

AGREEMENT

THIS AGREEMENT is entered into by and between the League of Human Dignity, hereinafter referred to as “the Contractor,” and the County of Lancaster, Nebraska, for the Lancaster County Youth Services Center (“Youth Services Center”), hereinafter referred to as “the County.” Collectively the County and the Contractor may be referred to as “the Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the County is desirous of professional services to provide certain educational curriculum to juveniles housed at the Youth Services Center; 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 length of this Agreement shall be from July 1, 2017 through January 31, 2019.

2) Purpose. To teach youth housed at the Youth Services Center the “Independent Living” curriculums described in Attachment A to this Agreement, which Attachment is attached hereto and incorporated herein by this reference.

3) Contractor Services. The Contractor shall teach youth housed at the Youth Services Center the “Independent Living” curriculums described in Attachment A.

4) County Responsibilities. The County shall be responsible for providing classroom space and classroom equipment.

5) Class Details. Contractor and the Director of the Youth Services Center shall agree in writing on the details of classes, including but not limited to: class size, dates, duration, and composition; classroom rules and expectations; and rescheduling of classes.

6) Background Check. Contractor will be required to complete an application provided by the Youth Services Center and will be subject to a background check, including but not limited to a check of the following sources:

- A. The Sex Offender Registry maintained by the Nebraska State Patrol;
- B. The Nebraska Child Abuse and Neglect Central Register;
- C. The Nebraska Adult Abuse and Neglect Central Register;
- D. The Nebraska Department of Motor Vehicles; and
- E. NCIC/NCIS criminal history check.

Background check results shall be reviewed by the Youth Services Center. Contractor’s performance under this Agreement is subject to the express condition precedent of the Youth

Services Center's approval of Contractor's background check results, approval of which shall not be unreasonably withheld. In the event that Youth Services Center does not approve Contractors' background check results, no legal relation shall arise between the Parties with under this Agreement.

7) Youth Services Center Rules. Contractor will adhere to applicable rules, regulations, and policies of the Youth Services Center while performing under this Agreement at the Youth Services Center. The Youth Services Center will review the applicable rules, regulations, and policies with Contractor.

8) Compensation. The Parties agree that Contractor will not receive any monetary compensation for the services provided. Furthermore, 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.

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

(a) Workers' Compensation. The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Contractor shall provide the County with an endorsement for waiver of subrogation. The contractor 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 Contract.

(b) Commercial General Liability. The Contractor 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. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the County. The description of operations must state "Blanket coverage for all projects and operations of Contractor" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

(c) Automobile Liability. The Contractor shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

(d) Additional Insured. An Additional Insured endorsement shall be provided to County naming County as additional insureds, under the commercial general liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess**.

(e) Certificates. The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor 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. The certificates of insurance shall provide for at least

thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor 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.

(f) **Minimum Scope of Insurance.** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

(g) **Sovereign Immunity.** Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

13) **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.

14) **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.

15) **Termination.** This Agreement may be terminated without penalty at any time by either Party giving thirty (30) days written notice.

16) **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.

17) **Entire Agreement.** The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contractors, agreements and negotiations between the Parties whether verbal or written.

18) **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.C. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

19) 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.

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

EXECUTED this 3 day of May, 2017, by Contractor.

By: Kathy Kay
Title: C.F.O.

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

APPROVED AS TO FORM
this _____ day of _____, 2017.

Deputy County Attorney
for JOE KELLY
Lancaster County Attorney

By: _____
Todd Wiltgen, Chair
Lancaster County Board of
Commissioners

Michelle Schindler
Lancaster County Youth Services Director

