

**AGREEMENT**

This agreement is entered into this 6<sup>th</sup> day of November, 2017, by and between Justin Coleman, hereinafter referred to as “the Contractor,” and the County of Lancaster, Nebraska, hereinafter referred to as “the County.”

Whereas, the County is desirous of professional services for the provision of Psycho-educational instruction to individuals eligible to participate in the Lancaster County Pretrial Diversion Program; and

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) The length 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 term from July 1, 2018 to June 30, 2019, unless terminated by either party pursuant to Paragraph 11 of this Agreement.

2) The purpose of this Agreement is to hire a qualified instructor to teach Psycho-educational Classes to participants in the Pretrial Diversion Program.

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

A) Contractor will provide Psycho-educational Class instruction to participants in the County’s Community Corrections Programs. The length of each session taught by Contractor will be determined by Lancaster County Diversion Services. 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 Community Corrections approved curriculum.

C) Contractor will obtain a 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 Drug & Alcohol Education Class as required.

F) Complete class attendance shall be reported by Contractor to Community Corrections within two business days.

G) Contractor shall teach all classes as scheduled. If Contractor is unable to teach for any reason Contractor is responsible for contacting participants to cancel and reschedule the class.

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

I) Contractor shall submit all completed Drug & Alcohol Education Class tests to Community Corrections for audit purposes.

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

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

A) County will provide each participant with the materials necessary to complete each required class.

5) Compensation: The County shall pay the Contractor \$20 per hour to provide class instruction, not to exceed 20 hours per week or \$400.00 per week for all services and duties outlined in this Agreement. 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.

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.

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 contract 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.

13) Insurance: 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) 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) 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 address or facsimile number set forth below or such other address or facsimile number as they may specify hereafter in writing:

Lancaster County of Community Corrections  
c/o Kim Etherton, Director  
605 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68508

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 notices or communication may also be delivered by hand, or by facsimile transmission. For the purpose of the agreement, all notices will be deemed to have been given upon the date of the personal delivery or facsimile transmission or three days after having been deposited in the United States Post office as proved above.

EXECUTED this 6<sup>th</sup> day of November, 2017, by Contractor.

BY: Justin Coleman

TITLE: Diversion Instructor

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Lancaster County, Nebraska.

BY: \_\_\_\_\_

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

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

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