

AGREEMENT

THIS AGREEMENT is entered into by and between Grace Johnson, hereinafter referred to as the “the Contractor,” and the County of Lancaster, Nebraska, on behalf of the Lancaster County Human Services Office, hereinafter referred to as “the County.” The Contractor and the County hereinafter may be referred to collectively as the “Parties,” and individually as a “Party.”

WHEREAS, the County is desirous of professional services to conduct a training session on issues relating to the juvenile justice system at the Native American Trauma Training (“Training”) for Training attendees; 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. This contract shall be effective from the date of its execution by both Parties through and including September 27, 2019.

2) Purpose. To provide a training session for attendees of the Conference.

3) Contractor Responsibilities. The Contractor shall provide a juvenile justice system related issues training session on September 27, 2019:

A. One session of up to three (3) hours of classroom-based training on September 27, 2019 from 9:00 a.m. to 12:00 p.m.

The seminar shall be open to Training attendees. The Contractor’s Speaker shall be Grace Johnson. There shall be no substitute speaker.

4) County Responsibilities. The County shall have the following duties:

A. Assisting Contractor with setting up and reserving classroom space at the Conference.

5) Compensation. The County will pay the Contractor Four Hundred Sixty Two Dollars and Sixty Four Cents (\$462.64) Dollars for conducting the training described above. This amount shall include all Contractor’s expenses related to conducting the training session, including but not limited to travel, meals, and lodging. Total compensation paid under this contract shall not exceed Four Hundred Sixty Two Dollars and Sixty Four Cents (\$462.64) Dollars. Within ten (10) calendar days after completion of the training session, Contractor shall submit an invoice to County for the training session. Contractor agrees that it shall not be paid until the training session has been provided to the County. The parties agree that compensation is not nor shall it be deemed a retainer.

It is understood and agreed that the amount stated above shall represent total reimbursement for the services provided under the terms of this contract. 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. County shall not be responsible for compensating Contractor for any services not actually provided, or for any additional Contractor expenses whatsoever.

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 without the express written permission of the County shall be absolutely void.

8) 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.

9) 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.

10) 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.

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

12) 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.

13) 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.

14) 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.

15) 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 10th day of October, 2019, by Contractor.

By: *Roma Amundson*

Title: *Owner, Red Nation Healing*

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

APPROVED AS TO FORM
this _____ day of _____, 2019

By: _____
Roma Amundson, Chair
Lancaster County Board of
Commissioners

Deputy County Attorney
for PAT CONDON
Lancaster County Attorney