

## AGREEMENT

THIS AGREEMENT is entered into by and between MJ & Company Photography, hereinafter referred to as the “the Contractor”, and the County of Lancaster, Nebraska, on behalf of the Lancaster County Public Defender’s Office, 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 photography services for group photos and individual headshots of the 2019 Lancaster County Elected Officials; 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) Purpose. The purpose of this Agreement is for Contractor to take group photos and individual headshots of the 2019 Lancaster County Elected Officials.

2) Contractor Responsibilities. The Contractor shall provide the following services and duties:

- a. Contractor shall take the necessary photos on January 29, 2019, from 1:00 p.m. to 3:00 p.m.
- b. Contractor shall provide the County with a CD of the photos and a print release allowing for full usage rights within two (2) weeks of the date of the photo shoot.

3) Compensation. The County shall pay the Contractor Six Hundred (\$600.00) Dollars for work performed pursuant to this Agreement. The work will take an estimated two (2) hours to complete. This fee includes approximately twelve (12) headshots and group photos, a two (2) hour photo session, all cost and travel related expenses, and a CD of the photos and a print release allowing for full usage rights. The County shall pay the Contractor the full amount with a Lancaster County Purchasing Card on the day of the photo shoot.

It is understood and agreed that the amount stated above shall represent total compensation 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.

4) 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 for its employees, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

5) 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.

6) 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.

7) 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.

8) 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.

9) Termination. This Agreement may be terminated at any time by either Party giving 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 the photos in their then current form or state, whether complete or incomplete.

10) 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.

11) 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.

12) 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.

13) 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019, by MJ & Company Photography.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Lancaster County, Nebraska.

BY: LANCASTER COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Deputy County Attorney for  
PAT CONDON, County Attorney

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