

## AGREEMENT

THIS AGREEMENT is entered into by and between Soval Solutions, LLC, hereinafter referred to as the “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 consulting services to evaluate outcomes for the Lancaster County Community Corrections sobriety program called 24/7, designed for DUI offenders with multiple, aggravated DUIs, and/or other alcohol-related offenses; and

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

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

1) Length. The Term of this Agreement shall be from July 1, 2017, through June 30, 2018.

2) Purpose. The purpose of this Agreement is to allow the collection of data using department case management system and provide an outcome evaluation of the 24/7 program.

3) Contractor Responsibilities. The Contractor shall provide the services and duties as outlined in “Attachment A,” attached hereto and made a part hereof by this reference.

4) County Responsibilities. The County shall obtain and provide to Contractor data and information required by Contractor to perform Contractor’s services and duties outlined in Attachment A.

5) Compensation. The County will pay the Contractor Ninety Dollars (\$90.00) per hour for up to a total of seven hundred fifty (750) hours of work during the Term. Within 30 days after the conclusion of a quarter during the Term of this Agreement, Contractor shall submit a detailed quarterly invoice to the County for the costs described above by delivering it to the Lancaster County Department of Community Corrections, 605 N. 10th Street, Suite B131, Lincoln, NE 68508. For purposes of this Agreement, a “quarter” shall mean each period of three consecutive calendar months during the Term of this Agreement ending on September 30, December 31, March 31, and June 30.

Invoices for work performed pursuant to the Agreement shall contain at a minimum the following information: a) date services were provided, b) the name of the Contractor’s employee who performed the services, c) the duration of services, d) the nature of services, e) the location of services, f) the hourly rate charged for the services, g) the extended charge for services at the indicated hourly rate, and h) a grand total of hours and charges for services.

The Contractor shall provide services to the County in accordance with Attachment "A". The Contractor agrees that it shall not be paid until Contractor has provided to County the services described in Attachment "A". The Parties agree that compensation is not, nor shall it be deemed, a retainer.

Payments will be disbursed once the Contractor has provided the Department of Community Corrections with all work product containing the information described in Attachment "A" ("Deliverables") and a detailed invoice documenting that services have been provided pursuant to this Agreement. The Contractor agrees that it shall not be paid until: services have been provided to County; County accepts the Deliverables; and the County confirms the completion of those services.

It is understood and agreed that the amount stated above shall represent total reimbursement for the services provided under the terms of this Agreement. 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.

6) Confidentiality. Contractor agrees to keep confidential all Deliverables and all technical, product, business, financial, personal, and other information regarding the business and the software programs of County and/or or County's contractors (the "Confidential Information"), including but not limited to programming techniques and methods, research and development, computer programs documentation, marketing plans, customer identity, business methods, criminal justice records, and any other personally identifying information.

a) Contractor shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party. Contractor's protections and safeguards shall not be less stringent than those that are employed, or should reasonably be employed, by Service Provider in protecting its own information of the same type as the Confidential Information.

b) Contractor agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights of County and will not copy, duplicate, or in any manner reproduce any such copyrighted materials.

c) The provisions of this Section 6 shall survive termination or expiration of this Agreement. County shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.

7) Ownership. Contractor agrees that all Deliverables developed during hours billed to County are works made for hire and shall belong exclusively to County and no rights thereto shall accrue in any manner to Contractor. In addition, County shall be the sole owner of all patents, copyrights, trade secrets and other intellectual property rights related to the Deliverables.

Contractor does not have the right to use any Deliverables if Contractor is not performing such services on behalf of County.

8) Warranties of Contractor. Contractor warrants that all Deliverables shall be the original work product of Contractor and will not be based on, or derived from, the proprietary information or items of a third party and that none of the Deliverables will infringe any copyrights, patents, trade secrets, or other proprietary rights of a third party. Contractor warrants that the Services shall be performed in a workmanlike and professional manner. Contractor warrants that all employees assigned to perform work under this Agreement shall have a level of skill and experience commensurate with the requirements of the task to which such employee is required to perform.

9) 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.

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

11) Hold Harmless. Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees 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, or employees 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, or employees.

12) 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.

13) 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.

14) Termination. This Agreement may be terminated at any time by either Party giving sixty (60) days written notice. Should Contractor breach this agreement, County will notify the Contractor of the breach in writing and the Contractor will have fifteen days to cure. If the breach is not cured within fifteen days of notice, the County may, at its discretion, terminate the contract immediately upon written notice to the Contractor. Upon completion, termination, or expiration of this Agreement, Contractor shall deliver to County all copies of all Deliverables in their then current form or state, whether complete or incomplete, and return to County all applicable Confidential Information.

15) Governing Law. The laws and jurisdiction of the State of Nebraska shall govern any disputes or issues regarding the terms and conditions of this Agreement. The Parties further agree that they shall be subject to the jurisdiction of the State of Nebraska.


16) E-Verify. 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 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. Contractor 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.D.A. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

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.

18) 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 regarding the subject matter of this Agreement whether verbal or written. No amendments, additions or deletions to the Agreement shall be binding unless approved by both Parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

EXECUTED this 4th day of August, 2017, by the Contractor.

By: 

Name: Mitchel N. Herian

Title: Owner, Soval Solutions, LLC

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2017, by the County.

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Todd Wiltgen, Chair  
Lancaster County Board of  
County Commissioners

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

## **“Attachment A”**

### **Scope of Work Lancaster County Community Corrections Soval Solutions, LLC**

The purpose of this work is to evaluate the effectiveness of Lancaster County’s 24/7 Sobriety Program designed for DUI offenders with multiple, aggravated DUIs, and/or other alcohol-related offenses. The primary components of the work to be conducted include:

- Designing a program evaluation plan with Lancaster County Community Corrections staff.
- Working with Lancaster County staff to identify and collect relevant data to conduct the evaluation.
- Analyzing collected data to assess whether 24/7 sobriety checks are having the intended effect upon the population of interest.
- Analyzing historical criminal data (e.g., via JUSTICE) in order to compare recidivism rates of 24/7 participants in Lancaster County to multiple, aggravated DUI offenders in Lancaster County from prior years.
- Analyzing criminal data (e.g., via JUSTICE) in order to compare recidivism rates of 24/7 participants in Lancaster County to multiple, aggravated DUI offenders in other counties.
- Report and present results to Lancaster County Community Corrections and other relevant stakeholders.
- Develop evaluation plans to assess effectiveness of the 24/7 sobriety program if/when the program is used with defendants charged with other types of offenses.