

## AGREEMENT FOR EMERGENCY TEMPORARY HOUSING

This agreement is made this \_\_\_ day of August, 2020, by and between Lancaster County ("County"), and Commercial Investment Properties Co., d/b/a/ Staybridge Suites – Lincoln, I-80 ("Staybridge").

WHEREAS, the County is experiencing an outbreak of the COVID-19 virus ("COVID-19") that threatens the health, safety, and welfare of its citizens; and

WHEREAS, the Governor of the State of Nebraska declared a state of emergency on March 13, 2020, and the Lancaster County Board of County Commissioners declared a local emergency on March 17, 2020, pursuant to Emergency Declaration D-20-0001, to implement policies and strategies to combat COVID-19; and

WHEREAS, County employees who become symptomatic or have contracted COVID-19 may not be able to go home due to the risk of spreading COVID-19 to people who have a higher risk of more severe complications from COVID-19 if infected; and

WHEREAS, Staybridge owns and operates, through Staybridge located in Lincoln, Nebraska; and

WHEREAS, Staybridge is willing to provide rooms for individuals employed by the County when such individual is symptomatic of or has contracted COVID-19 and the individual has family or loved ones at home who are at a higher risk of illness or death from COVID-19; and

WHEREAS, placement of such individuals who become symptomatic or have contracted COVID-19 in quarantined or isolated conditions when the individual has family or loved ones at home who are at higher risk for illness or death is in the best interests of the County for purposes of the declared local emergency,

NOW, THEREFORE, the parties hereto agree to the following:

1. Placement of Employees. Staybridge hereby agrees to provide up to ten (10) rooms, combined for both the City and Lancaster County, at the Staybridge at 2701 Fletcher Ave, Lincoln, Nebraska for placement of individuals employed by the County who become symptomatic or have contracted COVID-19 ("Placed Individuals").
2. Room Rate. Staybridge agrees to rent the rooms described herein to the County at the rate of Sixty Five Dollars (\$65.00) per day. Said rate includes complimentary comfort and convenience amenities. Other amenities (e.g. long distance calls or pay per view movies), incidentals, and any other charges are not included in said rate, and the County shall not be charged for any other amenities, incidentals, or any other charges not included in said rate. Staybridge and the individual placed in the room shall make a separate arrangement between the Placed Individual and Staybridge to pay for such other amenities, incidentals, and any other charges.

Costs are not to exceed Nineteen Thousand Five Hundred Dollars (\$19,500) for the initial thirty (30) day period without express prior consent of the Lancaster County Board of Commissioners. Costs are not to exceed Nineteen Thousand Five Hundred Dollars (\$19,500) for any thirty (30) day renewal period without express prior consent of the Lancaster County Board of Commissioners.

3. Term. This Agreement shall run for a period of thirty (30) days from the date of execution and may be extended by mutual consent of each party herein for two (2) additional thirty (30) day terms.
4. Guest Restrictions. Placed Individuals shall not be permitted to (i) enter or remain in any place in the hotel other than their assigned room; or (ii) use the elevators without consent from Staybridge.
5. Room Cleaning. Staybridge shall not be required to clean rooms daily. Clean towels, linens, and other amenities shall be placed outside the door of any room occupied by Placed Individuals. Placed Individuals shall place linens and towels to be washed in a plastic bag or other container to be supplied by Staybridge and left outside the door for pick up.
6. Payment. The County will make payment to Staybridge within ten (10) days of receipt of an invoice detailing the County employee utilizing the room, the check in and check out date of the County employee, and the costs incurred by the County per room at the rate provided in Paragraph 2 per room. Invoices shall be submitted to Jeff Chambers at [jchambers@lincoln.ne.gov](mailto:jchambers@lincoln.ne.gov) no more frequently than once a week.

The County shall review the invoice and any supporting documentation, and if the invoice and supporting documentation properly reflect the performance of duties under this Agreement, County shall approve the invoice for payment within ten (10) days of receipt of the invoice. Objections to any items in the invoice shall be made in writing by the County to Staybridge within ten (10) days of receipt of the invoice. Any items not objected to as described herein shall be deemed approved. Payment for any approved items in an invoice shall be made within ten (10) days of approval.

7. Termination by the County.
  - a. The County may terminate this Agreement upon five (5) days' written notice to Staybridge for any one or more of the following reasons:
    - i. Breach or default of any of the terms of this Agreement by Staybridge;
    - ii. Any reason or no reason, at the convenience of the County;
  - b. The County may terminate this Agreement immediately in whole or in part when funding is not lawfully available for expenditure. The County also may terminate this Agreement when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of County. In the event of unavailability of funds to pay any amounts due under this Agreement, County shall immediately notify Staybridge in writing and this Agreement shall terminate immediately without penalty or expense to County.

In the event of termination for any reason, Staybridge shall be paid for services rendered herein through the date of termination pursuant to Paragraph 8 of this Agreement.

8. Termination by Staybridge. Staybridge may terminate this Agreement upon five (5) days' written notice to the County for any one or more of the following reasons:
  - a. Breach or default of this Agreement by the County;
  - b. Any reason or no reason, at the convenience of Staybridge; or
  - c. If ordered to remove the residents by the Lincoln-Lancaster County Health Department or the Nebraska Department of Health and Human Services.

9. Representatives. Except as otherwise provided herein, this Agreement shall be administered by a representative from Staybridge and a representative from the County (the "Representative(s)"). The County hereby designates Lancaster County Chief Deputy Sheriff Todd Duncan, or his designee, as its Representative under this Agreement. Staybridge hereby designates Melanie Thompson, or her designee, as its Representative under this Agreement. The Representatives shall be directly responsible for making decisions and for administering and managing their respective party's duties and obligations hereunder. The Representatives shall mutually administer this Agreement and agree on the practices, procedures and parameters of utilization as provided herein. The Representatives may be changed from time to time by any Party appointing a successor Representative upon no less than five (5) days advance written notice to the other Party.
10. Independent Contractor. The parties mutually acknowledge that this Agreement shall not create any employment relationship. Staybridge shall be an independent contractor, and its principals and employees shall not be considered employees of the County for any purpose. The compensation provided herein shall represent the total consideration to be paid by the County for the services to be provided, and the County shall not be responsible for payment or provision of insurance, fringe benefits, withholding, or any other expenses not specifically provided for herein.
11. Scope of Employment. This Agreement is not intended to, and expressly does not, establish whether a Placed Individual is or was acting within the scope and/or course of employment with the County while staying at the Staybridge pursuant to this Agreement.
12. Compliance with Applicable Law. Staybridge shall comply with all Federal, State, and local laws, rules, and regulations applicable to the services rendered pursuant to this Agreement, including applying for and obtaining all necessary permits, certifications, licenses, and approvals required by law.
13. Fair Employment. Staybridge 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, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Neb. Rev. Stat. § 48-1122, as amended, or such similar federal law as may be applicable.
14. Insurance; Coverage. Staybridge agrees that it shall maintain, at its own cost throughout the duration of this Agreement, a policy or policies of insurance or self-insurance, sufficient in coverage to provide the following minimum acceptable limits of liability as follows:
  - a. Commercial General Liability- Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury.
  - b. Workers' Compensation Insurance- workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.

Self-insurance and/or umbrella insurance may be used as insurance coverage provided that the self-insurance and/or umbrella insurance contains terms no more restrictive than the applicable underlying insurance.

Staybridge shall provide the County with thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the County.

15. Integration, Amendment, and Assignment. This Agreement represents the entire agreement between the parties. 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, and any assignment without the prior written consent of the other party shall be absolutely void.
16. E-Verify. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Staybridge agrees to or have a contractor 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. Staybridge shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Staybridge shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).
17. Records Retention. Unless County specifies in writing a different period of time, Staybridge agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

Executed by Staybridge this 31<sup>st</sup> day of August, 2020.

Commercial Investment Properties Co., d/b/a/  
Staybridge Suites – Lincoln, I-80

By:

  
Sara Jeffery, Sales Manager

Executed by the County this \_\_\_\_ day of \_\_\_\_\_, 2020.

LANCASTER COUNTY BOARD OF  
COMMISSIONERS, LANCASTER  
COUNTY, NEBRASKA

APPROVED as to form  
this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sean Flowerday, Chair

\_\_\_\_\_  
Deputy County Attorney  
for PAT CONDON  
Lancaster County Attorney