BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN INDEPENDENT CONTRACTOR SERVICE AGREEMENT WITH DALE TEDDER FOR CITIZEN CORPS COORDINATOR

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 has received $50,000 in Homeland Security Grant Funds to hire an independent contractor to coordinate the Citizen Corps Program for the region; and,

WHEREAS, the County solicited and received proposals for the independent contractor; and,

WHEREAS, Dale Tedder has the ability and experience to coordinate the Citizen Corps Program for the region; and,

WHEREAS, the proposed agreement regarding the provision for the coordination of the Citizen Corps Program is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that this Board hereby approves the attached Independent Contractor Service Agreement with Dale Tedder, 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 20th date of

December, 2016.

[Signature]
Sarpy County Board Chairman

SEAL

[Signature]
County Clerk

SEAL
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Citizen Corps Coordinator Agreement

Sarpy County Emergency Management received $50,000 in Homeland Security Grant Funds for hiring an independent contractor for the coordination of the Citizen Corps Program for the region. In coordination between Purchasing and Emergency Management a Request for Proposals was released and two (2) proposals were received. After reviewing the proposals, it is recommended the County enter into an agreement with Dale Tedder for the coordinator position. The contractor will be paid $25.00 per hour for 80 hours a month beginning in January, 2017. All funding will come from the Homeland Security Grant.

If you have any questions, please feel free to contact Lynn Marshall or myself.

December 15, 2016

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Lynn Marshall
CONTRACTOR FOR HIRE AGREEMENT

Between

Sarpy County

AND

Dale Tedder

THIS AGREEMENT is hereby entered into by Sarpy County and Dale Tedder (hereafter “Contractor”), for the sole purpose of coordinating the Tri-County/Dodge Citizen Corps program and its five partner programs: Community Emergency Response Team (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch, and Volunteers in Police Service (VIPS).

1. SCOPE OF SERVICES

Sarpy County hereby retains the services of Contractor, and Contractor hereby agrees to:

General Responsibilities
A. Provide administrative and developmental support to the Tri-County/Dodge Citizen Corps Council and its five partner programs.
B. Work throughout the region to promote, and grow interest in, the Tri-County/Dodge Citizen Corps program and its five partner programs.
C. Collaborate and coordinate services with partners from all levels of government, nonprofit agencies, and the private sector to strengthen community organizing for disaster preparedness.
D. Instruct community preparedness classes; develop curricula and presentations; and deliver presentations at various venues.
E. Ensure informational material and websites associated with the Tri-County/Dodge Citizen Corps program and its five partner programs are current and accurate.
F. Maintain an inventory of training and educational materials and other supplies and equipment.

Primary Objectives/Tasks
A. Coordinate the reestablishment of the Tri-County/Dodge Citizen Corps Council.
   a. Identify and contact current, past, and potential council members.
   b. Coordinate the establishment of a regular meeting schedule.
   c. Prepare and disseminate meeting materials.
   d. Provide additional program support as needed.
B. Coordinate the reestablishment of the Tri-County/Dodge CERT program.
   a. Assist team leaders with the revision and development of the CERT Standard Operating Procedures.
   b. Coordinate the scheduling of CERT training.
   c. Prepare and disseminate meeting materials.
   d. Assist in maintaining an inventory of CERT training and educational materials and other supplies and equipment.
e. Provide additional program support as needed.

**Secondary Objectives/Tasks**

A. Identify all the active Fire Corps programs within the region and offer support if needed.

B. Promote the Fire Corps program to fire departments within the region and provide assistance to those departments interested in starting a program.

C. Identify all the active Volunteers in Police Service (VIPS) programs within the region and provide support as requested.

D. Promote the Volunteers in Police Service (VIPS) program to law enforcement agencies within the region and provide assistance to those agencies interested in starting a program.

E. Identify all the active Neighborhood Watch programs within the region and offer support if needed.

F. Promote the Neighborhood Watch program to law enforcement organizations within the region and provide assistance to those organizations interested in starting a program.

G. Provide administrative support, as requested, to the Eastern Nebraska/Western Iowa Medical Reserve Corps.

### 2. SARPY COUNTY OBLIGATION

A. **COMPENSATION** In compensation for the services provided by Contractor to Sarpy County according to the Scope of Services section of this agreement, the City of Omaha agrees to pay Contractor the hours worked at the rate of Twenty-Five Dollars ($25.00) per hour as set by Sarpy County, subject to continued availability of grant funding for this agreement. Payments will be made monthly, in the amount invoiced, upon submission of a monthly progress report, including minutes of meetings during the preceding month and completed documents as outlined in Scope of Services section of this agreement, to the Sarpy County Emergency Management Director. Said progress report for any month shall be delivered to the Sarpy County Emergency Management Agency by the tenth day of the following month.

### 3. GENERAL PROVISIONS

A. **TERM** The term of this agreement shall begin January 2017 and shall terminate no later than August 2019. It is the intention of the parties that the number of hours shall average 80 – 100 HOURS per month. Any anticipated differences in estimated hours shall require prior approval of the Emergency Management Director.

B. **TERMINATION** This agreement may be terminated at any time upon mutual written consent of the parties, or by either party, with or without cause, upon fifteen (15) days written notice to the other party. In the event of termination, Sarpy County shall be under no further obligation to Contractor except that Sarpy County shall pay Contractor for the cost of services provided up to the date of termination.

C. **PROJECT COMPLETION** This project will be deemed to be complete when the Contractor provides all quarterly progress reports and the final report to the Sarpy County Emergency Management Agency.
D. RELEASE AND INDEMNITY The Contractor shall assume all risk of loss, defend and hold Sarpy County, its employees, agents, assigns, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgements and all expenses incident thereto, including attorney’s fees, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the Contractor, its officers, employees, or agents.

E. CONFIDENTIALITY All information obtained by Contractor in performance of this agreement is confidential. Contractor agrees not to disclose or provide said information to anyone other than those necessary to the proper execution of this agreement.

F. DATA All data collected as a result of this project shall be stored and managed by Sarpy County.

G. ASSIGNMENT AND DELEGATION This Agreement is exclusive to the parties and rights may not be assigned nor duties delegated by the Contractor except on prior written consent by the Sarpy County Emergency Management Agency. Any attempted assignment without such approval shall be void and shall constitute a breach of contract.

H. INDEPENDENT CONTRACTOR Contractor is an Independent Contractor and shall not be deemed an employee of the Sarpy County or any of its members for any purpose. Any and all acts that Contractor, and her employees, personnel, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as an independent contractor and not as employees, agents, partners, joint ventures, or associates of Sarpy County. Contractor and his/her employees, personnel, agents, contractors, or servants shall not be entitled to any benefits of Sarpy County including, but not limited to, group health coverage and workers’ compensation insurance. Any and all claims that may or might arise under the Worker’s Compensation Act of the State of Nebraska on behalf of Contractor, including without limitation claims of discrimination, shall in no way be the responsibility of Sarpy County. Contractor shall not have the authority to bind Sarpy County with any contract or agreement, or impose any liability upon the Sarpy County. Contractor shall not in any manner represent him or herself as an employee of Sarpy County nor act in a manner that implies that he or she is representing the City of Omaha, Dodge, Douglas, Sarpy, or Washington Counties, or the State of Nebraska.

I. AUTOMOBILE LIABILITY INSURANCE Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be One Million Dollars ($1,000,000) Combined Single Limit for each accident. Sarpy County is to be named as an additional insured on the insurance coverage required under this section.

J. CERTIFICATE OF INSURANCE The Contractor shall furnish Sarpy County with a certificate(s) of insurance evidencing the coverages required in this agreement. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the Sarpy County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages.
If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to Sarpy County. The Contractor shall require each and every subcontractor performing work under this Contract to maintain the same coverages required of the Contractor in this section, and upon the request by Sarpy County, shall furnish Sarpy County with a certificate(s) of insurance evidencing the Subcontractors insurance coverages required in this agreement.

K. NON-DISCRIMINATION Contractor acknowledges that this Agreement must be operated in compliance with civil rights laws and any implementing regulations, and any other federal or state laws or local ordinances and makes the following assurances:

Contractor warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title IX of the 1972 Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990, to the effect that no person shall, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance.

In accordance with the Nebraska Fair Employment Practice Act, contractor and any of its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin of the employee or applicant.

L. DRUG FREE POLICY Contractor assures Sarpy County that the Contractor has established and maintains a drug free workplace policy.

M. SARPY COUNTY 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.

N. AMENDMENTS This document represents the entire Agreement of the parties and it shall not be modified except by writing and signed by the authorized representatives of both parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

O. FAILURE OF FUTURE APPROPRIATIONS Due to possible reductions in State and/or Federal appropriations, Sarpy County cannot guarantee the continued availability of grant funding for this agreement, notwithstanding the consideration stated above. In the event funds to finance this agreement become unavailable either in full or in part due to such reductions in appropriations, Sarpy County may terminate this agreement or reduce the consideration upon notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Sarpy County shall be the final authority as to the availability of funds. The effective date of such agreement termination or reduction in consideration shall be
specified in the notice as the date of service or said notice or the actual effective date of the State and/or Federal funding reductions, whichever is later. Provided, that reduction shall not apply to payments made for the services satisfactorily completed prior to the agreement as of the effective date. In the event of a reduction in consideration, Contractor may cancel this agreement as of the effective date of the proposed reduction upon the provision of advance written notice to Sarpy County.

P. APPLICABLE LAW AND VENUE Contractor shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the appropriate District Court in the State of Nebraska, and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha, Nebraska.

Q. SEVERABILITY If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

R. ENTIRE AGREEMENT This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any terms hereof except as provided herein.

S. WAIVER Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver or any other right or power. In addition, any act by either Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

T. NO THIRD PARTY RIGHTS This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement’s indemnification provision shall also insure to the benefit of the Party’s employees, officers, agents and servants.

U. NEW EMPLOYEE WORK ELIGIBILITY STATUS 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. 1342a, 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. §4-108.

V. AUTHORIZED REPRESENTATIVES AND NOTICE In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for the purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

FOR SARPY COUNTY
Lynn Marshall, Director
Sarpy County Emergency Management Agency
1210 Golden Gate Drive, Suite 1310
Papillion, NE 68046-2848

FOR THE CONTRACTOR
Dale Tedder
3901 Platteview Rd.
Bellevue, NE 68123

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed returned facsimile acknowledging receipt.

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

By:
Chairman, Sarpy County Board of Commissioners

Contractor

12/20/16
United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

[ ] I am a citizen of the United States.

— OR —

[ ] I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: __________________________, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

Dale Robert Tedder
(first, middle, last)

SIGNATURE

[Signature]

DATE

December 20, 2016

1/19/2010