

INTERLOCAL AGREEMENT

BETWEEN

THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

LANCASTER COUNTY, NEBRASKA

This interlocal agreement, including any addenda and attachments (collectively, "Agreement") is entered into by and between the Nebraska Department of Health and Human Services (DHHS), and Lancaster County, Nebraska ("Local Agency" or "Lancaster County") (each a "Party", and collectively, the "Parties").

PURPOSE: The purpose of this Agreement is to provide building space to make available residential programs and treatment services, in a secure and safe environment, through the Youth Rehabilitation and Treatment Centers for youth committed to or placed with Department of Health and Human Services, Office of Juvenile Services (hereinafter "Youth"). This Agreement is entered into pursuant to the Health and Human Services Act, Office of Juvenile Services Act, the Nebraska Juvenile Code, Nebraska Revised Statutes Chapter 23, and the Interlocal Cooperation Act.

FUNDING: This Agreement involves state funds.

1. DURATION

- 1.1 **TERM.** This Agreement is in effect for a Term coextensive with the Term of the Lease Agreement, which is attached hereto and incorporated herein as Addendum A to this Interlocal Agreement.
- 1.2 **TERMINATION.** This Agreement shall terminate upon termination or expiration of the Lease Agreement pursuant to the terms and conditions of the Lease Agreement. Upon either termination or expiration of this Agreement, the Parties shall confer as to the disposal of any real or personal property involved in the Agreement, and agree, in writing as to the manner of method of disposal, except as expressly provided by the Lease Agreement.

2 PAYMENT TERMS AND STRUCTURE

- 2.1 **TOTAL PAYMENT.** DHHS shall pay Local Agency a total amount not to exceed the amounts provided for in the Lease Agreement for the responsibilities of Lancaster County performed under this Agreement.
- 2.2 **PAYMENT STRUCTURE.** Payment shall be structured as provided in the Lease Agreement.

3 RESPONSIBILITIES

- 3.1 **Lancaster County**, according to the terms and conditions of the Lease Agreement, shall provide building space for DHHS to make available residential programs and treatment services to Youth, in a secure and safe environment, through the Youth Rehabilitation and Treatment Centers.
- 3.2 As necessary and practicable, Lancaster County and DHHS shall endeavor cooperatively to purchase the provision of services at the premises that is the subject of the Lease Agreement, including health services, educational services, and food services, using contractors already under contract with Lancaster County.
- 3.3 **Best Efforts.** The Parties shall use their best efforts to accomplish their respective responsibilities in a timely and efficient manner. The failure of one party to perform its responsibilities shall not relieve the other party of its responsibilities.

4 INDEPENDENT AGENCIES

4.1 DHHS and the Local Agency are independent agencies within the State of Nebraska. This Agreement shall not create an employer-employee relationship between the Parties or between any of the employees of one party with the other party. The Agreement does not create a business partnership or joint venture under Nebraska law, or any joint entity as set forth in the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq.

5 WRITTEN AGREEMENT

5.1 *Amendment.* This Agreement may be modified only by written amendment, executed by both parties, subsequent to the date of this Agreement. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

5.2 *Integration.* This written Agreement constitutes the entire agreement between the Parties, and any prior or contemporaneous representations, promises, or statements by the Parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Agreement.

5.3 *Severability.* Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

5.4 *Survival.* All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

6 COMPLIANCE WITH LAW

6.1 If required by the Interlocal Cooperation Act, the Local Agency shall ensure that this Agreement is properly filed with the Nebraska Auditor of Public Accounts by the applicable deadline, in accordance with Neb. Rev. Stat. § 13-513.

6.2 *Civil Rights and Equal Opportunity Employment.* The Parties shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.

6.3 The Parties shall comply with all other applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Agreement. This may include, but is not limited to, confidentiality requirements for the particular information being accessed or the data being shared, as may be more fully set forth herein.

7 LIABILITY

7.1 DHHS shall maintain the space allocated to it in as good condition as when allocated to DHHS ordinary wear and tear excepted and the actions of the juveniles are ultimately the responsibility of DHHS which will hold harmless Lancaster County to the extent allowed by Nebraska law. Nothing in this Agreement shall relieve either party of any obligation or responsibility imposed upon it by law.

8 RECORDS

8.1 The Parties agree to provide reasonable access to each other's records and personnel, as necessary, to ensure compliance with any funding requirements, or to provide records for any federal or state oversight authority.

8.2 The Parties shall maintain all records related to this Agreement as consistent with any applicable record retention schedules, or any other retention requirement mandated by law.

9 NO THIRD PARTY BENEFICIARY RIGHTS

9.1 No entity not a party to this Agreement is an intended beneficiary of this Agreement, and no entity not a party to this Agreement shall have any right to enforce any term of this Agreement.

10 ADDENDA

10.1 Addendum A, Lease Agreement.

11 NOTICES

11.1 Notices shall be in writing and shall be effective upon mailing. All written notices shall be sent to the following addresses:

FOR DHHS:
Trevor Spiegel
Nebraska Department of Health and
Human Services
301 Centennial Mall South
Lincoln, NE 68509-5026
308-864-5313
trevor.spiegel@nebraska.gov

FOR LOCAL AGENCY:
Michelle Schindler
Lancaster County, Nebraska
1200 Radcliff Street
Lincoln, NE 68046
402-441-7093
mschindler@lancaster.ne.gov

11.2 Either party may change the individual to be notified under this section via letter sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the Parties have duly executed this Agreement hereto, and that the individual signing below has authority to legally bind the party to this Agreement, and, if applicable, that this Agreement has been authorized by the Party's governing body.

FOR DHHS:

FOR LOCAL AGENCY:

Mark LaBouchardiere

Roma Amundson

DHHS Facilities Director

Chairperson, Lancaster County Board of
County Commissioners

Department of Health and Human Services

Lancaster County, Nebraska

DATE: _____

DATE: _____

LEASE AGREEMENT

This Lease Agreement, hereinafter this “Lease,” entered into upon the date last executed by both Parties below (hereinafter, the “Effective Date”), executed in duplicate, is by and between the County of Lancaster, a county and political subdivision of the State of Nebraska, hereinafter known as “Lessor,” and Department of Administrative Services, State Building Division, an agency of the State of Nebraska, hereinafter known as “Lessee,” acting on behalf of Department of Health and Human Services, Office of Juvenile Services, hereinafter known as “Tenant Agency.” Individually the County and the State each may be referred to as a “Party”, and collectively they may be referred to as “Parties.”

1. **Premises.** Lessor hereby leases, subject to the terms, covenants and conditions set forth in this Lease, to Lessee, portions of the Premises located at:

**Lancaster County Youth Services Center
1200 Radcliff Street
Lincoln, NE 68512**

hereinafter referred to as the “Demised Premises,” which consists of **7,107** square feet of furnished leasable area, not including any Common Area, shown on the floor plan attached hereto and incorporated herein as *Exhibit A – Demised Premises Floor Plan*. Furnishings are limited to the following items: (i) six (6) Moduform sand-filled soft-plastic chairs (one (1) purple, and five (5) blue); and (ii) fourteen (14) Norix sand-filled hard-plastic chairs (gray). Each type of the foregoing furnishings is depicted in Exhibit F, attached hereto and incorporated herein. Furnishings do not include mattresses for Youth bedrooms or any other item not expressly stated herein. Lessor warrants and represents that it is the owner of the Demised Premises. The Demised Premises are being leased for the sole purpose of Lessee/Tenant Agency’s providing programs and treatment services to youth committed to or placed with Department of Health and Human Services, Office of Juvenile Services (hereinafter “Youth”) and shall not be used for any other purpose.

- 1.1 **Common Areas – Definition.** "Common Areas" are all areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by Lessor from time to time for the general non-exclusive use of Lessor and Lessee/Tenant Agency, and their respective employees, juveniles committed to or in the custody or care of the Lessor or to the Tenant Agency, suppliers, shippers, contractors, customers, and invitees.
- 1.2 **Common Areas – Lessee/Tenant Agency’s Rights.** Lessor hereby grants to Lessee, for the benefit of Tenant Agency and its employees, suppliers, shippers, contractors, Youth, and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to the terms and conditions of this Lease and any rights, powers, and privileges reserved by Lessor under the terms and conditions of this Lease.
 - 1.2.1 The Common Areas shall mean the following areas as shown on Exhibit B, attached hereto and incorporated herein:
 - 1.2.1.1 Education Area
 - 1.2.1.2 Intake Area, including property room, photograph room, and video conferencing room

- 1.2.1.3 Dining Area
- 1.2.1.4 Gymnasium
- 1.2.1.5 Security perimeter
- 1.2.1.6 Sally port and garage
- 1.2.1.7 Visitation Area
- 1.2.1.8 Lobby and vestibule
- 1.2.1.9 Staff breakrooms, staff mailboxes, and staff locker area, including 15 lockers in the staff locker area. Allocation of mailboxes and lockers will be determined between the Tenant Agency and the Lessor's on-site management.
- 1.2.1.10 Administration Area, including training room L12. A process for the scheduling of the Tenant Agency's use of this area will be determined between the Tenant Agency and the Lessor's on-site management.
- 1.2.1.11 Hallways
- 1.2.1.12 Laundry
- 1.2.1.13 Delivery corridor
- 1.2.1.14 North Data Closet

1.2.2 Because the Demised Premises and the Common Areas, except the Lobby, Administrative Area, and Visitation Area, (the "Controlled Areas") exist within a controlled access juvenile detention facility:

1.2.2.1 At all times when Lessee, Tenant Agency, and its employees, suppliers, shippers, contractors, Youth, and invitees are within the Common Areas, Lessee agrees that Lessee, Tenant Agency, and its employees, suppliers, shippers, contractors, Youth, and invitees, shall abide by the effective version of the Lancaster County Youth Services Center Operations Manual ("Manual"), which is approved by the Nebraska Crime Commission Jail Standards Board, except the following sections of the Manual:

- 1.2.2.1.1 0100.2 Personnel
- 1.2.2.1.2 0100.3 Management Information Systems
- 1.2.2.1.3 0100.5 Fiscal Management
- 1.2.2.1.4 0100.9 Chain of Command
- 1.2.2.1.5 0200.3 Resident Telephone
- 1.2.2.1.6 0200.4 Communications with Staff
- 1.2.2.1.7 0200.5 Interpreter Services
- 1.2.2.1.8 0300.10 Transportation Emergencies
- 1.2.2.1.9 0400.1 Resident Meals
- 1.2.2.1.10 0500.1 Acceptance Requirements
- 1.2.2.1.11 0500.2 Admission Process
- 1.2.2.1.12 0500.3 Classification
- 1.2.2.1.13 0500.4 Special Management Classification
- 1.2.2.1.14 0500.5 Records and Court Information
- 1.2.2.1.15 0500.7 Release Procedures
- 1.2.2.1.16 0700.1 Medical Screening Upon Admission
- 1.2.2.1.17 0700.2 Basic Medical Care
- 1.2.2.1.18 0700.3 Emergency Medical Care
- 1.2.2.1.19 0700.4 Pharmaceuticals
- 1.2.2.1.20 0700.5 Infectious Disease

- 1.2.2.1.21 0700.6 Medical Records and Files
- 1.2.2.1.22 0700.7 Mental Health Services
- 1.2.2.1.23 0700.8 Mental Health Records and Files
- 1.2.2.1.24 0800.1 Records Retention
- 1.2.2.1.25 0900.1 General Programming
- 1.2.2.1.26 0900.2 Education
- 1.2.2.1.27 0900.3 Library Services
- 1.2.2.1.28 0900.4 Recreation
- 1.2.2.1.29 0900.5 Religious Programming and Services
- 1.2.2.1.30 1000.1 Resident Rights and Grievance Procedure
- 1.2.2.1.31 1000.2 Behavior Management
- 1.2.2.1.32 1000.3 Discipline
- 1.2.2.1.33 1000.4 Orientation
- 1.2.2.1.34 1100.1 Resident Supervision
- 1.2.2.1.35 1100.7 Use of Force
- 1.2.2.1.36 1200.1 Resident Hygiene
- 1.2.2.1.37 1200.2 Clothing and Linens
- 1.2.2.1.38 1300.1 General Transports
- 1.2.2.1.39 1300.2 Transportation Emergencies
- 1.2.2.1.40 1300.3 Use of Agency Vehicle
- 1.2.2.1.41 1400.1 Inspections

Pursuant to Paragraph 2.5 of this Lease, the Tenant Agency and the Lessor's on-site management may agree in writing to add or subtract the Manual sections, in whole or in part, to which the Tenant Agency, and its employees, suppliers, shippers, contractors, Youth, and invitees shall be subject within the Common Areas.

- 1.2.2.2 Every resident's access to programming, educational, recreational and dining space is a priority to both Parties. Access to Common Areas for these purposes is critical to meeting the best interests of and the legal, regulatory, and certification requirements for the residents we serve. Lessor hereby expressly reserves the right to restrict access to any and all Common Areas to ensure facility security. Lessor agrees not arbitrarily to restrict access to any or all Common Areas. For purposes of this Paragraph, "facility security" means: (i) temporary control of movement throughout the Premises by and through Lessor's Central Control in conformance with policies in the Manual regarding Resident Movement, including but not limited to, Policy 1100.2 ; and/or (ii) temporary response to an emergency condition on the Premises in conformance with policies in the Manual regarding emergencies, including, but not limited to, Policy 0300.1 et seq. Restricted access shall not extend for longer than necessary to ensure facility security.
- 1.2.2.3 Lessee's physical access to Controlled Areas shall be granted by Lessor to Lessee only and exclusively through Lessor's Central Control. Lessee, Tenant Agency, and its employees, suppliers, shippers, contractors, Youth, and invitees, shall register with Lessor's Central Control before entering the Controlled Areas, and Lessee, Tenant Agency, and its employees, suppliers, shippers, contractors, Youth, and invitees shall register with Lessor's Central Control before exiting the Controlled Areas.

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- 1.2.2.4 Lessor and Lessee agree cooperatively to develop a manner of communicating by radio to facilitate physical access to, through, and within the Controlled Areas. Any radio equipment necessary for Lessee to communicate with Lessor's Central Control shall be purchased and maintained exclusively at Lessee's cost and shall at all times remain the personal property of the Lessee. Lessee understands and agrees that the necessary radio equipment must be compatible with Lessee's radio system. Upon request of Lessee, Lessor will endeavor to cooperate with Lessee to facilitate Lessee's obtaining such radio equipment through the City of Lincoln Police Department.
- 1.2.2.5 Lessor shall conduct any emergency evacuation of the Demised Premises and/or the Common Areas through Lessor's Central Control pursuant to the Manual.
- 1.2.2.6 The Demised Premises requires key sets to access rooms within the Demised Premises and to access certain Common Areas. Key sets to access the rooms within the Demised Premises and to those certain Common Areas must be checked in and checked out through Lessor's Central Control, in accordance with the Manual. In the event that such key sets are lost, Lessee shall follow Lessor's lost key policy contained in the Manual. If the key sets are not located through following the steps in Lessor's lost key policy contained in the Manual, Lessee immediately shall have the locks for the relevant portions of the Demised Premises and/or the relevant Common Areas rekeyed, including reproduction of eight (8) key sets for the rekeyed locks, at Lessee's sole cost. Lessee shall have the locks rekeyed and the eight (8) key sets produced by contacting County/City Building Management pursuant to Paragraph 5 of this Lease. The actual costs for rekeying shall be charged and invoiced by Lessor to Lessee, and shall be paid by Lessee to Lessor within ninety (90) days from the date of such invoice. Rekeyed locks shall be either: Sargent Signature Series locks with an RB keyway; or Southern Steel model 10120AMD locks with a Mogul M keyway. Any rekeyed locks shall become the property of Lessor upon installation, and any rekeyed key sets shall be surrendered to Lessor upon termination or expiration of the Lease. In the event that Lessor loses a key set, Lessee agrees to assist Lessor in following the steps in Lessor's lost key policy in the Manual, including policy-indicated searches of the Demised Premises, and/or Lessee's employees and/or Youth.
- 1.2.2.7 The Administration Area requires a keycode to enter. Lessor shall provide Lessee with a keycode to enter the Administration Area.
- 1.2.2.8 The Demised Premises comes equipped with video monitoring equipment. Lessee may utilize that video monitoring equipment at Lessee's sole cost. Any additional video monitoring equipment desired by Lessee may be installed and connected to the existing video monitoring equipment, with the written permission of Lessor, at Lessee's sole cost, pursuant to Paragraph 9 of this Lease.
- 1.2.2.9 No employee, supplier, shipper, contractor, or invitee of Lessee shall be permitted within the Demised Premises, including the Common Areas, except the Lobby, Administrative Area, and Visitation Area, unless such person:

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- 1.2.2.9.1 Has not been convicted of a crime punishable by imprisonment in a federal or state penitentiary for a term of one (1) year or more, for which conviction a pardon has not been received; and
- 1.2.2.9.2 Has not been convicted of, admitted to, or engaged in conduct, of which there is substantial evidence and which would constitute, a crime involving intentional body harm, a crime against children, or a crime involving moral turpitude.
- 1.2.2.10 Lessee at Lessee's sole cost shall conduct an initial background check on each employee, supplier, shipper, contractor, or invitee of Lessee before such employee, supplier, shipper, contractor, or invitee of Lessee shall be permitted within the Demised Premises, including the Common Areas, except the Lobby, Administrative Area, and Visitation Area. Lessee shall conduct a follow up background check on such person every two years thereafter. Lessor shall be permitted to inspect the background checks required under this Lease during Lessee's business hours upon reasonable advance request Background checks must, include, at a minimum:
 - 1.2.2.10.1 Nebraska Sex Offender Registry maintained by the Nebraska State Patrol;
 - 1.2.2.10.2 Nebraska Child Abuse and Neglect Central Registry;
 - 1.2.2.10.3 Nebraska Adult Abuse and Neglect Central Registry; and
 - 1.2.2.10.4 National Crime Information Center (NCIC) Criminal History.
 - 1.2.2.10.5 Lessor agrees that in no case will the Lessor hold the Lessee or any employee, supplier, shipper, contractor, or invitee of Lessee to a more stringent standard for background checks or entrance screening than the Lessor applies to Lessor's own employees, suppliers, shippers, contractors, or invitees.
- 1.2.2.11 Every resident's access to dedicated educational space is a priority to both Parties. Access to dedicated educational space is critical to meeting legal, regulatory, and certification requirements for the residents we serve. Subject to Paragraph 1.2.2.2 and any other limitation on Lessee's/Tenant Agency's access to Common Areas contained within this Lease, Lessee's and Tenant Agency's access to the Education Area, including any classrooms within the Education Area, shall be available at those times when Lessor is not utilizing the Education Area. A process for the scheduling of the Tenant Agency's use of this area will be arranged between the Tenant Agency and the Lessor's on-site management. Lessee and Tenant Agency also may use the Dining Area for educational purposes at times the Dining Area is not being used for dining purposes. Certain personal property within the Education Area is owned by Educational Service Unit Number 18, and Lessor expressly cannot and does not permit Lessee to utilize that personal property. Any agreement or permission to utilize that personal property must be obtained from Educational Service Unit Number 18. Lessor will provide an orientation to Lessee's employees to familiarize Lessee's employees with the personal property of Educational Service Unit Number 18.
- 1.2.2.12 Any furnishings introduced into the Demised Premises by Lessee must be fire retardant.
- 1.2.2.13 Lessee/Tenant Agency shall supervise Youth at all times that Youth are on the Premises. Lessee/Tenant Agency shall provide sufficient staff within the Premises and the

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Demised Premises to supervise Youth twenty-four (24) hours per day, seven (7) days per week, during the Term of the Lease.

2. Term.

2.1 The Term of this Lease, hereinafter "Term," shall be for a period of five (5) Lease Years, commencing on the date of final execution by both Parties, hereinafter the "Commencement Date," and ending at 11:59 p.m. on the last day of the fifth Lease Year, hereinafter the "Expiration Date," unless sooner terminated as hereinafter provided. "Lease Year" means each period of three hundred sixty-five (365) consecutive days during the Term, with the first Lease Year beginning at 12:00 a.m. on the Commencement Date and concluding at 11:59 p.m. on the day before the first anniversary of the Commencement Date, and with each subsequent Lease Year beginning at 12:00 a.m. on each subsequent anniversary of the Commencement Date during the Term and concluding at 11:59 p.m. on the day before the next anniversary of the Commencement Date. This Lease shall in no case become effective until all required signatures and exhibits have been obtained.

2.2 Omitted.

2.3 It is agreed between Lessor and Lessee that in the event Lessor, Lessee, and Tenant Agency have fully complied with all the terms and conditions of this Lease, in that event, prior to the expiration of the Term of this Lease, Lessee and Lessor may, by written mutual agreement of the Parties, renew the Lease for one (1) additional five (5) year term ("Renewal Term"), provided that Lessee notifies Lessor in writing of Lessee's intention to renew the Lease within forty-five (45) days prior to the end of the Term of this Lease. Such Renewal Term shall be subject to the same terms and conditions as those set forth in this Lease, except that the rental rates for each Lease Year of the Renewal Term shall be as follows:

Renewal Term Lease Year	Description	SF	Rate	Annual Rent	Monthly Rent
1	Base Rent	18,137	\$21.48	\$389,582.76	\$32,465.23
2	Base Rent	18,137	\$21.91	\$397,374.42	\$33,114.53
3	Base Rent	18,137	\$22.35	\$405,321.90	\$33,776.83
4	Base Rent	18,137	\$22.79	\$413,428.34	\$34,452.36
5	Base Rent	18,137	\$23.25	<u>\$421,696.91</u>	\$35,141.41

Except as provided in Paragraph 2.3 of this Lease, if any of the terms or conditions of this Lease are to be changed at the time of renewal, said changes must be mutually agreed to in writing between all Parties prior to the beginning of the Renewal Term.

2.4 Mutual Participation Agreement. Parties agree that, to the extent required by law, they will each mutually participate, cooperate, and assist in the event that either Party is subject to an audit, inspection, and/or survey that requires participation, cooperation, or assistance of the other. This mutual participation includes, but is not limited to, internal audits, external audits, and investigations for the purpose of certification.

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- 2.5 Future Cooperation. Parties acknowledge that the nature of this Lease requires ongoing cooperation and coordination. Ensuring the harmonious operation of the Premises in a safe, secure, and therapeutic manner requires ongoing discussion and mutual agreement on issues of coordinating: the Parties’ respective policies and procedures, operations manuals, evolving credentialing standards, programmatic needs, programmatic preferences, and general cooperation required to operate in a shared space. Parties agree that Tenant Agency and the Lessor’s on-site management will create an initial written Common Area Use Agreement within sixty (60) days of the final execution of this Lease, unless the Tenant Agency and the Lessor’s on-site management agree in writing to increase or decrease the sixty (60) day time limitation. The Common Area Use Agreement will not be legally binding or incorporated into this Lease.
- 2.6 Parties agree that to ensure the privacy of residents of the Premises that the Parties’ employees will be instructed through training on each Party’s respective policies, procedures, and operational manuals, including the Manual, on the extent of and means to protect Residents’ privacy. Training will recur as necessary upon the amendment of any such policy, procedure, or operational manual. Policies and procedures related to the Parties’ mutual assurances of privacy will be adopted pursuant to Paragraph 2.5.

3. Rent.

- 3.1 Lessee shall pay Lessor Rent in equal monthly installments payable in advance on the first (1st) day of each calendar month throughout the Term, including any Renewal Term, of this Lease. Rent payable hereunder for any period of time less than one (1) calendar month shall be determined by prorating the monthly rent herein specified based on the actual number of days in the calendar month. Rent shall be made payable to:

Lancaster County Treasurer

Rent shall be paid on or before the first of each month via ACH Electronic Deposit.

- 3.2 Tenant Agency will occupy 18,137 square feet of space.
- 3.3 The Rent payment schedule for the Term of this Lease shall be \$19.46 per square foot for the first Lease Year, and shall be subject to a 2% increase for each subsequent Lease Year as follows:

Lease Year	Description	SF	Rate	Annual Rent	Monthly Rent
1	Base Rent	18,137	\$19.46	\$352,946.02	\$29,412.17
2	Base Rent	18,137	\$19.85	\$360,004.94	\$30,000.41
3	Base Rent	18,137	\$20.25	\$367,205.04	\$30,600.42
4	Base Rent	18,137	\$20.65	\$374,549.14	\$31,212.43
5	Base Rent	18,137	\$21.06	\$382,040.12	\$31,836.68

4. Termination.

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- 4.1 This Lease may be terminated by Lessee by written notice to Lessor if sufficient appropriated funds are not available to Lessee and/or Tenant Agency for the purpose of paying necessary operating expenses of Tenant Agency including rent on the Demised Premises. If any Governor’s budget message is such that it does not include sufficient appropriated funds to pay necessary operating expenses of Tenant Agency, including rent hereunder, notice of such fact shall be given promptly to Lessor, and if at any time it appears that appropriated funds will be depleted in the future, or such funds are not sufficient to pay necessary operating expenses of Tenant Agency including rent hereunder, notice of such fact and the estimated date of depletion shall be given promptly to Lessor. If only a portion of the funds sufficient to pay the necessary operating expenses of Tenant Agency including rent hereunder are appropriated, this Lease may be kept in force with a pro rata share of the space and corresponding rent decreased if such reduction is in the best interest of the Tenant Agency and is agreed to by Lessor. Such reduction and rent decrease shall not be effective or binding until agreed upon by the Parties in writing.
- 4.2 Lessor and Lessee each shall have the right to cancel this Lease, for any reason whatsoever including no reason, upon giving one hundred eighty (180) days’ notice of such cancellation in writing to the other Party.
- 4.3 Either Party may terminate this Lease, in whole or in part, if the other Party fails to perform its obligations under this Lease in a timely and proper manner. Within ninety (90) days of such failure to perform, the terminating Party shall provide a written notice of default to the other Party to cure a failure to perform its obligations under this Lease within thirty (30) days of such notice.
- 4.4 If the whole or substantial part of the premises shall be taken or condemned by any competent authority for any public use or purpose, unless otherwise agreed upon in writing by the Parties, this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be prorated to the date of termination as provided in Paragraph 3.1 of this Lease.

5. Notices. All notices herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified return receipt, and addressed as follows:

To Lessor at:

County/City Property Management
ATTN: Kerin Peterson, Property Manager
920 O Street, Suite 203
Lincoln, Nebraska 68508
Phone: (402) 441-7056
Email: kpeterson@lancaster.ne.gov

To Lessee at:

AS/State Building Division
ATTN: CA-65130523
PO Box 98940
Lincoln, NE 68509-8940
Phone: (402) 471-6020
Email: assbdleasing@nebraska.gov

All contacts to County/City Building Management made pursuant to this Lease shall be made as follows:

5.1 For non-emergency contacts, Lessee shall email the contact to both of the following email addresses:

5.1.1 ddavis@lancaster.ne.gov; and

5.1.2 rbohrer@lancaster.ne.gov.

5.2 For emergency contacts, Lessee shall call either:

5.2.1 Doug Davis at (402) 525-3601; or

5.2.2 Dee Adams at (402) 423-6873.

Lessee shall designate in writing to Lessor no more than **three (3)** individuals authorized to contact County/City Building Management. Lessor shall not be required to respond to any contact to County/City Building Management made by any individual on behalf of Lessee except those designated individuals. Either Party may alter the foregoing contact information by a written notice to the other Party pursuant to this Paragraph.

6. Assignment and Subletting.

6.1 Lessee shall not assign or sublet this Lease without the prior written consent of the Lessor. Tenant Agency's use and involvement in this Lease shall not be deemed an assignment or sublet of this Lease. Lessor shall not assign this Lease without the written consent of Lessee. Any assignment of this Lease by either Party without the prior written consent of the other Party shall be absolutely void.

7. Inspection. Lessee and/or Tenant Agency agree to permit Lessor and/or its authorized representative to enter the Demised Premises during usual business hours for the purposes of inspecting the same. Lessee and/or Tenant Agency agree that Lessor may enter the Demised Premises at any reasonable time for the purpose of making necessary repairs or fulfilling any obligation with respect to cleaning and maintenance for which Lessor is responsible.

8. Fixtures and Personal Property. Except as expressly provided in this Lease, any trade fixtures, equipment or personal property installed in or attached to the Demised Premises by or at the expense of Lessee and/or Tenant Agency, shall be and remain the property of Lessee and/or Tenant Agency, and Lessor agrees that Lessee and/or Tenant Agency shall have the right to remove any or all of its personal property, trade fixtures, and equipment. Equipment and other personal property which may have been stored or installed by or at the expense of Lessor shall be and remain the property of Lessor. Lessee/Tenant Agency agrees that it will, at its expense, repair any damage occasioned to the Demised Premises by reason of the installation and/or removal of its trade fixtures, equipment and other personal property.

9. Alterations. Lessee and Tenant Agency will not permit any alterations or additions to any part of the Demised Premises, except by written consent of Lessor, including prior written plan and construction approval by Lessor, provided that Lessor agrees that Lessee and Tenant Agency may make the following alterations and additions, subject to prior written plan and construction approval of Lessor. Lessee shall make the alteration in Paragraph 9.8.

9.1 Replacement of wooden lockers in Demised Premises with lockable metal lockers.

Addendum A to Interlocal Agreement

- 9.2 Enclosure of desk area in E/F Pod in the Demised Premises with a solid lower portion 48" with 30 min glass above to structure and lockable doors to provide Lessee's staff with a secure location.
- 9.3 Encasing of any television or mounting of televisions to wall to prevent access and vandalism.
- 9.4 Installation of 30 min glass, glazed to a height of six (6) feet, between multiuse common area and bedroom hallway.
- 9.5 Covering of electrical sockets in Demised Premises to prevent access by clients.
- 9.6 Mitigation of any ligature risk points.
- 9.7 Installation of additional video monitoring equipment in the Demised Premises as described in Paragraph 1.2.2.8 of this Lease, with termination points for the cameras at the desk area in E/F Pod in the Demised Premises.
- 9.8 Rekeying of locks within E/F pod of Demised Premises. Locks shall be rekeyed to be compatible with the facility master key. At the conclusion of the Lease, Lessee shall surrender to Lessor all keys for such rekeyed locks. Locks shall be either:
 - 9.8.1 Sargent Signature Series locks with an RB keyway; or
 - 9.8.2 Southern Steel model 10120AMD locks with a Mogul M keyway.

All alterations to the Demised Premises shall remain for the benefit of Lessor unless otherwise provided by Lessor in Lessor's prior written plan and construction approval. All alterations to the Demised Premises shall be made at the sole expense of Lessee or Tenant Agency, including maintenance, upkeep, and repair of the alterations during the Term of the Lease.

10. Return of Premises. Lessee/Tenant Agency, and its agents, employees, suppliers, shippers, contractors, Youth, or invitees shall not damage, or permit any damage to, any portion of the Premises. During the Term of the Lease, any damage to the Premises arising from a willful, intentional, or negligent act of Lessee's and/or Tenant Agency's agents, employees, suppliers, shippers, contractors, Youth or invitees, shall be charged and invoiced by Lessor to Lessee at the actual cost of Lessor's cost to perform such repair and maintenance, and shall be paid by Lessee to Lessor within ninety (90) days from the date of such invoice. At the conclusion of this Lease or any extension thereof, Lessee shall return the Demised Premises to Lessor in the same condition as it was received at origination of this Lease, normal wear and tear excepted. If at the conclusion of this Lease or any extension thereof, Lessor is of the opinion that Lessee/Tenant Agency is not leaving the Demised Premises in the same condition as it was received, normal wear and tear excepted, then such costs of restoration will be mutually agreed upon between the Parties. If the costs cannot be agreed upon, the costs will be determined by a panel of three (3) persons consisting of Lessee, Lessor and one (1) independent person selected by mutual written consent of the Parties.

11. Destruction of Premises.

- 11.1 If a portion of the Premises is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Premises unfit ("Event") such that Lessee/Tenant Agency is prevented from conducting its business on the Premises in a manner reasonably comparable to that conducted immediately before such Event, then Lessee may immediately terminate this Lease by delivering written notice to Lessor of its election to terminate within thirty (30) days after the Event, unless Lessee/Tenant Agency or one or more of their agents, employees, suppliers, shippers, contractors, Youth, or invitees caused the Event. The portion of any lease payment which is attributed to the period of

time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If Lessee does not so timely terminate this Lease, then Lessor shall repair the building or the Demised Premises, as the case may be, as provided below, and the lease payment for the portion of the Demised Premises rendered unusable for Lessee's or Tenant Agency's purposes by the damage or repair shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless Lessee/Tenant Agency or one or more of their agents, employees, suppliers, shippers, contractors, Youth, or invitees caused the Event, in which case Lessee/Tenant Agency shall continue to pay the lease payment without abatement.

- 11.2 Lessor shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by such Event. Unless Lessee/Tenant Agency or one or more of their agents, employees, suppliers, shippers, contractors, Youth, or invitees caused such damage, Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense, and the lease payments shall be suspended from the time of the Event until the Demised Premises have been put in substantially the same condition as they existed immediately before such Event. If Lessee/Tenant Agency or one or more of their agents, employees, suppliers, shippers, contractors, Youth, or invitees caused such damage, Lessee shall be responsible for all actual costs incurred by Lessor to repair the same in a timely manner, lease payments shall not be suspended, and such actual costs incurred by Lessor to repair the same in a timely manner shall be charged and invoiced by Lessor to Lessee, and shall be paid by Lessee to Lessor within ninety (90) days from the date of such invoice.
- 11.3 Lessee understands that Lessor will not carry insurance of any kind on Lessee's or Tenant Agency's property, to wit: Lessee's/Tenant Agency's goods, furniture or furnishings or any fixtures, equipment, improvements, installations or appurtenances removable by Lessee as provided in this Lease, and that the Lessor shall not be obligated to repair any damage thereto or to replace the same.

12. Repair and Maintenance. During the Term of this Lease, Lessor shall maintain the Demised Premises and Common Areas including, but not limited to, general landscaping, sidewalks, building entrances and parking areas, the roof, exterior walls, exterior doors, exterior windows and corridors of the building, the interior walls, windows and doors of the building and Demised Premises and any building equipment in good repair and tenantable condition. Lessor's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operative condition. In addition, it is the responsibility of Lessor to ensure that the electrical power to the Demised Premises is distributed in such a way to make it convenient to provide reasonably adequate outlets within the Demised Premises and Common Areas; this is in addition to reasonably adequate electrical power required for general lighting and heating, ventilating and air conditioning equipment. Lessor's obligations shall also include, but are not limited to, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters and air conditioning and ventilating equipment filters. All requests for repair and/or maintenance shall be made by Lessor to County/City Building Management by contacting County/City Building Management pursuant to Paragraph 5 of this Lease. Parties agree that certain potential repairs will require expedited processes to remedy, and Lessee agrees to treat contacts requesting such repairs as "emergency contacts" pursuant to Paragraph 5 of this Lease. Repairs requiring expedited processes are those related to immediate safety, security, and habitability of the Demised Premises and Common Areas.

Lessor agrees to have processes in place to address repairs that require expedited processes to remedy. Notwithstanding the foregoing, any repair and/or maintenance required pursuant to this Paragraph and arising from a willful, intentional, or negligent act of Lessee's and/or Tenant Agency's agents, employees, suppliers, shippers, contractors, Youth or invitees, shall be charged and invoiced by Lessor to Lessee at the actual cost of Lessor's cost to perform such repair and maintenance, and shall be paid by Lessee to Lessor within ninety (90) days from the date of such invoice.

13. Services and Utilities.

- 13.1 Utilities: All utility services for use by Lessee/Tenant Agency in the Demised Premises and associated building and associated fees shall be paid for by Lessor and be the responsibility of Lessor. Utilities include water, sewer, natural gas, heat, air conditioning, and electricity. In the event of any outage of utility services to the Demised Premises, Lessor shall use its best efforts to restore said utility services promptly. Utility services means water and electricity.
- 13.2 Janitorial Services/Supplies: Lessor shall be responsible for all janitorial services and/or supplies for the Demised Premises, except that Lessor shall not provide janitorial services and/or supplies for or within Youth bedrooms within the Demised Premises. Janitorial services shall be performed as provided in *Exhibit E*, attached hereto and incorporated herein by reference.
- 13.3 Parking stalls: Lessee/Tenant Agency and its employees, suppliers, shippers, contractors, and invitees may utilize at any single time twenty (20) parking stalls in the parking lot on the Premises.
- 13.4 Other: Lessor will provide trash removal, snow/ice removal from parking lots, building entrances, exits, surrounding sidewalks and driveways, lawn care, and interior and exterior pest control and services to correct any unsafe condition in a timely manner. All maintenance-related services including, but not limited to, electrical (including light tube/bulb/ballast replacement and installation), mechanical (including furnace filters installation and replacement and other routine maintenance services), plumbing (including clearing clogged toilets and drains within twenty-four (24) hours of notification), structural, roof, lawn services, pest control, etc., shall be provided by Lessor as part of the rental rate. Lessor is responsible for snow and ice removal of entrances/exits, sidewalks, driveways and parking areas as soon as practicable after cessation of snow, sleet, or icy weather. If conditions warrant, additional snow and ice removal may be needed during the business day based on conditions and the accumulation of snow, sleet, and ice.
- 13.5 Lessee/Tenant Agency agrees to arrange for and pay the monthly charges to provide telephone and/or computer networking services supplied to the Demised Premises for the use of Tenant Agency and Youth. It is the responsibility of Lessor to ensure adequate entrance facilities are provided by the local communications company for the services required. The Lessee/Tenant Agency is responsible for installing and paying the cost of any additional cabling or equipment desired by the Lessee/Tenant Agency. Lessee/Tenant Agency is responsible for providing and paying the cost of additional communication cabling, CaT 5e or another choice of Lessee/Tenant Agency, and any

Addendum A to Interlocal Agreement

related equipment. Lessor will provide Lessee a power outlet and 6u of rack cabinet space in the North Data Closet to accommodate Lessee's networking and network Uninterruptable Power Supply needs. A current copy of the labeling scheme shall be provided to both Lessee/Tenant Agency and Lessor by the installer upon request by either Party throughout the Term of this Lease.

- 13.6 Lessee/Tenant Agency agree to pay all costs and monthly charges to provide cable service to the Demised Premises, if any.
- 13.7 Lessee/Tenant Agency is responsible for providing its own office equipment, including but not limited to, photocopying and fax machines, telephones, computers, and networking equipment, and its own office supplies.
- 13.8 Elevator Service. Lessee/Tenant Agency is not granted elevator access pursuant to this Lease.
- 13.9 Water and Restrooms. Water for drinking, lavatory and toilet purposes and restroom facilities shall be provided by the Lessor. Youth shall utilize restroom facilities within the Demised Premises and may utilize the restroom facility within the Intake Area. Lessee's employees, suppliers, shippers, contractors, or invitees may utilize restroom facilities within the breakrooms in the Common Areas.
- 13.10 All inquiries regarding services and/or utilities shall be made by Lessor to County/City Building Management by contacting County/City Building Management pursuant to Paragraph 5 of this Lease.

14. Holding Over. In the event Lessee remains in possession of the Demised Premises after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either Party by providing thirty (30) days written notice of termination to the other Party, and otherwise on the terms and conditions herein specified. Rent payable during any holdover period shall be equal to the product of: (i) the monthly rent payable in the last month prior to the expiration of the Term or any extension thereof; and (ii) one hundred two percent (102%); unless another amount is mutually agreed upon in writing by Tenant Agency, Lessee and Lessor. In the event Lessee remains in possession of the Demised Premises after the expiration of the Term or any extension thereof for a period beyond twelve (12) calendar months from the date of expiration of the Term or any extension thereof, the Rent payable during the subsequent twelve (12) month period, or any portion thereof, shall be subject to an additional 2% increase in the Rent, with an additional 2% increase in the Rent occurring each twelve (12) calendar month period thereafter for each such twelve (12) calendar month period, or any portion thereof.

15. Compliance with Law.

- 15.1 Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Demised Premises, except any Lessee/Tenant Agency alterations or additions under Paragraph 9 of this Lease, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders

which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee and Tenant Agency shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting any alterations or additions to the Demise Premises by Lessee/Tenant Agency under Paragraph 9 of this Lease.

- 15.2 Lessor shall provide that the Demised Premises, except any Lessee/Tenant Agency alterations or additions under Paragraph 9 of this Lease, meets all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines.
- 15.3 Lessor and Lessee/Tenant Agency are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, 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.

16. Liabilities and Indemnification. To the extent permitted by law, the Lessee shall indemnify, defend and Hold Harmless the Lessor, its officials, officers, agents and employees from all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the use of the Demised Premises by the Lessee that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or any destruction of tangible or intangible property, including any loss of use therefrom, and that are caused by the intentional or negligent act or omission of the Lessee or anyone directly or indirectly employed by the Lessee or anyone for whose acts any of them may be liable. This Paragraph shall not require the Lessee to indemnify, or hold harmless, the Lessor for any losses, claims, damages and expenses arising out of or resulting from the intentional or negligent act or omissions of Lessor, its officials, officers, agents, or its employees.

Similarly, to the extent permitted by law, the Lessor shall indemnify, defend and Hold Harmless the Lessee, its officers, agents and employees from all claims, damages, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the use or maintenance of the Demised Premises or Building by the Lessor that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or any destruction of tangible or intangible property, including any loss of use therefrom, and that are caused by the intentional or negligent act or omission of the Lessor or anyone directly or indirectly employed by the Lessor or anyone for whose acts any of them may be liable. This Paragraph shall not require the Lessor to indemnify or hold harmless the Lessee for any losses, claims, damages and expenses arising out of or resulting from the intentional or negligent act or omissions of Lessee, or its agents, invitees or employees.

The Parties to this Lease recognize that the Lessee is a governmental entity, and the Parties agree the Lessee does not waive its governmental immunity by entering into this lease and retains all immunities and defenses provided by law. The Parties to this Lease recognize that the Lessor is a governmental entity, and the Parties agree the Lessor does not waive its governmental immunity by entering into this lease and retains all immunities and defenses provided by law.

17. Default.

- 17.1 In the event Lessee/Tenant Agency fails to pay any lease payment due herein or fails to keep and perform any of the other terms or conditions hereof, Lessor may serve written notice of default upon Lessee. Upon such receipt, Lessee/Tenant Agency shall have thirty (30) days to cure the default so noted in the notice of default. If, after said cure period the default has not been cured, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) declare the Lease terminated; (2) file a claim for the lease payment due under the Lease and/or for any damages sustained by Lessor; (3) continue the Lease in effect and relet the Demised Premises on such terms and conditions as Lessor may deem advisable with Lessee/Tenant Agency remaining liable for the monthly lease payment until the Demised Premises is relet.
- 17.2 No action by Lessor shall be construed as an election to terminate the Lease unless written notice of such intention is given to Lessee by certified mail, return receipt requested.
- 17.3 In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of Lessee's providing written to Lessor of the event giving rise to the requirement, or in the event of an emergency constituting an immediate hazard to the health or safety of Lessee's and/or Tenant Agency's employees, Youth, property, or invitees, Lessee/Tenant Agency may terminate the Lease.
- 17.4 In the event of an emergency constituting an immediate hazard to the health or safety of Lessor's employees, property, or invitees, or the juveniles committed to Lessor's custody, Lessor may terminate the Lease, unless Lessee/Tenant Agency or one or more of their agents, employees, suppliers, shippers, contractors, Youth, or invitees caused such emergency.

18. Compliance with Civil Rights Laws and Equal Opportunity Employment. In connection with the performance of its obligations under the terms of this Lease, Lessor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment. In connection with the performance of Lessor's obligations under the terms of this Lease, neither Lessor nor any subcontractors of Lessor shall discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to the employee or applicant hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.

In connection with the performance of its obligations under the terms of this Lease, Lessee/Tenant Agency shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment. In connection with the performance of Lessee's/Tenant Agency's obligations under the terms of this Lease, neither Lessee/Tenant Agency nor any of their subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to the employee or applicant hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.

19. Drug Free Workplace. Lessor certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Lessor agrees to provide a copy of its drug free workplace policy at any time upon request by Lessee. Lessee/Tenant Agency certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Lessee/Tenant Agency agrees to provide a copy of its drug free workplace policy at any time upon request by Lessor.

20. Insurance and Notice of Self-Insurance.

20.1 It is acknowledged that Lessee is self-insured for general liability and workers compensation and shall provide proof of coverage set forth on Exhibit C attached hereto and incorporated herein by reference.

20.2 Lessor shall maintain the insurance coverage set forth on Exhibit D which is attached hereto and incorporated by reference.

21. Hazardous Materials. Lessee and Tenant Agency will not store, use or dispose of any hazardous, toxic, corrosive, explosive, reactive, or radioactive matter or material in, on or about the Demised Premises or the building where the Demised Premises are located. Lessee will be solely responsible for and will to the extent permitted by law defend, indemnify and hold harmless Lessor, its agents and employees, from and against all claims, costs and liabilities, including professional fees and costs, arising out of or in connection with the Lessee's breach of its obligations in this Paragraph. Lessee will be solely responsible for all costs relating to any removal, clean-up and restoration necessary to return the Demised Premises and any other property of whatever nature located on the Premises Building to their condition existing prior to Lessee's or Tenant Agency's breach of its obligations under this Paragraph. Lessee's obligations under this Paragraph will survive the termination or expiration of this Lease.

22. Certain Insurance Risks. Lessee will not do or permit to be done any act or thing upon the Demised Premises or Building which would (a) jeopardize or be in conflict with fire insurance policies covering the Demised Premises or Building or (b) increase the cost or rate of fire insurance applicable to the Demised Premises or Building to an amount higher than it otherwise would be for general office use of the Demised Premises or Building, or (c) subject Lessor to any liability or responsibility for injury to any person or person or to property by reason of any business or operation being carried on upon the Demised Premises. Lessor will notify Lessee in writing of any act or behavior that the Lessor has knowledge that Lessee is creating or doing which increases the insurance risk.

23. Amendments and Binding Effect. This Lease may not be amended except by instrument in writing signed by Lessor and Lessee subsequent to the Effective Date. No provision of this Lease shall be deemed to have been waived by either Party unless such waiver is in writing signed by the applicable Party and no custom or practice which may evolve between the Parties in the administration in the terms hereof shall waive or diminish the right of either Party to insist on the performance of the other Party in strict accordance with the terms hereof.

24. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to

such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

25. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting Party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

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Addendum A to Interlocal Agreement

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year last below written.

LESSEE:



Jason Jackson, Director
Department of Administrative Services

10/24/19
Date



Amber Brannigan, Administrator
Administrative Services, State Building Division

10-24-19
Date

LESSOR:

Roma Amundson, Chair
Lancaster County Board of County Commissioners

Date

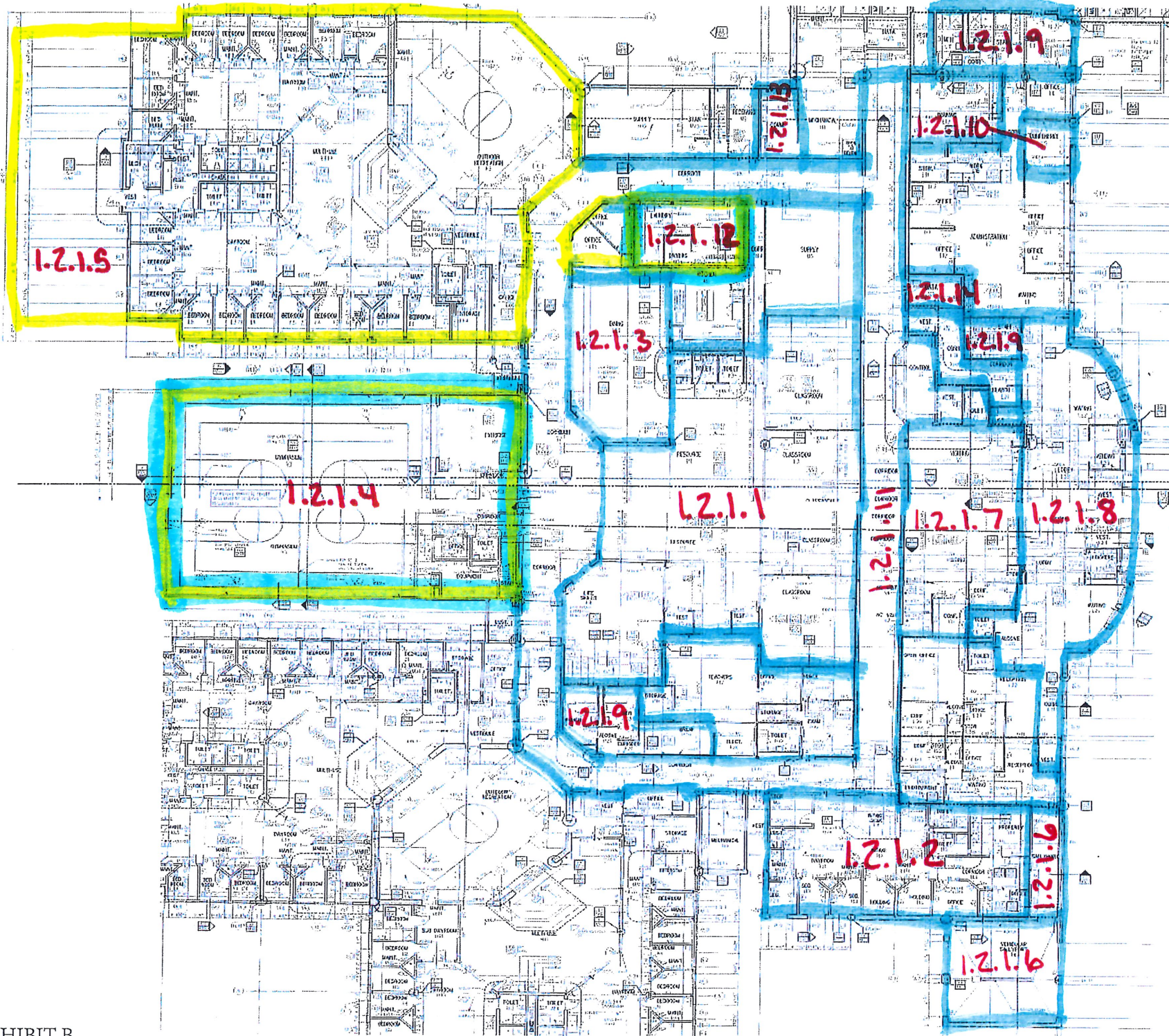


EXHIBIT B

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES



Pete Ricketts, Governor

TO: Sir or Madam

FROM: Allen D. Simpson, Risk Manager

RE: Fiscal Year 2019-2020 – Certificate of Self-Insurance
(July 1, 2019 – June 30, 2020)

Date: July 1, 2019

Under the provisions of Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008), the State of Nebraska purchases excess insurance for property, automobile, and crime, but is self-insured for a portion of any loss. Further, under Neb. Rev. Stat. § 81-8, 239.05, the State of Nebraska shall indemnify its officials and employees for money damages and reasonable costs incurred as a result of an act or omission occurring in the course and scope of employment of such official or employee. However, this shall not apply in case of malfeasance in office or willful or wanton neglect of duty. If there is a liability loss, a claim may be filed with the State Claims Board. The State retains all rights and immunities under the State Tort Claims Act, Neb. Rev. Stat. § 81-8,209 et seq. (Reissue 2008) and any other provisions of law.

Workers' Compensation is statutorily required in Nebraska and the State is 100% self-insured. Occupational diseases are fully covered by law.

Excess insurance coverage limits are as follows:

Property:	\$1,000,000.00 per occurrence
Auto:	\$5,000,000.00 per occurrence
Excess Property:	\$400,000,000.00 per occurrence
Crime:	\$1,000,000.00 per occurrence
Excess Crime:	\$10,000,000.00 per occurrence


Allen D. Simpson

Risk Manager for the State of Nebraska

Allen D Simpson, State Risk Manager

Department of Administrative Services | RISK MANAGEMENT

PO Box 94974
Lincoln, Nebraska 68509-4974

1526 K Street, Ste. 220
Lincoln, Nebraska 68508

OFFICE 402-471-2551
FAX 402-471-2800

das.nebraska.gov

EXHIBIT E

Tasks	Detail on Route	Frequency	Person Assigned
Dining Room		Daily	Seth
Rags cleaned		Twice a week	
Lobby	Trash, vacuum & entrance glass	Daily	
2 break rooms		Daily	
Office areas	Vacuum & trash	Daily	
Restrooms stocked & checked		Daily	
Restrooms Cleaned		Daily	
Shower Rooms Cleaned	One per day	Weekly	
Classrooms	Trash and Vacuum when in session	Daily	
Gym	Sweep	Daily	
Trash	Entire Building	Daily	
Glass thru building	lower areas are spot cleaned frequently	as have time	
Buffing/Shampooing		At request	
EMS Area		weekly	
Medical	Sweep, mop and trash	Daily	
Intake & Assessment	Sweep, mop and trash	Daily	
Visitation	Vacuum & trash	Daily	

EXHIBIT F

- (i) Moduform chairs





(ii) Norix chairs



U.S. PATENT PENDING
U.S. PATENT NO. 2,824,282
U.S. PATENT NO. 2,824,281



WEST CHICAGO, ILLINOIS USA