RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH THE CONCORD MEDIATION 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;

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 obtain mediation services for juveniles within the Sarpy County Diversion Services Program;

WHEREAS, the Concord Mediation Center has professional within its organization who can provide mediation services on a flat-fee basis; and

WHEREAS, Sarpy County and the Concord Mediation Center desire to enter into the attached agreement to set forth the terms, conditions, and duties of the parties with regards to the mediation services to be provided by the Concord Mediation Center.

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 Concord Mediation Center 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 _12th_ day of _January_, 2016.

Attest

SEAL

Sarpy County Board Chairman

County Clerk
Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Juvenile Mediation Services

In 2014, the County Board approved an agreement for juvenile mediation services with Concord Mediation Center. The agreement has been very beneficial to Diversion Services. The grant funded services are billed to the County at a flat fee of $450 per referred juvenile.

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

January 5, 2016

Beth Garber

Cc: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Jenn Thomas
Agreement with the Concord Mediation Center

This Agreement is entered into by and between Sarpy County, a body politic and corporate, and the Concord Mediation Center, a non-profit organization:

WHEREAS, the Sarpy County desires to obtain mediation services in an economical and efficient manner;

WHEREAS, the Concord Mediation Center has professionals within its organization who can provide mediation services; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions under which such mediation services shall be provided by the Concord Mediation Center to juveniles and their families (collectively "Clients") referred to the Concord Mediation Center by the Sarpy County Diversion Services Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties hereto, and other good and valuable consideration, it is mutually agreed as follows:

1. Purpose and services. The purpose of this Agreement is to enable the Concord Mediation Center to provide mediation services to Clients referred to the Concord Mediation Center from the Sarpy County Diversion Services Program. A professional mediator with the Concord Mediation Center will collaborate closely with Sarpy County Diversion Services personnel to meet the Clients' needs.

2. Duration/Termination. This Agreement shall commence on July 1, 2015 and terminate on June 30, 2016. Provided, however, that the Concord Mediation Center or Sarpy County may terminate the Agreement prior to June 30, 2016 upon giving thirty (30) days written notice to the other party. If the Agreement is terminated as provided in this section, then Sarpy County shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination and the Concord Mediation Center shall be released from any obligation to provide such further service pursuant to the Agreement as of the effective date of the termination.

3. Payment Terms. Sarpy County shall render payment to the Concord Mediation Center throughout the grant year on a monthly basis, per invoice prepared by the Concord Mediation Center for services rendered pursuant to this Agreement. Invoices shall be substantially similar to Exhibit "A," attached hereto and incorporated herein. Said invoices shall be submitted to Jennifer Ozurk, Sarpy County Diversion Services. Sarpy County shall have thirty days from the date of the invoice to render payment. The Concord Mediation Center shall charge a flat fee of $450 per juvenile referred from the Sarpy County Diversion Services Program. That flat fee shall cover all services provided to both the juvenile and his/her family.

4. Mediation space. Sarpy County shall provide the Concord Mediation Center with on-site space necessary to provide mediation services.

5. Independent Contractor Status. All persons performing services hereunder shall be considered employees or contractors of the Concord Mediation Center and not employees of Sarpy County. Further, it is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties. Any and all acts that either party or their personnel, employees, agents, contractors, or servents, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The parties shall, except as provided herein, act in their individual capacities and not as agents, employees,
partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither party nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each party shall pay all wages, salaries and other amounts due its employees and contractors and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

6. New Employee Work Eligibility Status. The Concord Mediation Center is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing Service 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.

7. Standards of Performance. All service performed hereunder by the Concord Mediation Center shall be performed diligently and competently and in accordance with professional standards.

8. Confidentiality. The parties shall maintain the confidentiality of Clients’ records in accordance with state and federal laws.

9. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney’s fees, directly arising out of or in connection with the indemnifying party’s performance of any service or any other act or omission by or under the direction of the Indemnifying party or its officers, agents or employees.

10. Insurance. During the course of services provided for by this Agreement, the Concord Mediation Center shall maintain Professional Liability Insurance with a minimum coverage of $1,000,000 per occurrence, $2,000,000 aggregate. The insurance coverage identified in this section shall be kept in force during the life of the Agreement and if there is any event of cancellation or, or material change in any of the insurance coverage, the Concord Mediation Center shall notify the County within thirty (30) days. The Concord Mediation Center shall furnish proof of insurance coverage, if requested by the County.

11. 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.
12. Nondiscrimination. Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have 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.

13. Notice and Communication. Notice to the County and the Concord Mediation Center shall be given in writing to the agents for each party named below. These agents shall communicate from time to time, as they deem necessary to discuss this Agreement, the performance thereunder and other relevant matters.

14. Use of Tobacco. 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.

County:

Jennifer Ozturk  
1257 Golden Gate Drive, 11W  
Courthouse Annex West  
Papillion, NE 68046

Debra Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

The Concord Mediation Center:

Cindy Tierney  
Executive Director  
4225 North 90th Street  
omaha, NE 68134

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 12th day of January, 2016.

Sarpy County  
By: [Signature]  
Attest: [Signature]  
Sarpy County Clerk

The Concord Mediation Center  
By: [Signature]  
Executive Director

Approved as to form:  
By: [Signature]  
Deputy County Attorney