ATTACHMENT "A"

SERVICE AGREEMENT
BETWEEN
THE CITY OF LINCOLN, NEBRASKA AND
THE UNIVERSITY OF NEBRASKA-LINCOLN

I. INTRODUCTION

This agreement is between the City of Lincoln, Nebraska (City), on behalf of the Lincoln-Lancaster County Health Department (LLCHD), for licensing and hosting services for portal and City of Lincoln Online Food Handler training program and City of Lincoln Server/Seller Alcohol training program., and the Board of Regents of the University of Nebraska-Lincoln (UNL), with a place of business at Office of Online and Distance Education, Debra Meier, PhD, 1520 N 20th Circle, PO Box 888307, Lincoln, NE 68588-8307, and (402) 472-1183.

The parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, *Neb. Rev. Stat.* §13-801, et. seq., as amended, to enter into co-operative agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party shall remain separate entities with separate rights and authorities. Each party retains its own administrator and no separate board shall be created to fulfill the obligations of the Agreement.

II. SERVICES.

UNL and City enter this Agreement for UNL to provide:

1. Online portal and program delivery for the "fbstNebraska" site 24 hours per day, 7 days per week.
2. Routine portal and program maintenance.
3. Routine minor updates in portal functions.
4. Routine minor corrections to program content.
5. Server management.
6. Online Lincoln food handlers permit issuance for successful completion of online assessment.
7. Online Responsible Beverage Server/Seller Lincoln city permit issuance for successful completion of online assessment.
8. User management guidance and assistance.
9. Online customer training information (credential information) accessible by licensee and/or designated agencies.
10. Online customer profile information accessible by designated agencies.
11. Administration site functions.
12. Liaison with the Health Department and City of Lincoln.
13. Technical "Help Desk" support:
    - University of Nebraska – Lincoln Business Hours, 8 hours a day, 5 days a week, 8:30 a.m. – 4:30 p.m. Central Time, not available federal holidays and University of Nebraska – Lincoln closings (no toll free number),
    - 24/7 online connections to Help Desk via email from the program site (responses provided during business hours listed above), and

- Online browser and plug-in checks are provided as well as links to download free upgrades if necessary.

III. TERM.

The term of this Agreement shall be from January 1, 2015 and shall continue until completion of all the obligations of this Agreement, but in no event longer than December 31, 2016. Upon expiration of the term prior to completion, City shall pay the UNL for any services completed up to the date of expiration.

IV. COMPENSATION.

The City agrees to pay the Provider for the online training services as follows:

A. $20,000 due on or before June 1, 2015 for year one

B. $20,000 due on or before January 1, 2016 for year two

V. TERMINATION FOR BREACH

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies in writing the breaching party of the failure to perform and the breaching party fails to correct the breach within thirty (30) days of such notice. Upon termination, the City shall pay UNL for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VI. TERMINATION FOR CONVENIENCE.

Both parties (City and UNL) have the right to terminate this Agreement for any reason for its own convenience. If either Party terminates this Agreement for convenience, the terminating Party shall provide thirty (30) days written notice of the termination. Upon termination, the City shall pay UNL for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. In the event that UNL terminates this Agreement for convenience, UNL shall continue to provide the services described in Article II, Paragraphs 1, 5, 6, 7, 9, 10, 11 and 12 above for a period of six (6) months from the date of UNL's notice of termination, after which UNL shall no longer be obligated to provide any further services to the City hereunder. The City agrees to pay UNL for any approved and documented services completed during this six (6) month period. At the end of the six (6) month period, UNL will provide the City all credential, payment, and user profile data connected to the City of Lincoln Online Food Handler training program and City of Lincoln Server/Seller Alcohol training program.

VII. TERMINATION FOR LACK OF FUNDING.

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify UNL and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay UNL for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VIII. DUTIES GENERALLY.

UNL agrees 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.

IX. INDEPENDENT CONTRACTOR.

City is interested only in the results produced by this Agreement. UNL has sole and exclusive charge and control of the manner and means of performance. UNL shall perform as an independent contractor and it is expressly understood that neither UNL nor any of its staff are employees of City and, thus they are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

X. INSURANCE.

A. UNL shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting UNL, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by UNL and UNL's employees, or those directly or indirectly employed by UNL. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - $1,000,000 each Occurrence; $2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - $1,000,000 each Occurrence; $2,000,000 Aggregate; and
3. Personal Injury Damage - $1,000,000 each Occurrence; and
4. Contractual Liability - $1,000,000 each Occurrence; and
5. Fire Damage (any one fire) - $100,000.

B. The following shall be provided and attached to this Agreement by the UNL:

1. A Certificate of Insurance for its General Liability Insurance. UNL may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if UNL possessed General Liability Insurance.
2. Proof of Workers' Compensation Insurance, where appropriate.

C. UNL is required to provide the City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

XI. INDEMNIFICATION.

To the fullest extent permitted by law, UNL shall indemnify, defend and hold harmless the City, its 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 UNL, or anyone for whose acts any of them may be liable. This section will not require UNL to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive 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.

XII. AUDIT PROVISION

UNL 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.

XIII. FAIR EMPLOYMENT.

UNL 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.

XIV. FAIR LABOR STANDARDS.

UNL shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XV. COPYRIGHTS, ROYALTIES, & PATENTS

Without exception, UNL represents the consideration for this Agreement includes UNL's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, UNL shall pay all royalties, license fees, use fees, or other similar fees for any such intangible rights. UNL shall defend all suits or claims for infringement of any patent, copyright, trademark, or other intangible rights in any way related to this Agreement. This section survives any termination of this Agreement.

XVI. COPYRIGHT & WARRANTY

A. UNL warrants that all materials, processes, or other protected rights to be used in the services have been duly licensed or authorized by the appropriate parties for such use. This section survives any termination of this Agreement.
B. UNL agrees to furnish the City, upon demand, written documentation of such license or authorization. If unable to do so, UNL agrees that the City may withhold a reasonable amount from UNL's compensation herein to defray any associated costs to secure such license or authorization. UNL shall defend any infringement claim arising out of UNL's performance of this Agreement. This section survives any termination of this Agreement.

XVII. TRADE PRACTICES WARRANTY

UNL warrants to the City that the services to be performed under this Agreement shall be in accordance with accepted and established practices and procedures recognized as such in the applicable trade in general and that UNL's services shall conform to the requirements of this Agreement.

XVIII. E-VERIFY

In accordance with Neb. Rev. Stat. §4-108 through §4-114, UNL 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. UNL shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to requirements of state law and 8 U.S.C.A. §1324b. UNL shall require any subcontractor to comply with the provisions of this section.

XIX. 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.

XX. 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.

XXI. 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.

The undersigned persons representing UNL do herby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind UNL to this Agreement.

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

UNIVERSITY OF NEBRASKA-LINCOLN

Marie Barber
Executive Director
Office of Online and Distance Education
University of Nebraska-Lincoln
1520 N 20th Circle
Lincoln, NE 68588-8307
4 / 8 / 2015
Date of Execution

Christine A. Jackson
Vice Chancellor for Business & Finance
For the Board of Regents of the University of Nebraska
307 Canfield Administration Building
University of Nebraska-Lincoln
Lincoln, NE 68588-0425
4 / 9 / 15
Date of Execution

CITY OF LINCOLN, NEBRASKA
On behalf of the Lincoln-Lancaster
County Health Department

Chris Beutler
Mayor of the City of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

Date of Execution

ATTEST:

City Clerk

CERTIFICATE OF INSURANCE

DATE 4/10/2015

PRODUCER
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
3835 HOLDREGE
LINCOLN NE 68583

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURERS AFFORDING COVERAGE

INSURER A: Self Insured Trust Agreement	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
3835 HOLDREGE
LINCOLN NE 68583

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	SELF INSURED TRUST	7/1/2014	7/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $3,000,000
A		**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS NON - OWNED AUTOS	Self Insured Trust	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea Occurrence) BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident)	$1,000,000
		GARAGE LIABILITY ANY AUTO				Auto Only - Ea Accident Other than Auto Only: EA ACC AGG	
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E. L. EACH ACCIDENT E. L. DISEASE-EA EMPLOYEE E. L. DISEASE-POLICY LIMIT	X
A		**OTHER** Professional Liability	Self-Insured Trust			$1,000,000 each occurrence $3,000,000 general aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

University of Nebraska Agreement with City of Lincoln

CERTIFICATE HOLDER

City of Lincoln
555 South 10th Street
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:
David E. Lechner

David Lechner