

**AGREEMENT BETWEEN
THE CITY OF LINCOLN, NEBRASKA
AND
CORNHUSKER PLACE OF LINCOLN-LANCASTER COUNTY, INC.**

THIS AGREEMENT is entered into this _____ day of _____, 2003, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City" and Cornhusker Place of Lincoln-Lancaster County, Inc., a Nebraska non-profit corporation, hereinafter referred to as "Contractor."

WHEREAS, the City proposes to engage Contractor in accordance with the terms and conditions set forth herein to provide civil protective custody service; and

WHEREAS, Contractor possesses certain skills, experience, facilities, and competency to perform these services, and the City desires to engage Contractor in a multi-year contract for such special services on the terms herein provided:

NOW, THEREFORE, IN CONSIDERATION of the mutual obligations of the parties hereto, the parties do agree as follows:

I.

EMPLOYMENT OF CONTRACTOR

The City hereby agrees to engage Contractor, and Contractor agrees to provide civil protective custody services.

II.

SCOPE OF SERVICES

Contractor agrees to undertake, perform, and complete in an expeditious, satisfactory, and professional manner care related to keeping the safe custody of clients with alcohol and drug problems as well as all of the services related thereto. Further, such services will be performed in conformance with state statutes and the rules and regulations of the State Department of Health and Human Services, including but not limited to Neb. Rev. Stat. § 53-1,121, as such statutes and rules and regulations may from time to time be amended.

III.

TERM OF AGREEMENT

The term of this Agreement shall be for a period of three years commencing on July 1, 2003 and expiring on June 30, 2006.

IV.

COMPENSATION

The City agrees to pay Contractor on a "unit of service" basis. A "unit of service" as defined in this Contract is an admission into civil protective custody unrelated to the length of stay. The present compensation for each admission is Thirty-two and 61/100ths Dollars (\$32.61) per admission up to Four Thousand Six Hundred (4,600) admissions. Any admission over 4,600 will be reimbursed at Five Dollars (\$5.00) per admission.

Both parties understand and assume in entering into this Agreement that the long-term care funding or staffing could change to the betterment or detriment of either party. With this understanding, the parties hereby agree that the range of compensation per admission shall be a minimum of Thirty Dollars (\$30.00) and a maximum of Forty-two and 21/100ths Dollars

(\$42.21) with any admissions over 4,600 to be reimbursed at Five Dollars (\$5.00) per admission. The present \$32.61 admission charge will continue until the occurrence of changes in long-term care funding or staffing, at which time the parties agree to renegotiate an admission fee.

To assist in the cash flow of Contractor, the City will pay Seventy-five Thousand Dollars (\$75,000.00) on or before August 1, 2003, August 1, 2004, and August 1, 2005 as prepayment of six months' admissions. The City will further pay \$75,000.00 on or before January 1, 2004, January 1, 2005, and January 1, 2006 as prepayment of six months' admissions, and the Contractor will submit a report of civil protective custody admissions by January 15, 2004; July 15, 2004; January 15, 2005; July 15, 2005; January 15, 2006; and July 15, 2006.

Should the billings of Contractor not reach the pre-paid \$75,000.00 figure, the City may either choose to have the money refunded to it or treat the payments as an advance on future services.

V.

EXPANSION OF FACILITIES

The increase in civil protective custody admissions necessitates an increase in the number of beds from 13 to 26 beds. To facilitate this expansion, the City will in addition to the other moneys to be paid under this Agreement, pay the Contractor a one-time payment of Thirty Thousand Dollars (\$30,000.00) on August 1, 2003. The additional beds shall be installed and available no later than January 1, 2005. Contractor agrees that the City's interest in assisting in the expansion of the facility is to have beds available when needed by the City for civil protective custody purposes. Accordingly, Contractor agrees that when space is available,

Contractor will not deny civil protective custody services to the City unless the client's needs exceed the capabilities of the Contractor

VI.

CITY SURPLUS

The Contractor may be allowed to obtain City surplus equipment as it may from time to time become available on such terms and conditions as specified by the City.

VII.

SERVICES TO BE CONFIDENTIAL

All services, including reports, opinions, and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City. The City acknowledges that Contractor is required to provide information to the State and Region V.

VIII.

TERMINATION OF AGREEMENT FOR CAUSE

The City may terminate this Agreement upon giving written notice to the Contractor of such termination because any of the following:

- A. Failure to perform the required services in a satisfactory and timely manner.
- B. Breach of any of the terms and conditions of this Agreement.
- C. Inability to renegotiate the admission fee as provided in Article IV.

In the event of termination as provided herein, Contractor shall be paid for all services satisfactorily performed up to the date of termination. Contractor shall promptly repay to the City any remaining portion of the pre-payment moneys.

IX.

EQUAL EMPLOYMENT

Contractor agrees in connection with the performance of this Contract that Contractor shall fully comply with the requirements of Title 11 of the Lincoln Municipal Code, and Nebraska Revised Statutes Section 48-1122, and shall not discriminate against any employee, or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Contractor shall fully comply with all provisions of applicable federal, state, and local law and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

X.

ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Contractor from City under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

XI.

INTEREST OF CONTRACTOR

Contractor covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by it under this Agreement. The City understands that Contractor currently provides other programs and services in the operation of its business. The City also understands that Contractor has or may have a contract(s) with Region V for beds and/or services.

XII.

INSURANCE

Contractor agrees to maintain such insurance as will fully protect both Contractor and City from any and all claims under any workers' compensation act or employer's liability laws, and from any and all other claims of whatsoever kind or nature for damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from the work performed under this Agreement, either by Contractor or by anyone directly or indirectly engaged or employed by it. In particular, Contractor shall maintain general liability insurance during the life of this contract, naming and protecting the City of Lincoln, its officials, employees and volunteers as insureds, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any

subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- a. General Liability insurance in the amount of one million dollars per occurrence and a one million dollar umbrella policy, with the City named as an additional insured;
- b. Professional Liability insurance in the amount of one million dollars aggregate and a one million dollar umbrella policy, with the City named as an additional insured; and
- c. Workmen's Compensation insurance in an amount consistent with the statutes of the State of Nebraska.
- d. All certificates of insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage. Such certificates shall specifically show the City of Lincoln as an additional insured, and shall state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days' notice of cancellation, non-renewal, or any material reduction of insurance coverage.

XIII.

HOLD HARMLESS

Contractor shall exonerate, indemnify, and hold harmless City from and against, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to Contractor or any such employees of Contractor as may be engaged in the performance of this Agreement. The City and its agents and employees shall not be, nor be held liable for any liabilities, penalties, or forfeitures or for any damages to goods, properties, or

effects of Contractor, or of any other persons whatsoever, nor for personal injury to or death of them caused by or resulting from any negligent act or omission of Contractor; provided, however, that the provisions of this paragraph shall not relieve the City of its liability for damages to Contractor caused by City's negligent acts or omissions. Contractor further agrees to indemnify and hold harmless City and City's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by City on account of any claim therefor.

Contractor and its agents and employees shall not be, nor be held liable for any liabilities, penalties, or forfeitures or for any damages to goods or properties of any persons whatsoever, nor for personal injury to or death of them caused by or resulting from any negligent act or omission of City, its agents or employees; provided, however, that the provisions of this paragraph shall not relieve the Contractor of its liability for damages to City caused by Contractor's negligent acts or omissions. City further agrees to indemnify and hold harmless Contractor and Contractor's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by Contractor on account of any claim therefor.

XIV.

NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

City of Lincoln, Nebraska
Finance Department
Attn: Steve Hubka
555 South 10th Street
Lincoln, NE 68508

Cornhusker Place, Inc.
Director
721 "K" Street
Lincoln, NE 68508

XV.

INDEPENDENT CONTRACTOR

It is agreed that City is interested only in the results obtained and that the Contractor shall perform as an independent contractor. Contractor is, for all purposes arising out of this Agreement, an independent contractor, and it shall not be deemed an employee of the City. It is expressly understood and agreed that Contractor shall in no event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workmen's compensation benefits, and injury leave or other leave benefits.

XVI.

This Agreement shall be construed and interpreted according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first written above.

ATTEST:

**CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation**

City Clerk

Coleen J. Seng, Mayor

WITNESS: *Bridget Blaw*

**CORNHUSKER PLACE, INC.,
A Nebraska Non-profit Corporation**

Jan Paul

Title *Executive Director*

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JW
CORNH-5

DATE (MM/DD/YY)
08/06/03

PRODUCER
Forsyth Insurance Agency Inc.
P. O. Box 30557
Lincoln NE 68503
Phone: 402-483-7861 Fax: 402-483-4760

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Cornhusker Place of Lincoln
721 K Street
Lincoln NE 68508

INSURER A: Westport Insurance Corp.
INSURER B: The Travelers
INSURER C: U S Specialty
INSURER D:
INSURER E:

COVERAGES

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TC32594920	07/01/03	07/01/04	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	TC32594020	07/01/03	07/01/04	GENERAL AGGREGATE \$ 3,000,000
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY	TC32594920	07/01/03	07/01/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	TCU32594920	07/01/03	07/01/04	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	6KUB-7741A64-2-03	07/01/03	07/01/04	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS: DTH- ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER DIRECTORS/OFFICERS	PENDING	07/01/03	07/01/04	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
City of Lincoln is listed as an additional insured in regards to the General Liability, Professional Liability and Umbrella coverages.

CERTIFICATE HOLDER N ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION

CITYLIN
City of Lincoln
Building and Safety Department
555 South 10th Street
Lincoln NE 68508-2803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Stephen A. Mason