

**SERVICE AGREEMENT
BETWEEN
CITY OF LINCOLN AND THE
SCHOOL DISTRICT OF THE CITY OF LINCOLN**

I. INTRODUCTION.

This Agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), for emergency mass clinic operations, and the School District of the City of Lincoln (LPS), with a place of business at 5901 O Street, Lincoln, NE 68510, and phone (402) 436-1000.

II. SERVICES.

LPS and City enter this Agreement for LPS to:

1. Upon LPS determining it is in LPS's best interests to do so, to make available the use of the facilities owned, by LPS; which may include Lincoln High School, Lincoln East High School, Lincoln Southwest High School, Lincoln Northeast High School, Lincoln Southeast High School, and Lincoln North Star High School.
2. Agree to respond on facility availability within a reasonable time of a mass clinic operation request. Such a request must be made in writing by the City and be hand-delivered to the LPS Superintendent or a designee.
3. If the request in items #1 and #2 is granted and subject to coordination with and approval of the building administrator make reasonably available the use of furnishings, such as but not limited to: tables and chairs.
4. If the request in items #1 and #2 is granted and subject to coordination with and approval of the building administrator make reasonably available the use of equipment, such as but not limited to: basic office supplies and any existing freezers for temporary storage of vaccines that must be kept cold.
5. If the request in items #1 and #2 is granted and subject to coordination with and approval of the building administrator make reasonably available the use of rooms and facilities such as but not limited to: gymnasiums, cafeterias, locker rooms, storage for one facility kit at each location as provided by the City and defined in "City" section below, and restrooms.
6. If the request in items #1 and #2 is granted make reasonably available building and room layouts to designated LLCHD officials for clinic planning.

LPS and City enter into this Agreement for the City to:

1. Request the use of facilities at a minimum of 12 hours prior to implementing mass clinic operations.

2. Provide, replenish, and pay for all costs facility kits containing supplies needed for mass clinics, listed in Attachment A, for use at facilities owned by LPS, including Lincoln High School, Lincoln East High School, Lincoln Southwest High School, Lincoln Northeast High School, Lincoln Southeast High School, and Lincoln North Star High School.

III. TERM.

The term of this Agreement shall commence upon execution and shall remain in full force and effect for four (4) years from the date of execution unless terminated by either party as provided herein.

IV. COMPENSATION.

LPS will not receive any monetary compensation for any facilities or equipment provided which relates to mass clinic operations.

V. TERMINATION

Either party has the right at any time during the term or at the end of any term to terminate this Agreement for any reason or for its own convenience. If City or LPS terminates this Agreement for any reason or for convenience, thirty (30) days written notice of the termination shall be provided.

VI. DUTIES GENERALLY.

The Parties agree as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

VII. INDEPENDENT CONTRACTOR.

The parties each have sole and exclusive charge and control of the manner and means of their own performance. The parties shall perform as independent contractors and it is expressly understood that neither party nor any of its staff are employees of their respective agencies and no other, and, thus they are not entitled to any additional benefits including, but not limited to,

overtime, retirement benefits, workers' compensation, sick leave, or injury leave unless offered by their own employer.

VIII. INDEMNIFICATION.

To the fullest extent permitted by law, City and LPS shall indemnify, defend and mutually hold harmless each other, their officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the parties, or anyone for whose acts any of them may be liable. This section will not require the parties to indemnify or hold harmless each other for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the parties. Neither the City nor LPS waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

IX. AUDIT PROVISION.

LPS shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

X. FAIR EMPLOYMENT.

LPS shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat.* § 48-1122, as amended.

XI. NEBRASKA LAW.

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XII. INTEGRATION, AMENDMENTS, ASSIGNMENT.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

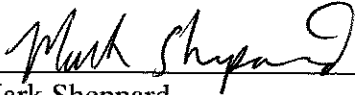
XIII. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XIV. CAPACITY.

The undersigned persons representing LPS or the City do hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind LPS or the City to this Agreement.

IN WITNESS WHEREOF, LPS and City do hereby execute this Agreement.



Mark Sheppard
Assoc. Superintendent of Business Affairs
Lincoln Public Schools
5901 O Street
Lincoln, NE 68510

Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, NE 68508

October 15, 2009

Date of Signature

Date of Execution

APPENDIX A

FACT Kit Contents

- 1 Wheeled work bin 37-21-20
- 1000' Caution Tape
- 600' small fluorescent line Tape
- 10 Ballpoint pens
- Banker's Boxes
- 1 Blood pressure cuff
- 1 Roll Butcher Paper
- 10 Clipboards
- 2 bags Cotton Balls
- 1 Dry erase board eraser
- 1 Box Dry erase board pens
- 1 Roll Duct Tape
- 2 Flash Lights with batteries
- 3 Hand clickers – Counters
- 1 Bottle Hand Sanitizer
- 2 Black marker
- 10 Legal Pads
- 1 Box pre-sharpened pencils
- Manager's Bible
- 2 rolls Masking Tape
- Master Folder – Job descriptions
- 1 Tube Miniature spring clamps
- 2 Rolls Paper towels
- 4 Pencil Sharpener
- Red Biohazard bags
- 4 Boxes Elastic Bands
- 3 Scissors
- 3 Rolls Scotch Tape
- 2 boxes Small Color markers
- 6 Sharps container
- 6 Staplers
- 1 Box Staples
- 1 Stethoscope
- 1 Pack (100) Sticky name tags
- 1 Box Trash bags
- 15 Vests