

**AGREEMENT**

THIS AGREEMENT is entered into this 13 day of March, 2017, by and between Nebraska Commission for the Blind and Visually Impaired, 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 Contractor is an organization that helps blind and visually impaired individuals get the training they need to find good jobs in their community;

WHEREAS, the County is desirous of services for the Records Management Department of Lancaster County; and

WHEREAS, the County is willing to serve as a host agency training site for Contractor;

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

1) Length. The length of this Agreement shall be from June 1, 2017, through and including August 31, 2017.

2) Purpose. Lancaster County will serve as a host agency to provide blind and visually impaired individuals with job-related training designed to assist these individuals in finding employment.

3) Responsibilities. The Contractor shall provide trainees to the Lancaster County Records Management Department to perform and provide various services and temporary assistance for a temporary training period. The specific services and duties may include but not be limited to scanning and indexing documents and shredding confidential paper according to instructions provided by Lancaster County Records & Information Management Department. Other duties may be added by the Lancaster County Records Management Department as the County deems necessary.

4) Compensation. The County will not compensate Contractor for the services provided. Contractor is solely responsible for any and all compensation to its Trainees, employees, and/or independent contractors. The Parties agree that this Agreement does not provide for compensation in the form of a retainer. The County shall not be responsible for the payment of any wages, insurance or fringe benefits, including but not limited to, vacation, overtime, retirement benefits, workers' compensation insurance, and unemployment insurance.

5) Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Trainees of the Contractor shall not be deemed to be employees or trainees 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 and trainees for all salary and benefits. Neither the Contractor's trainees 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 and/or trainees, 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 trainees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' and trainees' compensation.

6) 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.

7) Hold Harmless. Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, employees and trainees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, employees, or trainees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, employees, or trainees.

8) Severability. If any portion of this 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.

9) Equal Employment Opportunity. Contractor agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

10) Termination. This Agreement may be terminated without penalty at any time by either Party giving fifteen (15) days written notice to the other Party.

11) Insurance. The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Agreement shall begin until all insurance

obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$10,000.00 per occurrence.

a) Workers' Compensation. The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Contractor shall provide the County with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

b) Commercial General Liability. The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the County. The description of operations must state "Blanket coverage for all projects and operations of Contractor" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

c) Automobile Liability. The Contractor shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

d) Additional Insured. An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

e) Certificates. The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the County within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required

continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

f) Minimum Scope of Insurance. All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

g) Sovereign Immunity. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

12) Employee Verification. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees or trainees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 or trainee pursuant to the Immigration Reform and Control Act of 1986. Contractor shall not discriminate against any employee, trainee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

13) Integration. The Parties hereby agree that this Agreement constitutes the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior contracts, agreements, and negotiations between the Parties regarding this subject matter whether verbal or written.

14) 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.

15) Confidentiality. All records contained in the Records Management Department are considered confidential and are the sole property of the County. The Contractor and its trainees agree not to disclose or provide information regarding these records to anyone other than employees of the County. The Contractor and its trainees agree to comply with all state and federal laws and regulations that may apply to the confidentiality of any such records.

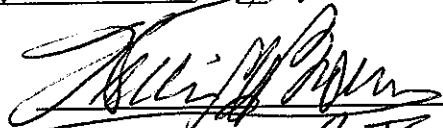
16) Amendments. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.

17) Governing Law. This Agreement shall be construed in accordance with and

governed by the laws of the State of Nebraska

EXECUTED this 13 day of March, 2017, by CONTRACTOR.

By:



Name:

WILLIAM G. BROWN

Title:

Bus. Mgr -

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by COUNTY.

Lancaster County Board of Commissioners

APPROVED AS TO FORM  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
Deputy County Attorney  
for JOE KELLY  
Lancaster County Attorney



Pete Ricketts, Governor

## CERTIFICATE OF SELF-INSURANCE, STATE OF NEBRASKA

The Nebraska Commission for the Blind and Visually Impaired, an agency of the State of Nebraska, has been asked by Lancaster County, 808 S. 8<sup>th</sup> St., Lincoln, NE, to provide this documentation as it relates to a contract with Lancaster County Records Management with a start date of June 1, 2017 and end date of July 31, 2017.

Under the provisions of Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008), the State of Nebraska purchases excess insurance for property, automobile, and crime, but is self-insured for a portion of any loss. Further, under Neb. Rev. Stat. § 81-8, 239.05, the State of Nebraska shall indemnify its officials and employees for money damages and reasonable costs incurred as a result of an act or omission occurring in the course and scope of employment of such official or employee. However, this shall not apply in case of malfeasance in office or willful or wanton neglect of duty. If there is a liability loss, a claim may be filed with the State Claims Board. The State retains all rights and immunities under the State Tort Claims Act, Neb. Rev. Stat. § 81-8,209 et seq. (Reissue 2008) and any other provisions of law.

Workers' Compensation is statutorily required in Nebraska and the State is self-insured. Occupational diseases are fully covered by law.

A handwritten signature in blue ink, appearing to read "Shereece Dendy", written over a horizontal line.

Shereece Dendy  
State Risk Manager

A handwritten date "8/7/17" in blue ink, written above a horizontal line.

Date

Shereece Dendy, State Risk Manager

Department of Administrative Services | RISK MANAGEMENT

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