

TRAINING SERVICES AGREEMENT

THIS AGREEMENT made and entered into by and between National Association of School Resource Officers, Inc., a Florida non-profit corporation, whose address is 2020 Valleydale Road, Hoover, AL 35244, (hereinafter referred to as "NASRO"), and Lancaster County, Nebraska, a unit of local government whose address is 555 S 10th St, Lincoln, NE 68508, (hereinafter referred to as "the AGENCY.")

WITNESSETH:

WHEREAS, the AGENCY desires to retain the services of NASRO to conduct an Advanced Training Program consisting of 24 hours of classroom instruction for School Resource Officers and other attendees; and,

WHEREAS, NASRO has an established the Training Program and has qualified instructors to meet the needs of AGENCY for the education of School Resource Officers designated by the AGENCY,

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, AGENCY and NASRO agree as follows:

1. **TERM AND COMPENSATION**

NASRO agrees to provide to AGENCY required instructors and student materials for the conduct of the Training Program during the following dates: **June 14-16, 2017**

AGENCY agrees to pay NASRO compensation in the total amount of: Four Thousand Eight Hundred Dollars (\$4,800) to conduct the said Training Program for the training of up to 15 students employed by Lincoln Police Department and/or Lancaster County Sheriff's Office. It will be the AGENCY's responsibility to promote the Training Program to the Lincoln Police Department and/or Lancaster County Sheriff's Office, and to make every effort to attain the stipulated number of students from those two agencies. Any shortfall in the number of students attending the training will not reduce the compensation amount of \$4,800. The above mentioned rate does not include NASRO membership

2. **SERVICES TO BE PROVIDED**

NASRO will provide at least one (1) qualified instructor for the Training Program consisting of twenty-four (24) hours consisting of three - eight hour days for the Advanced Training Course. The training location for the course of instruction is as follows:

Lincoln Police Department Training Facility
6980 W. Fletcher Road
Lincoln Nebraska

NASRO will be responsible for providing an instructor and/or a facilitator for the training sessions. All student materials, instructor's per diem, lodging, travel and incidental expenses will be paid by NASRO.

AGENCY shall be responsible for providing the classroom facilities and audio/visual equipment required by NASRO for each session of the course of instruction. NASRO agrees to provide technical assistance to AGENCY regarding classroom size and required equipment to be provided by AGENCY. Refreshment breaks for each session, if any, shall be the responsibility of AGENCY.

2. **PAYMENT FOR SERVICES**

Final payment for all services provided pursuant to this Agreement shall be made to NASRO within thirty (30) days after the conclusion of the course.

3. **INDEPENDENT CONTRACTOR**

NASRO shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting NASRO as the agent, representative, or employee of AGENCY for any purpose or in any manner whatsoever. NASRO is to be and shall remain an independent contractor with respect of all services performed under this Agreement. NASRO represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of NASRO or other persons while engaged in the performance of any work or services required by NASRO under this Agreement shall have no contractual relationship with AGENCY, and shall not be considered employees of AGENCY. Any and all claims that may or might arise under the state workers' compensation law on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against NASRO, its officers, agents, contractors, or employees shall in no way be the responsibility of AGENCY. NASRO shall defend, indemnify, and hold AGENCY, its officials, officers, agents, and employees harmless from any and all such claim to the extent of its general liability insurance limits. Such personnel or other persons shall neither require nor be entitled to any workers' compensation, rights, or benefits of any kind whatsoever from AGENCY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation or disability claims.

4. **NON-DISCRIMINATION – AFFIRMATIVE ACTION**

In accordance with law of the State of Nebraska or any other state having jurisdiction over this Agreement and AGENCY'S policies against discrimination, no person shall be excluded from employment or participation in or the benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws, rules, or regulations against discrimination shall be otherwise subjected to discrimination.

5. **INSURANCE**

NASRO agrees at all times to carry Comprehensive General Liability Insurance issued in the amounts and by a company or companies satisfactory to AGENCY. A Certificate of Insurance will be provided to AGENCY prior to performing under this Agreement.

(a) NASRO shall provide to AGENCY 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 NASRO shall provide an additional insured endorsement naming AGENCY as additional insured in a form acceptable to the AGENCY.

(b) NASRO shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Alabama and any other applicable State. NASRO 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 Agreement.

6. **INDEMNIFICATION**

NASRO hereby waives any and all claims for loss, damage or injury to property or person (including injuries resulting in death) allegedly caused by or arising out of the services to be performed herein or which may occur while NASRO is for any reason on or about the premises of AGENCY in connection with such work and NASRO hereby agrees indemnify and hold harmless AGENCY against any and all claims, by whosoever made (whether valid or otherwise) for loss, damage or injury to property or person (including injuries resulting in death) allegedly caused by or arising out of the training classes provided hereunder. The term "claims" wherever used in this paragraph shall include any of such claims in which AGENCY, its agents, servants, representatives or employees have or are alleged to have not contributed, in whole or part, to the loss, damage, or injury.

7. **COPYRIGHTS**

AGENCY acknowledges that the Training Program and the training materials are the copyrighted work product of NASRO, which may not be copied, duplicated or released by AGENCY to any other person or entity without the expressed written permission of NASRO.

8. **RECORDS – AVAILABILITY**

NASRO agrees that AGENCY, or any of its duly authorized representatives at any time during normal business hours, and as often as it may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books,

documents, papers, records, which are pertinent to the accounting practices and procedures of NASRO and involve transactions relating to this Agreement.

9. **NON-ASSIGNMENT**

Neither party may assign, subcontract, transfer, or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the other party. Any assignment without prior written consent shall be absolutely void.

10. **MERGER AND MODIFICATION**

a. It is understood that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

b. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

11. **DEFAULT AND CANCELLATION**

a. Except as otherwise provided in this Agreement, if NASRO fails to perform any of the provisions of this Agreement or fails to administer and perform the training as set forth herein it shall constitute default. Unless NASRO's default is excused in writing by AGENCY, AGENCY may upon written notice immediately cancel this Agreement in its entirety. In the event that AGENCY fails to perform its obligations pursuant to this Agreement, NASRO may elect, in its sole discretion, to (a) terminate performance under this Agreement, or (b) demand specific performance by AGENCY, or (c) provide the services AGENCY was required to supply and invoice AGENCY for the actual cost of such services plus a twenty percent (20%) administrative fee. Except in the case of unexcused default by NASRO or as provided in Section 15 of this Agreement, in the event that AGENCY terminates this Agreement or any performance by NASRO thereunder, AGENCY agrees to reimburse NASRO for all of its actual expenses incurred performing under this Agreement up to the date of termination, not to exceed \$4,800.

b. AGENCY and NASRO acknowledge that the instructors and participants may be active law enforcement officers who by virtue of their occupation may, at any time during the term of this Agreement, be subject to temporary assignment to meet a local, regional or national emergency resulting in the cancellation or postponement of one or more training session. In such event, NASRO shall be entitled to receive compensation for those training sessions completed, and any out-of-pocket expenses incurred by NASRO prior to cancellation or postponement of one or more training sessions.

- c. The above remedies shall be in addition to any other right or remedy available to NASRO and AGENCY under this Agreement, the law, state statute, and/or in law or equity.
- d. The parties' failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- e. This Agreement may be canceled with or without cause by either party upon thirty (30) day's prior written notice to the other party.

12. **CONTRACT ADMINISTRATION**

In order to coordinate the services of NASRO with the activities of AGENCY so as to accomplish the purposes of this Agreement, Sara Hoyle, Director, Lincoln-Lancaster County Human Services, shall manage performance of this Agreement on behalf of AGENCY. Kerri Williamson shall coordinate performance by NASRO in this Agreement.

13. **NOTICES**

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices shall be sent as follows.

As To AGENCY
 Sara Hoyle (Contact person)
 Director (Title)
 555 South 10th Street (Address)
 Lincoln, Ne 68508 (City/State)

As To NASRO
 James M. Canady
 Executive Director
 National Association
 Resource Officers Inc
 2020 Valleydale Road,
 Suite 207A
 Hoover, AL 35244

The laws of the State of Nebraska shall govern the interpretations, validity and construction of this Agreement; and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the State of Nebraska. Litigation, however, in the federal courts involving the herein parties will be in an appropriate federal court. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected. .

14. **AMERICANS WITH DISABILITIES ACT COMPLIANCE**

AGENCY acknowledges that it complies with the requirements of the Americans With Disability Act and its regulations and guidelines (collectively, the "ADA"). AGENCY further agrees to indemnify and hold NASRO harmless from and against any and all claims and

expenses (including reasonable attorney's fees and litigation expenses), that may be incurred by or asserted against NASRO or its officers, directors and employees on the basis of AGENCY'S non-compliance with any of the provisions of the ADA.

15. **FORCE MAJEURE**

Performance pursuant to this Agreement by either party is subject to acts of God, war, government regulation, disaster, strike, civil disorder, curtailment of transportation facilities, elimination of government funding or travel restriction, acts or threats of terrorism, governmental travel advisories, any health threat declaration or pandemic (e.g. SARS) in the jurisdiction of the AGENCY or on a national or regional basis that causes a reduction of attendees or other causes beyond the parties' reasonable control thus making it impractical or illegal to perform its obligations under this Agreement; or for any frustration of purpose for which the conference is being held. In such event, either party may cancel this Agreement without penalty or liability for any one or more of such reasons by written notice within three (3) days or as soon as practical from one party to the other of such occurrence or receipt of notice of any of the above occurrences. For use in this Agreement, the word "*purpose*" as referenced above is defined to mean the ability of NASRO to hold a successful conference and educational symposium at the training location and in the metropolitan area. This would include a group perception of the safety of persons and property in and around the AGENCY as a result of an actual or threatened man-made or natural disaster changing the atmosphere or environment of the AGENCY and surrounding areas, or any other situation affecting the reputation of the AGENCY in the national community, or any unforeseen event or series of events that affects or the ability of NASRO to conduct a successful Training Program.

16. **E-VERIFY.**

In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, NASRO agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees 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 pursuant to the Immigration Reform and Control Act of 1986. NASRO shall not discriminate against any employee 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. NASRO shall require any subcontractor to comply with the provisions of this section.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year hereinafter set forth.

WITNESS

Lancaster County
By: Todd Wiltgen

Title: Lancaster County Board Chair

Date: _____

WITNESS

National Association of School Resource Officers, Inc

Kerri Williamson,
Training Coordinator

By: _____

James M. Canady

Title: Executive Director

Date: _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 21 SBA BS3442 DV

Named Insured and Mailing Address; NATIONAL ASSOCIATION SCHOOL
RESOURCE OFFICERS
2020 VALLEYDALE RD STE 207A
BIRMINGHAM AL 35244

Policy Change Effective Date: 05/01/17

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 003

Agent Name: TRAMMEL-HARPER & WILLIAMS INC/PHS
Code: 252864

POLICY CHANGES:

HARTFORD ACCIDENT AND INDEMNITY COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED IS DELETED
LOCATION 001 BUILDING 001

SEE FORM IH 12 00

PRO RATA FACTOR: 0.671

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 05/12/17

Page 001 (CONTINUED ON NEXT PAGE)
Policy Effective Date: 01/01/17
Policy Expiration Date: 01/01/18

POLICY CHANGE (Continued)

Policy Number: 21 SBA BS3442

Policy Change Number: 003

ADDITIONAL INSURED(S) ARE ADDED
THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN
THIS POLICY.

LOCATION 001 BUILDING 001

ADDITIONAL INSURED #1 - OWNERS, LESSEE OR CONTRACTORS IS ADDED

FORM SS4170

NAME CITY OF LINCOLN, LANCASTER COUNTY, LANCASTER COUNTY PUBLIC B
LDG COMMISSION

ADDRESS 6980 W FLETCHER RD LINCOLN, NE 68524

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:

SS 41 70 06 11

POLICY NUMBER: 21 SBA BS3442

CHANGE NUMBER: 003



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY OF LINCOLN, LANCASTER COUNTY, LANCASTER COUNTY PUBLIC BLDG COMMISSION

Location(s) Of Covered Operations:

6980 W FLETCHER RD LINCOLN, NE 68524

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 21 SBA BS3442



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR