

CONSULTANT AGREEMENT - COMPANY

This Agreement sets forth the terms between **Lancaster County, Nebraska**, for the Nebraska Extension office in Lancaster County, having an address at 444 Cherrycreek Road, Suite A, Lincoln, NE 68528 (the "Lancaster Extension Office") and **Move Creative**, having an address at 6321 Blackstone Road, Lincoln, NE 68526 (the "Consultant") with regard to the performance by Consultant of the services contemplated herein.

RECITALS

WHEREAS, the Lancaster Extension Office desires to obtain the services of the Consultant;
and

WHEREAS, the Consultant claims to have expertise and experience to provide such services for the Lancaster Extension Office;

NOW THEREFORE, the Lancaster Extension Office and the Consultant hereby agree to the following terms, obligations and conditions:

1. Description of Services. The Consultant agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services, and shall use its best efforts to render the services and provide the deliverables identified in Section 1 of Exhibit A to this Agreement (the "Services"), attached hereto and incorporated by reference herein, to the Lancaster Extension Office. The Consultant agrees to perform the Services to the satisfaction of the Lancaster Extension Office from time to time during the term of this Agreement.

2. Payment. In full consideration for the Services performed by the Consultant under this Agreement, the Lancaster Extension Office shall pay or cause to be paid to the Consultant a fee **not to exceed three thousand dollars, (\$3,000.00)**. The total fee shall be payable pursuant to the schedule identified in Section 2 of Exhibit A to this Agreement, attached hereto and incorporated by reference herein, and upon submission of an invoice to Lancaster Extension Office by Consultant. 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 Consultant'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. All payments due Consultant shall be made on a net 30 day basis. The Consultant agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the Lancaster Extension Office will not deduct such taxes from any payments to the Consultant hereunder, unless required by law.

3. Term. The Services to be performed by the Consultant under this Agreement shall start no later than **July 1, 2017**, and shall be completed no later than **June 30, 2018**. Time is of the essence in this Agreement. This term may be extended by written agreement of the Lancaster County Board of County Commissioners.

4. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the Lancaster Extension Office or non-written information and data disclosed by the Lancaster Extension Office that is identified at the time of disclosure to the Consultant as confidential and is reduced to writing and transmitted to the Consultant within thirty (30) days of such non-written disclosure. The Consultant agrees to use the same degree of care it uses to

protect its own confidential information and, to the extent permitted by law, to maintain the Confidential Information in strict confidence for a period of three (3) years from the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Consultant, or that is hereafter supplied to the Consultant by a third party without restriction.

5. Ownership of Work Product and Intellectual Property Rights. The Consultant shall have no interest in the deliverables provided under this Agreement, and the Lancaster Extension Office shall be the sole owner of all such deliverables, including all works authored, produced, developed or reduced to practice by the Consultant during its' performance of the Services (the "Work Product"). Furthermore, the Lancaster Extension Office shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secrets rights in and to the Work Product. The Lancaster Extension Office shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, the Consultant hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to the Lancaster Extension Office, and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, the Consultant hereby grants to the Lancaster Extension Office the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use the Work Product pursuant to this Agreement. The Consultant also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of the Consultant's services and Work Product. This provision shall survive the termination of this Agreement.

6. Termination. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon any termination, the Lancaster Extension Office shall promptly pay the Consultant for all services rendered and costs incurred up to and including the effective date of termination.

7. Representations and Warranties. The Consultant represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Consultant also represents and warrants that no third party has any rights in, to, or arising out of, the Work Product rendered pursuant to the performance of the Services. Consultant agrees to hold Lancaster County, and its employees, officials, agents, and its respective assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that Lancaster County and its employees, officials, agents, and its respective assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the Services or any use of the Work Product.

8. Independent Consultant. The Consultant is an independent consultant and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Consultant is not the Lancaster Extension Office's agent or representative and has no authority to bind or commit the Lancaster Extension Office to any agreements or other obligations.

9. Mutual Indemnification. Except as otherwise provided in this Agreement, to the extent allowed by law, each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

10. Insurance. . The Consultant shall at its own expenses, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the Lancaster Extension Office, 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 Agreement. No work pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the Lancaster Extension Office, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the Lancaster Extension Office prior to execution of the Agreement. Deductible levels shall be provided in writing from the Consultant's insurer and will be no more than \$25,000.00 per occurrence.

The Consultant 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. The Consultant shall provide an additional insured endorsement acceptable to the County, and approval shall not be unreasonably withheld.

The Consultant does not maintain Workers' Compensation Insurance and thus Consultant agrees that Consultant alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

The Consultant shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Consultant 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. During the term of the Agreement and during the period of any required continuing coverages, the Consultant 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.

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

11. Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To the Consultant:
Jeff Abele
Move Creative
6321 Blackstone Road
Lincoln, NE 68526

To the Lancaster Extension Office:
Sarah Browning
Nebraska Extension in Lancaster County
444 Cherrycreek Road, Suite A
Lincoln, NE 68528

AND

Lancaster County Board of County Commissioners
555 South 10th Street
Lincoln, NE 68508

12. Assignment. This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

13. Amendment. This Agreement constitutes the entire understanding between the Consultant and the Lancaster Extension Office with respect to the subject matter hereof and may not be amended except by an agreement signed by the Consultant and an authorized representative of the Lancaster Extension Office.

14. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

17. Work Status Verification. Consultant and its subconsultants shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

18. Conformance to Law. During the term of this Agreement, the Consultant shall perform all Services in accordance with applicable federal, state and local laws.

19. Entire Agreement. The parties hereby agree that this Agreement constitutes the entire understanding of the parties concerning the subject matter herein and supersedes all prior contracts, agreements and negotiations between the parties whether verbal or written.

20. Forbearance Not Waiver. The Lancaster Extension Office'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 18th day of August, 2017, by Consultant.

BY: Jeff Abele

NAME: Jeff Abele

TITLE: Owner

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

BY: LANCASTER COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
this ____ day of _____, 2017

Deputy County Attorney for
JOE KELLY, County Attorney

**Lancaster Extension Office of Nebraska-Lincoln
EXHIBIT A**

Section 1 – Description of Services:

Estimated Project Scope

- Move Creative will assist in maintaining the website at communityenvironment.unl.edu
- Create new pages as needed
- Import additional content from old sites when needed
- Add new automated content management processes when needed
- Create new infographics of key impact report stats

Section 2 – Payment:

- The cost of the website production and maintenance will be \$75 per hour and will not exceed 40 total hours of work (\$3,000.00).
- Within 30 days after the conclusion of a quarter during the Term of this Agreement, Move Creative shall submit a detailed quarterly invoice for Services performed during that concluded quarter. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4786 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS
(Scheduled)**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: F 97 BLLL7 5

Named Insured:

MOVE CREATIVE LLC
6321 BLACKSTONE RD
LINCOLN NE 68526-9603

Name And Address Of Additional Insured Person Or Organization:

CITY OF LINCOLN/LANCASTER COUNTY
555 S 10TH ST
LINCOLN NE 68508-2803

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization 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:

a. Ongoing Operations

- (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 that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

- 2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
- 3. **Primary Insurance.** The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.