

AGREEMENT

This agreement is entered into this _____ day of _____, 2019, by and between **Kristy Beitler**, 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; 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 Initial Term of this Agreement shall be from October 1, 2019 through and including September 30, 2020. This agreement shall automatically renew for three (3) additional one (1) year terms, 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 STOP Class to participants in the Traffic Diversion Program.

3) 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 S. 10th Street, Ste B131, Lincoln, Nebraska, 68508. Each session taught by Contractor will consist of a 4 hour class, in accordance with Neb. Rev. Stat. §293601 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 identify 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) Complete class attendance and test scores shall be reported by Contractor 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) Contract shall submit monthly invoices to Community Corrections, 605 S. 10th Street, Ste B131, 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) 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 the 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 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 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) 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:

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


Contractor
Kristy Beitler
1215 Arapahoe #223
Lincoln, Nebraska 68502
kbeitler2@unl.edu

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be 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.

16) 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) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.

EXECUTED this 20TH day of SEPTEMBER, 2019, by Contractor.

BY: KRISTY J. BEITLER 

TITLE: _____

EXECUTED this _____ day of _____, 2019, by Lancaster County,
Nebraska.

BY: _____

APPROVED AS TO FORM
this ____ day of _____, 2019

Deputy County Attorney for
PAT CONDON, County Attorney

