VII
C-1

AGENDA ITEM
REQUEST/JUSTIFICATION FORM
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
DEADLINE SUBMITTAL IS 4:00 P.M. WEDNESDAY

Agenda item: Child and Youth Services

Date to be on agenda: August 9th

Exact wording to be used for the agenda: Resolution approving extension of lease agreement with UNO for Operation Youth Success Office Space.

Action requested: Approval

Amount requested: $12,930 Object Code: _____

Is item in current year's budget? Yes x No _____

Does this item commit funds in future years? Yes _____ No x

If yes, explain: _____

If an agreement or contract, has the County Attorney reviewed and approved? Yes x No ____

Previous action taken on this item, if any: _____

Recommendations and rationale or action:

Will anyone speak on behalf of this item, if so who? _____

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.:) Janee Pannkuk, OYS Director Ext. _____
Date submitted: August 1, 2016
List Attachments: Resolution and Agreement
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified Copies of the resolution should be sent to (please include name and addresses of all individuals or departments that need a certified copy):

Completed by receiving office
Received in Administrative Office: Date 8/1/16 Time

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRAKA

WHEREAS, Douglas County leases space at the Community Engagement Center at the University of Nebraska at Omaha for use by Operation Youth Success; and,

WHEREAS, that lease expired July 1, 2016; and,

WHEREAS, Douglas County and UNO desire to renew the Agreement for a one-year period.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, that the attached "Addendum to UNO Community Engagement Center Facility Agreement", to be effective retroactively to July 1, 2016, is hereby approved and adopted and the Chair of this Board is authorized and directed to execute this Recertification on behalf of Douglas County.

DATED this 9th day of August, 2016.

ADDENDUM TO UNO COMMUNITY ENGAGEMENT CENTER FACILITY AGREEMENT

THIS AMENDMENT ("Amendment") to the UNO Community Engagement Center Facility Agreement is dated as of **July 1, 2016** ("Amendment Effective Date"), and is entered into by the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska at Omaha, Community Engagement Center, ("University") and **Douglas County** ("Community Partner")

WHEREAS, University and Community Partner are parties to that certain UNO Community Engagement Center Facility Agreement, dated as of **July 1, 2016** (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement pursuant to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the University and Community Partner hereby agree to amend the Agreement as follows:

Section 1: Facility University will **provide one private office, 1 semi-private office, 1 workspace, two Lot Q CEC Garage parking stalls, and one West Garage Parking Pass** for the Community Partner's use in the Community Engagement Center (CEC) located at 6001 University Drive North, Omaha, NE 68182 at an annual rate of **$12,930.00** prorated from the effective date of **July 1, 2016** (See Attachment D, Delineation of Rental Costs, for a breakdown of these charges and Attachment E Map of Rented Space). The following services and amenities are included in the rent: internet connectivity; IT support and training; use of meeting rooms with IT and videoconferencing capability; utilities; storage space; security; visitor parking; postal address and mail handling; access control system; custodial services; use of Criss Library, use of UNO Health, Physical Education and Recreation facilities, UNO Child Care Center (as available); and other UNO activities at employee rates.

University shall have the right, for safety, security, or maintenance reasons, to enter upon the Community Partner's office(s), provided University shall not thereby unreasonably interfere with Community Partner's business.

Alterations to space: No changes or additions to furniture layout may be made without the express permission of the CEC Director or his/her designee. No pictures, bulletin boards, etc. may be hung on any walls without assistance from CEC staff.

The Community Partner may not sublet nor otherwise allow outside organizations to utilize its space without the express permission of the CEC Director. Furthermore, the Community Partner cannot reserve meeting space in the CEC

on the behalf of outside organizations. Outside organizations must reserve their own meeting space through the CEC reservation office, observing all CEC protocols and priorities.

Section 3: Term and Termination This Agreement will become effective beginning on **July 1, 2016** and will terminate on **June 30, 2017**. This Agreement can be renewed for up to one additional year by written amendments to this Agreement including renegotiation of the leased space provided and the annual rate per square foot.

Either party may terminate this Agreement at any time with or without cause, as defined below.

A. Without Cause Performance under the Agreement may be terminated for any reason by either party upon sixty (60) days written notice.

B. For Cause In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of the Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law are in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of receipt of such notice.

Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination of this Agreement. Upon termination, Gross Rent will be computed through the effective date and due prior departure.

All other terms and conditions of the Agreement shall remain in full force and effect, except as expressly amended herein. In the event of a conflict between any provision of the Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Amendment as of the Amendment Effective Date:

For: The Board of Regents of the University of Nebraska, d/b/a The University of Nebraska at Omaha:

Carol A Kirchner

Carol A. Kirchner
Associate Vice Chancellor
Business and Finance

7.21.16
Date

For: Community Partner

Name

Date

Recommended By:

Sara Woods E.C.

Sara Woods
Executive Associate to the Senior Vice Chancellor for Community Engagement

07 / 19 / 2016
Date

Attachment D
Delineation of Annual Rental Costs
Douglas County, Nebraska

Leased Offices

1 Suite (@ $12,600.00/each)

1 Private Office
1 Large Semi-Private
1 Small Semi-Private

Total: $12,600.00

Parking

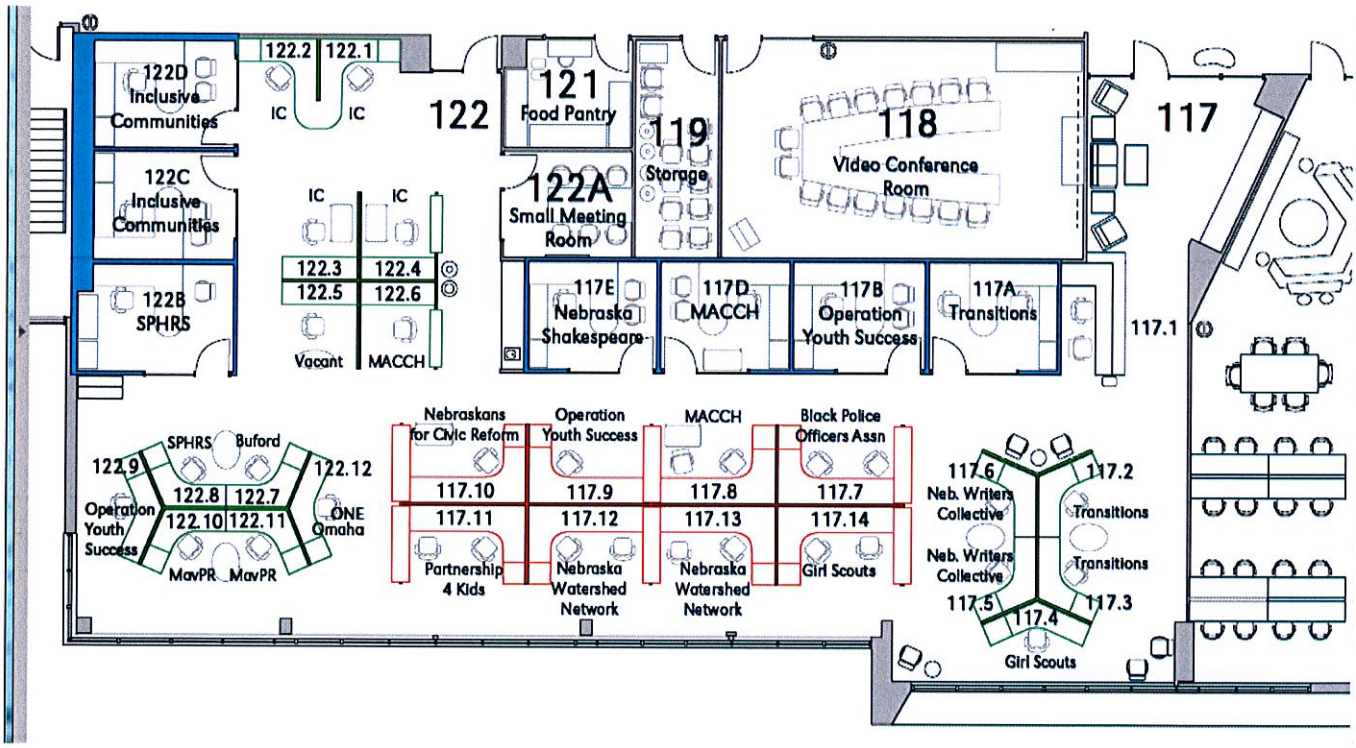
2 Lot Q CEC Garage Parking Stalls (included with Suite)
1 West Garage Parking Pass (@ $330.00/each)

Total: $330.00

Grand Total: $12,930.00

Attachment E
Map of Leased Space
Douglas County, Nebraska

Leased Office(s):

117B
117.9
122.9

UNIVERSITY OF NEBRASKA AT OMAHA
BARBARA WEITZ COMMUNITY ENGAGEMENT CENTER