

**SERVICE AGREEMENT
BETWEEN
CITY OF LINCOLN
AND 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, for practicum or shadowing experiences for students in Methods of Working with Infants in Programs and Communities, for students enrolled in the Dietetic Internship Program, and for students enrolled in Early Childhood Special Education programs and University of Nebraska-Lincoln (Program Provider), with a place of business at 233 Mabel Lee Hall, University of Nebraska-Lincoln and (402) 472-2913.

II. SERVICES.

The Program Provider and City enter this Agreement for the Program Provider to:

1. Utilize the facilities of the City for student observation and experience for students.
2. Require students to receive adequate orientation on the City policies and to adhere to the City's rules, regulations, policies, and procedures.
3. Require students to dress professionally as outlined in the Lincoln-Lancaster County Health Department Dress and Grooming Guidelines.
4. Require students to provide own transportation.
5. Understand that shadowing/observation experiences will not interfere with the primary mission of the City.
6. Maintain responsibility for the academic aspects of the learning experience of its students in all areas of curriculum.
7. Provide names and number of students, and the dates of their assignments one (1) month prior to the beginning of the program.
8. The educational experiences will operate on a schedule to coincide with the University's academic calendar.
9. Assume responsibility for the health and welfare of its students.
10. Require the students to adhere to City's policies and procedures while on City premises and when representing the City.
11. Assure the students can provide their own transportation for presentations as part of their educational experience and home or community visits, as applicable.

The Program Provider and City enter into this Agreement for the City to:

1. Provide experience and observation of programs serving infants and toddlers, including but not limited to the MCH program, EDN program, WIC program, Health Promotion and Outreach programs for students enrolled in approved programs.

2. Provide an orientation program on City policies, procedures, and documentation requirements.
3. Provide reasonable use of facilities to achieve the objectives of the educational experience.
4. Provide on-site supervision by a Registered Dietitian and other qualified professionals as appropriate for the student experience.
5. Plan and prepare the schedule of the educational experience for the Dietetic Internship Program students. All other educational experiences will be mutually determined.

In addition, the Program Provider and City mutually agree as follows:

1. No student or faculty of the Program Provider shall be considered an employee of the City of reason of their participation in shadowing experiences.
2. The details of this program will be determined through mutual planning and agreement between the Program Provider and City.

III. TERM.

The term of this Agreement shall be from July 1, 2010 and shall continue until completion of all the obligations of this Agreement, but in no event longer than June 30, 2012. Upon expiration of the term prior to completion, City shall pay the Program Provider for any services completed up to the date of expiration.

IV. COMPENSATION.

The Program Provider recognizes the non-monetary benefit the practicum and shadowing experience will provide to the student. The Program Provider will not receive any compensation for any work performed which relates to the practicum or shadowing experience.

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 the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice.

VI. TERMINATION FOR CONVENIENCE.

Either party has the right to terminate this Agreement for any reason for its own convenience. If either party terminates this Agreement for convenience, a thirty (30) day written notice of the termination shall be provided to the other party.

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 the Program Provider and this Agreement shall terminate without penalty or expense to City.

VIII. DUTIES GENERALLY.

The Program Provider 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. The Program Provider has sole and exclusive charge and control of the manner and means of performance. The Program Provider shall perform as an independent contractor and it is expressly understood that neither the Program Provider 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. Program Provider shall maintain self insurance at its own expense during the life of this Agreement. 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.

- B. The following shall be provided and attached to this Agreement by the Program Provider:
1. A Certificate of Insurance for its General Liability Insurance or the Program Provider may present evidence of equivalent self insurance in place of a certificate of insurance for General Liability Insurance.
 2. Proof of Workers' Compensation Insurance, where appropriate.
- C. Program Provider 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. If Program Provider obtains General Liability Insurance during the term of this Agreement, it shall add the City as an additional insured and provide a copy of the Certificate of Insurance naming the City as an additional insured.

XI. INDEMNIFICATION.

To the fullest extent permitted by law, both parties shall mutually indemnify, defend and 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 each party, or anyone for whose acts any of them may be liable. This section will not require either party to indemnify or hold harmless the other party for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City or Program Provider. Neither party 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.

XII. AUDIT PROVISION.

The Program Provider 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.

The Program Provider 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.

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. ELIGIBILITY TO WORK

City and Program Provider and their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to *Neb.Rev.Stat.* §4-108 to §4-114 as amended.

XIX. CAPACITY.

The undersigned person representing the Program Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Program Provider to this Agreement.

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

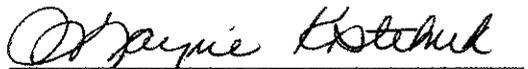


Christine A. Jackson
Vice Chancellor for Business & Finance
302 Canfield Administration Building
University Of Nebraska-Lincoln
Lincoln, NE 68588-0425

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

5/21/2010
Date of Signature

Date of Execution/Filed with City Clerk



Marjorie Kostelnik
Dean, College of Education and Human
Sciences
233 Mabel Lee Hall
University of Nebraska-Lincoln
Lincoln, NE 68588

5-24-2010
Date of Signature

May 25, 2010

DEPARTMENT OF HUMAN RESOURCES
Benefits & Risk Management Section

City of Lincoln
555 So. 10th Street
Lincoln, NE 68508

Re: University of Nebraska agreement with the City of Lincoln for the Methods of Working with Infants in Programs and Communities for University of Nebraska students

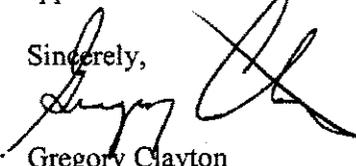
Dear Sir or Madam:

Please be advised that for purposes of providing coverage for general liability exposures resulting from negligent acts, errors or omissions of the University of Nebraska its officers, agents, employees, and students in training, the University of Nebraska does purchase excess insurance coverage under a policy of insurance but is "self-insured" for a portion of any loss as authorized by Neb. Rev. Stat. 85-1,126. After a self-insured retention of \$1,000,000 per occurrence, the University of Nebraska has excess general liability insurance policy with a limit of \$10,000,000 per occurrence with a \$10,000,000 annual aggregate. The University also has a second excess general liability insurance policy providing coverage for losses above \$10,000,000 in the amount of \$10,000,000 per occurrence with a \$10,000,000 annual aggregate.

The University of Nebraska maintains specific funds in its General Risk-Loss Trust, as authorized by Neb. Rev. Stat. 85-1,126, to pay losses and expenses incurred by the University resulting from negligent acts, errors or omissions of the University, its officers, agents, employees, and students in training up to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Even though the University of Nebraska is responsible for a large self-insured retention, it nevertheless recognizes and reaffirms its responsibility to accept liability for damages, and to pay such damages from its General Risk-Loss Trust, in those instances where insurance would otherwise have provided coverage, and where a claim is properly filed in accordance with the requirements of the Nebraska State Tort Claims Act or other applicable law. This includes the State of California, its officers, agents and employees.

Sincerely,



Gregory Clayton

Director Risk Management and Benefits