brian Cotton 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 __________ day of June __________, 2018.

Attest

Sarpy County Board Chairman

County Clerk
Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: DUI/DWI Traffic Education Classes for Diversion

On June 5, 2018, the County Board will be asked to approve an agreement with Brian Cotton for DUI/DWI Traffic Education Classes for Sarpy County Diversion Services. The consultant will be paid $40 per hour for the classes with the estimated total cost for FY 2019 being $1,200.

If you have any questions, please contact me at bgarber@sarpy.com.

May 30, 2018

Beth Garber

Cc: Deb Houghtaling
Dan Hoins
Scott Bovick
Brian Hanson
Carisa Gosda
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 Brian Cotton, hereinafter “Consultant”.

WHEREAS, County is desirous of contracting for facilitation of Sarpy County DUI/DWI Traffic Education Classes and associated services, 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 DWI/DUI Traffic Education Classes for Sarpy County Diversion Services Department, as approved by Sarpy County.

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

C. Provide written reports to the Assistant Director of Sarpy County Diversion Services Department at the end of each class taught by the Consultant.

D. Work collaboratively with staff of the Sarpy County Diversion Services Department to provide confidential information regarding clients when appropriate.

E. Consultant will be accountable/report to a designated Diversion staff member, and will not commence work until notice has been received from designated staff member to proceed with work.

II. DUTIES OF COUNTY

A. Sarpy County will be responsible for providing appropriate working space at the relevant Sarpy County facilities along with necessary, records and information requested by the Consultant and deemed necessary by Sarpy County pertinent to the service to be provided herein including written, audio/visual, and computer program resources.

B. Compensation for services described above shall be invoiced as follows: $40 per hour. 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. Invoices should be submitted on a form as provided in Attachment A. Compensation will not be given for classes that are cancelled by either party.
III. METHOD OF PAYMENT

A. All payments by the County under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

B. In the event the County is unable to release one or more payments by EFT, the Contractor agrees to accept payment by check or some other mutually agreeable method of payment.

IV. TOBACCO FREE NOTICE

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

V. TERM

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

VI. ASSIGNMENT

The Consultant may not assign this agreement without prior written consent of the County.

VII. 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, 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, Consultant is responsible for all equipment outside County Facilities necessary to perform the contract.

VIII. TERMINATION

Either party may terminate the contract with thirty (30) days written notice to the other.

IX. NON-DISCRIMINATION CLAUSE

Pursuant to Neb Rev. Stat. '73-102, 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., 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.
X. 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.

XI. 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.

XII. 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.
XIII. 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.

XIV. SCOPE OF AGREEMENT

This Agreement, along with the Attachment “A”, respectively, contain 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:  
b cotton@sarpy.com

XV. INSURANCE

During the course of service this contract, the Consultant shall maintain Automobile Liability insurance.

XVI. TAXES AND WITHHOLDINGS

The Consultant shall be responsible for any and all taxes related to payment for her duties under this Agreement, including, but not limited to employment taxes. Furthermore, consistent with Consultant’s independent contractor status, no withholdings shall be taken from the consultant’s Payments from the County for services rendered under this Agreement.
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this ___th day of _____, 2018.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

(Seal)

ATTEST:

Debra Houghtaling
Sarpy County Clerk

Don Kelly, Chairperson
Sarpy County Board Of Commissioners

Approved as to Form:

Deputy County Attorney

Consultant: 

By: 

Title: 
### ATTACHMENT A

**MONTHLY BILLING FORMAT**

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**EACH**

- Total Hours
- Hourly Rate
- Total Due

Contractor Name:

Approved