

AGREEMENT

This Agreement is entered into this 6 day of March, 2017, by and between Christopher Jobman, hereinafter referred to as "the Contractor," and the County of Lancaster, Nebraska, hereinafter referred to as "the County." Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the County is desirous of professional services for the provision of Psycho-educational instruction to individuals eligible to participate in the Lancaster County Pretrial Diversion Program;

WHEREAS, the Contractor is qualified with the necessary skills, expertise, and experience to meet those needs; and

WHEREAS, the County and the Contractor desire to set forth their understanding in writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1) The Initial Term of this Agreement shall be from March 15, 2017 through and including June 30, 2017. Upon the expiration of the Initial Term, this Agreement shall automatically renew for a one (1) year Renewal Term from July 1, 2017, through June 30, 2018, unless terminated by either Party pursuant to Paragraph 11 of this Agreement.

2) The purpose of this Agreement is to hire a qualified instructor to teach Psycho-educational Classes ("Classes") to participants in the Pretrial Diversion Program.

3) The Contractor shall provide the following Services:

A) Contractor will provide Psycho-educational Class instruction to participants in the County's Community Corrections Programs. The length of each Class session taught by Contractor will be determined by Lancaster County Diversion Services. The specific day and time of each Class session shall be agreed upon by the Contractor and the Director of Community Corrections.

B) Contractor will use Community Corrections approved curriculum for Classes.

C) Contractor will obtain a Class roster from Community Corrections prior to each Class session.

D) Contractor will verify Class attendance by checking the identity of each participant against a valid driver's license.

E) Contractor will maintain records of each participant's attendance and

performance, and Contractor shall notify Community Corrections when a participant fails to attend a Class as required.

F) Complete Class attendance shall be reported by Contractor to Community Corrections within two business days.

G) Contractor shall teach all Classes as scheduled. If Contractor is unable to teach a Class for any reason, Contractor is responsible for contacting participants to cancel and reschedule the Class.

H) On or before the 10th day of any Calendar Month during the Term of the Agreement, Contractor shall submit a monthly invoice for all Classes taught during the previous calendar month. Invoices shall be submitted to Community Corrections, 633 South 9th Street, Lincoln, Nebraska 68508.

I) Contractor shall submit all completed Class tests to Community Corrections for audit purposes.

J) Contractor shall attend program meetings as requested by the Director of Community Corrections.

4) The County shall provide the following services and duties:

A) County will provide each participant with the materials necessary to complete each required class.

B) County will coordinate length, day, and time of each Class session with Contractor.

C) County will provide Contractor with curriculum for Classes.

D) County will provide Contractor with a Class roster prior to each Class session.

5) Compensation: In exchange for Contractor's performing all of the Services provided for in this Agreement, the County shall pay the Contractor \$20 per hour for each hour of Class instruction actually provided, not to exceed 20 hours per week (\$400.00 per week). The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including, but not limited to, vacation, overtime, retirement benefits, workers' compensation insurance, and unemployment insurance. The County shall not be responsible for compensating Contractor for any instruction not actually provided, or for any additional Contractor expenses whatsoever.

6) Independent Contractor: It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be

employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

7) Assignment: Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.

8) Hold Harmless: Contractor shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Contractor, its employees, agents, or representatives, either directly or indirectly employed by them. This section will not require Contractor to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

9) Severability: If any portion of the Agreement is held invalid, the remainder hereof shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

10) Equal Employment Opportunity: In connection with the carrying out of the activities provided herein, the Contractor shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance, or any other basis prohibited by applicable state or federal law.

11) Termination: This Agreement may be terminated at any time by either Party giving thirty (30) days written notice. Should the Contractor breach this Agreement, the County will notify the Contractor of the breach in writing and the Contractor will have ten (10) days to cure. If the breach is not cured within ten (10) days, the County may, at its discretion, terminate the contract immediately upon written notice to the Contractor.

12) Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

13) Workers' Compensation Insurance: The Contractor does not maintain Workers' Compensation Insurance and thus Contractor agrees that Contractor alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third Party.

14) During the term of this Agreement, the Contractor shall perform all services in accordance with the established and applicable standards and in accordance with applicable state and local laws.

15) All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to the Department of Community Corrections or the Contractor at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County of Community Corrections
c/o Kim Etherton, Director
633 South 9th Street
Lincoln, Nebraska 68508

Contractor:


Christopher Jobman
2554 SW 19th St.
Lincoln, Nebraska 68522

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

16) Entire Agreement: The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior Contracts, agreements and negotiations between the Parties whether verbal or written.

17) Forbearance Not Waiver: County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

EXECUTED this 6 day of March, 2017, by Contractor.

BY: 

NAME: Chris Johnson

TITLE: Behavioral Health Specialist

EXECUTED this _____ day of _____, 2017, by Lancaster County, Nebraska.

BY: _____

APPROVED AS TO FORM
this ____ day of _____, 2017

Deputy County Attorney for
JOE KELLY, County Attorney

