

AGREEMENT FOR OPERATION OF NUTRITION
EDUCATION PROGRAM IN LANCASTER COUNTY

This agreement is hereby entered into between the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, on behalf of Extension - Lincoln, Institute of Agriculture and Natural Resources (University), THE COUNTY OF LANCASTER COUNTY, NEBRASKA, on behalf of the Lancaster Extension (County), and the LINCOLN HOUSING AUTHORITY, for the purpose of establishing and operating the Nutrition Education Program (NEP) in Lancaster County.

WITNESSETH THAT:

WHEREAS, the Lincoln Housing Authority and the County have proposed to establish the Nutrition Education Program (NEP) in order to address the nutritional needs of limited-income clientele in Lincoln Housing Authority units and in Lancaster County; and

WHEREAS, the University is desirous of promoting NEP within the Lincoln-Lancaster County area and has within its employ persons who are trained and qualified to deliver the educational services related to NEP; and

WHEREAS, the University is agreeable to providing the services of one NEP Nutrition Assistant to the Housing Authority and the County for purposes of implementing and supporting NEP in Lancaster County;

NOW, THEREFORE, based upon the mutual terms and conditions contained herein it is hereby agreed among the parties as follows:

- 1) PURPOSE - The purpose of this Agreement is to provide for the operation

of NEP, which is intended to address the nutritional needs of certain limited-income persons living in urban housing units and in Lancaster County through the delivery of nutrition and food resource education. An Extension Assistant, provided by the University to the Housing Authority and County, will meet with clients who are identified pursuant to the terms of this agreement for the purpose of providing instruction in nutrition and food resource education. The instruction provided under the terms of this agreement will be given in the homes of the identified clients or in small groups at other locations.

2) TERMS - The term of this Agreement shall be from the date of September 1, 2019, and shall continue until the date of August 31, 2020.

3) RESPONSIBILITIES OF THE PARTIES -

a. Lincoln Housing Authority - The Housing Authority shall refer to NEP individuals and families who may be in need of the services provided pursuant to the Agreement.

b. County - The County, by and through UNL Extension shall be responsible for referring clients to NEP who live in Lancaster County. This will be accomplished in cooperation with other agencies, including the Health Department, the Women, Infants and Children Program, Public Health Nursing, the Supplemental Nutrition Assistance Program, the Department of Agriculture and similar programs. The County shall also be responsible for providing office space and office support services for the NEP Nutrition Assistant.

c. University - The University shall provide the services of one full-time Extension NEP Assistant, to the Housing Authority and the County, qualified to provide instruction regarding nutrition and food resource education to clients who are referred to NEP by the Lincoln Housing Authority and County. At all times, the individual employee providing the services described in this Agreement shall be the employee of the University and not an

employee of the Lincoln Housing Authority or County. The University shall be responsible for all salary and benefits payable under this agreement and the Nutrition Assistant shall not be entitled to any salary from the County nor the Lincoln Housing Authority or to any benefits, workers' compensation, sick leave or injury leave. The individual employee assigned by the University to provide the services herein described shall be chosen by the University at its discretion. The NEP Nutrition Assistant shall devote 50% of his/her work time and efforts to clients referred by the Lincoln Housing Authority and 50% of his/her work time and efforts to clients referred by the County.

4) SERVICE FEE - In return for the NEP services provided pursuant to this Agreement, the Lincoln Housing Authority shall pay the University the sum of \$10,519 which will include \$893 for food demonstration supplies, graduate incentives and staff training costs. Lancaster County will reimburse the University no more than \$24,890 for the amounts the University actually expends on salary and benefits for the NEP Nutrition Assistant position provided pursuant to this Agreement. This will be combined with \$15,429 from the USDA Supplemental Nutrition Assistance Program grant for a total of \$50,838. In the event of a staff vacancy, Lincoln Housing Authority will be credited for salary savings, including benefits. This will be calculated after all billings have been received from the University of Nebraska. Compensation from Lancaster County shall be paid upon the University's presentment to the County of a monthly statement for reimbursement and documentation that the services have been provided pursuant to this Agreement. The parties agree that this Agreement does not provide for compensation in the form of a retainer.

5) INDEPENDENT CONTRACTOR - It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the University shall not be deemed to be employees of the County and

employees of the County shall not be deemed to be employees of the University. The University and the County shall be responsible to their respective employees for all salary and benefits. Neither the University'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. The University 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.

6) RENEWAL FOR SUBSEQUENT TERMS - This Agreement is renewable for additional one year terms. No less than 30 days prior to expiration of this Agreement or any renewal period, the University will inform the Housing Authority and the County in writing of the service fee necessary to renew this Agreement for one additional year. The Housing Authority and County will inform the University of their decision whether or not to renew within a reasonable time. Should the Agreement be renewed, all terms except the amount of the service fee shall remain the same for the renewal period.

7) MUTUAL HOLD HARMLESS AGREEMENT - To the extent allowed by Nebraska 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 parties and 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. Each party shall maintain a policy or policies of insurance sufficient in

amount to cover any and all claims arising out of or resulting from its acts of its agents and employees in performance of this Agreement.

8) ANY AMENDMENTS TO THIS AGREEMENT must be in writing and signed by all parties.

9) Employee Verification. In accordance with Neb. Rev. Stat. §4-108 through §4-114, the parties agree 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. The parties 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.A 1324b. The parties shall require any subcontractor to comply with the provisions of this section.

EXECUTED THIS _____ day of _____, 2019 by the
County of Lancaster, Nebraska.

APPROVED AS TO FORM
this _____ day of
_____, 2019

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

Patrick Condon
Lancaster County Attorney

Roma Amundson
Chair

EXECUTED THIS _____ day of _____, 2019 by the
Housing Authority of the City of Lincoln.

CHRIS LAMBERTY, Executive Director

EXECUTED THIS 18th day of July, 2019 by the
Board of Regents of the University of Nebraska.

Jeanne Wicks
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
Jeanne Wicks, Director - Office of Sponsored Programs