

AGREEMENT

This Agreement is entered into this 24 day of October, 2017, by and between **Char Estes**, 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 STOP Class instruction to participants eligible to participate in the Lancaster County Traffic 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) Term: The Initial Term of this Agreement shall be from July 1, 2017 through and including June 30, 2018. This Agreement shall automatically renew for a one (1) year Renewal Term from July 1, 2018 through and including June 30, 2019, unless terminated by either Party pursuant to Paragraph 11 of this Agreement. Together the Initial Term and the Renewal Term shall constitute the Term of this Agreement.

2) Purpose: The purpose of this Agreement is to hire a qualified instructor to teach STOP Class to participants in the Traffic Diversion Program.

3) Contractor Duties: The Contractor shall provide the following services and duties:

A) Contractor will provide STOP Class instruction to participants in the County’s Traffic Diversion Program on an as-needed basis at the Community Corrections training room located at 605 South 10th Street, Lincoln, Nebraska, 68508. Each session taught by Contractor will consist of a four (4) hour class, in accordance with Neb. Rev. Stat. § 29-3601 and § 29-3605. The specific day and time of the class(es) shall be agreed upon by the Contractor and the Director of Community Corrections.

B) Contractor will use Department of Motor Vehicle and Community Corrections approved curriculum.

C) Contractor will obtain a STOP Class roster from Community Corrections prior to each 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 staff when a participant fails to attend a STOP Class as required.

F) Contractor shall report complete class attendance and test scores to Community Corrections within two business days of the conclusion of the class.

G) Contractor shall teach all classes as scheduled. If Contractor is unable to teach for any reason Contractor is responsible for contacting another Community Corrections approved instructor to teach the class.

H) Contractor shall submit monthly invoices to Community Corrections, 633 South 9th Street, Lincoln, Nebraska 68508, by the 10th of each month.

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

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

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

A) County will provide each participant with the materials necessary to complete each STOP Class.

B) County will provide Contractor with a class roster for each STOP Class.

C) County will provide the classroom space necessary to complete each STOP Class.

D) County will provide contact information for other Community Corrections approved instructors.

5) Compensation: The County shall pay the Contractor \$100 per STOP class instructed. As provided above, the Contractor shall submit monthly invoice statements documenting the services performed and detailing the charges for such services. 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 be responsible for payment only for services actually rendered. The County does not guarantee that Contractor shall be assigned to teach any classes under this Agreement.

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 County's express written permission 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 Agreement 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, without respect to its conflict of law provisions.

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) Laws: 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) Notices: 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 mailing address or email address set forth below or such other mailing address or emailing address as they may specify hereafter in writing:

County
Lancaster County Department
of Community Corrections
c/o Kim Etherton, Director
605 South 10th Street
Lincoln, Nebraska 68508
ketherton@lancaster.ne.gov

Contractor
msquibbl@neb.rr.com

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 notice or communication may also be delivered by email to the email address listed above, return receipt requested. For the purposes of the Agreement, all notices will be deemed to have been given on the date of mailing on the United States certified mail receipt, or the date of receipt on the email receipt, as provided above.

16) 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.

17) 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. This Agreement may be modified, altered, or amended only by written instrument executed by both Parties subsequent to the execution of this Agreement.

18) Third Parties: This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor

EXECUTED this 24 day of October, 2017, by Contractor.

BY: Char Estes

NAME: Char Estes

TITLE: Contractor

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

BY: THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ___ day of _____, 2017

Deputy County Attorney for
JOE KELLY, County Attorney

