

GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Sponsor**", and Boys & Girls Club of Lincoln/Lancaster County a non-profit corporation, hereinafter referred to as "**Grantee**".

WITNESSETH:

WHEREAS, the Grantee has established a program to support youth in successfully completing the Pretrial Diversion Program as well as preventing those on probation from violating their plan and ending up in detention through their Power Hour program; and

WHEREAS, the Sponsor desires to expend State grant funds from the Nebraska Commission on Law Enforcement and Criminal Justice Juvenile Services Grant number 17-JS-0413 for this purpose.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. **Purpose:** The purpose of this Grant Contract is to ensure that Grantee continues operating the Power Hour program ("the Project"), as described in Attachment "A", attached hereto and hereby incorporated by this reference.

2. **Scope of Services:** In exchange for partial funding of the Project, the Grantee agrees to perform throughout the Term the Services described in Attachment "B" attached hereto and hereby incorporated by this reference.

3. **Project:** Grantee agrees that it shall expend the funds granted hereunder only for the purposes of continuing the Project authorized in Paragraph 1 above and to perform the Services described in Paragraph 2 above.

4. **Term:** The Term of this Grant Contract shall be for the following period:

(a) if the Date of Sponsor Execution is later than July 1, 2017, then the Term shall be from the Date of Sponsor Execution through June 30, 2018; or

(b) if the Date of Sponsor Execution is on or before July 1, 2017, then the Term shall be from July 1, 2017, through June 30, 2018.

Sponsor shall not be liable for any costs incurred prior to the beginning, or after the

conclusion, of the Term.

5. Grant: In order to assist the Grantee in financing the cost of the Project described in Paragraph 1 above during the Term, the Sponsor shall make a Grant in the amount of \$7,500.00 (seven thousand five hundred Dollars), from the Outside Grant.

6. Project Budget: A Project Budget shall be prepared and maintained by Grantee. The Project Budget shall detail all costs for which the Grant will be used during each calendar month of the Term. The Project Budget must be approved in writing by the Project Monitor. Grantee shall carry out the Project and shall incur costs and make disbursements of funds provided hereunder by the Sponsor only in conformity with the Project Budget. The current approved Project Budget is contained in Attachment B. Said Project Budget may be revised from time to time, but no Project Budget or revision thereof shall be effective unless and until the same is approved in writing by Project Monitor. The funds granted under this Grant Contract cannot be used to supplant (replace) other existing funds.

7. Account Procedures and Records:

(a) Grantee shall establish for the Project one or more separate accounts that shall be approved by the Project Monitor. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said account or accounts shall be referred to herein collectively as "the Project Account."

(b) Grantee shall appropriately record in the Project Account, and deposit in a bank or other corporate fiduciary, all grant payments received from the Sponsor pursuant to this Grant Contract.

(c) Grantee shall charge to the Project Account all costs of the Project in accordance with the Project Budget. During any given calendar month during the Term, the Grantee shall not charge any costs to the Project Account that:

(i) exceed the Project Budget for that given month; or

(ii) are not contained in the Project Budget for that given month.

Sponsor shall not be liable for any such Unauthorized Costs, directly or indirectly.

(d) All costs charged to the Project Account shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Any cost not properly supported as provided herein shall be deemed an Unauthorized Cost for which Sponsor shall not be liable, directly or indirectly.

(e) Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee, stating in proper detail the purpose for which such check or order is drawn. Any cost related to a check or order not drawn as provided herein shall be deemed an Unauthorized Cost for which Sponsor shall not be liable, directly or indirectly.

(f) All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Grantee.

(g) Grantee may not charge as direct or indirect costs against the Project Budget the costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions. Any such costs shall be deemed Unauthorized Costs for which Sponsor shall not be liable, directly or indirectly.

8. Payment of Grant: Within 12 days of the conclusion of any calendar month during the Term, Grantee shall submit to Project Monitor a report detailing all charges against the Project Account during that concluded calendar month.

On or before the 30th day following the close of each calendar quarter that falls within the Term, Grantee shall submit an invoice to Project Monitor detailing all Project Account costs for the prior three calendar months, to the extent that the prior three calendar months fall within the Term, along with all supporting documentation and support therefor, as described in Section 7 of this Grant Contract. Costs contained in untimely, unsupported, or otherwise incomplete invoices shall be deemed Unauthorized Costs, for which Sponsor shall not be liable, directly or indirectly.

Grantee's invoices submitted hereunder shall be handled as all other claims against the Sponsor. No payment shall be made for Unauthorized Costs.

The Sponsor shall authorize payment for Grantee's invoices only after Project Monitor assures the Sponsor in writing that Services rendered by Grantee prior to the date of making the claim were performed in accordance with the Grant Contract, and that all costs conform to the Project Budget. Such assurance shall include the submission of all supporting documentation and support for costs as described in Section 7 of this Grant Contract.

9. Reports:

Grantee shall submit Quarterly Performance and Narrative Reports to the Juvenile Justice

Coordinator and Quarterly Cash Reports to the Lancaster County Grants Coordinator via email on or before the following report due dates to the extent that they fall within the Term:

- For the period of January – March, report due on or before April 10th
- For the period of April – June, due on or before July 10th
- For the period of July – September, due on or before October 10th
- For the period of October – December, due on or before January 10th

When a report due date falls on a holiday, Saturday, or Sunday, the report shall be due on or before the last working day before the report due date.

10. Audit and Inspection: Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the Grant Contract and Project provided herein. Grantee shall submit two copies of its annual independent audit to the Sponsor or its designated representative within thirty (30) days of receipt of such audit. Grantee is aware of the requirements imposed on them by Federal laws, including but not limited to applicable Federal statutes, regulations, executive orders, and administrative guidance. Grantee will meet the audit requirements of 2 CFR 200 if it expends \$500,000 or more in Federal awards during Grantee's fiscal year. All records related to this Grant Contract shall be retained for five (5) years from the date of the annual independent audit conducted pursuant to this paragraph, unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

11. Project Monitor: The Project shall be monitored by the Sponsor through the Director of the Lincoln-Lancaster County Human Services Department ("Project Monitor"). The Grantee shall provide Sponsor and/or Project Monitor with such financial and program service reports as the Sponsor and/or Project Monitor shall deem necessary during the Term. Based upon these reports and upon the Project Monitor's observations of the operation of the Project, the Project Monitor shall submit reports required by Sponsor, containing the Project Monitor's review of the progress of the Project. In the event of noncompliance with this Grant Contract by Grantee, the Project Monitor shall report said noncompliance to the Lancaster County Board for further action which may include termination of the Grant Contract.

12. Contract of Grantee: Grantee shall provide the Project Monitor with written notice before Grantee executes any subcontract or obligates itself in any other manner with any third party with respect to the Project described in Attachment "A".

13. Not Discriminate: In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital

status, or disability, with respect to either provision of services or in its employment practices. In the event a federal or state court or administrative agency makes a finding of discrimination against Grantee after a due process hearing, Grantee shall forward a copy of the finding to Project Monitor. Grantee shall be required to comply with 28 CFR 42.301 et seq. to formulate an Equal Employment Opportunity Program (EEOP).

14. Sponsor Not Obligated to Third Parties: This Grant Contract is not intended to, and does not, create any rights or benefits on behalf of any person other than the Parties to this Grant Contract. Sponsor shall not be obligated or liable hereunder to any person other than the Grantee.

15. Prohibited Interests: Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project provided herein, or any property included or planned to be included in the Project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

16. Nonperformance: In the event the Grantee fails to perform the duties outlined in Attachment "A" or fails to meet any of the requirements outlined in this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to perform, and this Grant Contract shall terminate immediately upon such notice. Upon receipt of such notice, Grantee shall immediately surrender to Project Monitor or Project Monitor's designated representative any balance remaining in the Project Account. Grantee shall be liable to Sponsor for immediate repayment of any unauthorized expenditure of funds from Project Account. Grantee shall be compensated pursuant to the terms of this Grant Contract for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget.

17. Severability: If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

18. Lack of Funding: The Parties recognize that the compensation provided for in this Grant Contract is based solely upon funds from the Nebraska Commission on Law Enforcement and Criminal Justice, grant number 17-JS-0413 ("Outside Grant"). The Parties further recognize that the Sponsor may terminate this Grant Contract in whole or in part immediately upon written notice to Grantee if Outside Grant's funds run out or are no longer available. The date Project Monitor sends the written notice of termination shall be the date of termination. The Grantee understands and agrees that the Sponsor shall not provide for funding under this Grant Contract from the Lancaster County General Fund, tax revenue, or any other source, and that the sole source of funding for this Grant Contract is the aforementioned Outside Grant. In the event that grant funds under the Outside Grant are no longer available or run out, the Grantee shall be compensated

pursuant to the terms of this Grant Contract for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget. Grantee agrees that Grantee has no reasonable expectation of payment for unauthorized costs, or for payment of any kind from any other source. The Grantee further understands and agrees that any costs not covered by the current Grant Contract are not authorized.

19. Termination:

(a) This Grant Contract may be terminated by Sponsor for lack of funding as provided in Section 19 above.

(b) This Grant Contract may be terminated by either Sponsor or Grantee for breach of the terms of this Grant Contract. The Sponsor may terminate the Contract for breach as provided in Section 17 above. Upon breach by Sponsor, Grantee shall provide Sponsor written notice of such breach and shall provide Sponsor 30 days to cure the breach. During the cure period, both Parties shall continue to perform under the Grant Contract. If, after 30 days, Sponsor has failed to cure the breach, Grantee may terminate the Grant Contract immediately upon written notice to Sponsor.

(c) This Grant Contract may be terminated by Sponsor for convenience upon 30 days written notice to Grantee. Grantee shall be compensated pursuant to the terms of this Grant Contract for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget.

20. Independent Contractor: It is the express intent of the Parties that this Grant Contract shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Grant Contract, shall be deemed to be independent contractor(s) during the entire term of this Grant Contract or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Grant Contract. Grantee 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 law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Grant Contract. It is the express intent of the Parties that this Grant Contract shall not create an agency relationship between the Parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

21. Hold Harmless: To the fullest extent permitted by law the Grantee shall indemnify, defend, and hold harmless the Sponsor, its elected officials, officers, employees, agents, consultants, and employees, from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting

from performance of the Project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, to injury to or destruction of tangible or intangible property, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Grantee, a subcontractor of Grantee, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Grantee shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Sponsor.

22. Insurance Requirements: The Grantee shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the Sponsor, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the Sponsor, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the Sponsor prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Grantee's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the Sponsor being secondary or excess.**

a) **Workers' Compensation.** The Grantee shall provide proof of 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 \$500,000.00 each accident or injury shall be included. The Grantee shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

b) **Commercial General Liability.** The Grantee shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 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. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Grantee shall provide

an additional insured endorsement acceptable to the Sponsor. The required insurance must include coverage for all projects and operations of Grantee or similar language that meets the approval of the Sponsor, which approval shall not be unreasonably withheld.

c) **Automobile Liability.** The Grantee shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

d) **Additional Insured** An Additional Insured endorsement shall be provided to Sponsor naming Sponsor as additional insured under the commercial general liability policy.

e) **Certificates.** The Grantee shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Grantee's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Grantee shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of Sponsor to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

f) **Minimum Scope of Insurance.** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

g) **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the Sponsor.

23. Employee Verification: In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Grantee 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. Grantee 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. Grantee shall require any subcontractor to comply with the provisions of this section.

24. Forbearance Not Waiver: Sponsor's failure or neglect to enforce any of its rights under this Grant Contract shall not be deemed to be a waiver of Sponsor's rights.

SPECIAL CONDITIONS

25. Publication: Grantee agrees that any publication (written, visual, or audio) funded in whole or in part with grant funds shall contain the following statement: "This project was supported by Subgrant No. [ENTER NUMBER] awarded by the Nebraska Crime Commission and points of view or opinions contained in this document are those of the author and do not necessarily represent the official position or policies of the Nebraska Crime Commission or the Community-based Juvenile Services Aid Program."

26. Reporting of Potential, Fraud, Waste, Abuse, or Misconduct: Grantee shall promptly refer to Grantor any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either: 1) submitted a false claim for grant funds under the False Claims Act, 31 U.S.C. §§ 3729–3733; or 2) committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Grantee shall report to Grantor any potential fraud, waste, abuse or misconduct involving Grant funds. If at any time an impropriety is found in the accounting or use of any funds received by Grantee, Grantee shall notify Grantor immediately and shall inform Grantor of remedial steps Grantee proposes to take with respect to the impropriety. Grantee agrees to comply with any additional requirements that may be imposed as a result of Grantee's performance under this Grant Contract. Grantee acknowledges that misuse of funds may result in civil and/or criminal penalties, and Grantee agrees that, in the event Grantee misuses funds granted pursuant to this Grant Contract, in addition to other remedies provided to Grantor under this Grant Contract, Grantor also may suspend current and future funds and/or seek recoupment of the funds granted pursuant to this Grant Contract.

27. Drug Free Work Place: Grantee shall establish and maintain a drug-free work place policy.

28. Program Income: Grantee agrees that all income generated as a direct result of this Grant Contract shall be deemed program income. Program income includes, but is not limited to, income from fees for services provided or fundraising activities. Grantee agrees that expenses for the program(s) or service(s) funded by this Grant Contract shall be paid with program income funds before using the grant dollars awarded by this Grant Contract. All program income earned must be accounted for and used for the purposes of funds provided under this Grant Contract, including such use being consistent with the other conditions of this Grant Contract, the effective edition of

the OJP Financial Guide, and, as applicable, either (1) 28 CFR Part 66 or (2) 28 CFR Part 70 and 2 CFR Part 215 (OMB Circular A-110).

29. Limited English Proficiency: The Grantee must comply with the Department of Justice Guidance pertaining to title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Grantee must take reasonable steps to provide meaningful access to their program(s) and activities for persons with limited English proficiency (LEP). For information on the civil right responsibilities, see <http://www.lep.gov>.

30. Counterparts: This Grant Contract may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

EXECUTED by Grantee this 25th day of April, 2017.

Boys & Girls Club of Lincoln/Lancaster County

A Non-profit Corporation, Grantee

BY: 

Title: Executive Director


Witness

EXECUTED by Sponsor this _____ day of _____, 20____, the "Date of Sponsor Execution."

APPROVED AS TO FORM THIS
_____ day of _____, 20____.

LANCASTER COUNTY, NEBRASKA
A Political Subdivision, Sponsor

BY: _____
for JOE KELLY
Lancaster County Attorney

BY: _____
TODD WILTGEN, Chair
Lancaster County Board of Commissioners

ATTACHMENT A

PURPOSE

Boys & Girls Club of Lincoln/Lancaster County
Power Hour Program

The purpose of this Grant Contract is to provide funding for the Grantee's Power Hour Program. The program will offer a structured time and place for Park Middle School students, ages 11 to 14, to work on their homework, teaching them to be self-directed, resourceful and independent learners. The focus of the program is on fostering a caring school environment through positive activities; providing education and outreach to parents to involve them in their children's schooling; assisting with homework to engage youth in school and create a lasting bond; and motivating youth to enjoy reading.

ATTACHMENT B

SCOPE OF SERVICES

Boys and Girls Club of Lincoln/Lancaster County
Power Hour Program

The Grantee will provide the following services under this contract

- *Provide Power Hour from 3 to 4 pm, Monday through Friday, at Park Middle School
- *Provide a structured time and place for students to complete their homework
- *Pay 6.5 FTE teachers for their additional time after school to assist with this program

Desired Outcomes for this Project:

- *25% increase in school attendance
- *25% increase in school grades
- *50% increase in homework completion

Grantee will provide the following administrative services:

- *Grantee will collect accurate data and submit quarterly reports to the Sponsor
- *Grantee will inform Sponsor of progress in program
- *Prepare quarterly reports and submit to Project Director, so that all reports will be submitted in a timely manner meeting the grant requirements.
- *Notify Project Director of any changes to the program
- *Attend Quarterly Juvenile Justice Review Committee Meetings and Lancaster Truancy Meetings
- * Collect data to determine if outcomes measures are being met.

Category	Amount
Personnel	
Personnel Total	\$ 0.00
Consultants/Contracts	
certified teachers to oversee program	\$ 7,500.00
Consultant/Contracts Total	\$ 7,500.00
Travel	
Travel Total	\$ 0.00
Operating Expenses	
Operating Expenses Total	\$ 0.00
TOTAL	\$ 7,500.00

Lock



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2016

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Vickie Roth PHONE (A/C. No. Ext): (402)434-7200 E-MAIL ADDRESS: vroth@unicogroup.com	FAX (A/C. No): (402)434-7272
	INSURER(S) AFFORDING COVERAGE	
INSURED Boys & Girls Clubs of Lincoln/Lancaster County P.O. Box 22344 Lincoln NE 68542	INSURER A: Philadelphia Insurance	
	INSURER B: FirstComp	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 23850 27626

COVERAGES

CERTIFICATE NUMBER: CL1611837447

REVISION NUMBER:

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1397092	11/14/2016	11/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1397092	11/14/2016	11/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB515642	11/14/2016	11/14/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0166364-02	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers			PHSD1185361	11/14/2016	11/14/2017	1,000,000
A	Sexual Abuse/Molestation			PHPK1397092	11/14/2016	11/14/2017	per Claim/Aggregate 25,000/50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lancaster County is named as an additional insured on the general liability and auto

CERTIFICATE HOLDER

Lancaster County
 555 S. 10th St, Suite 110
 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

Vickie Roth/KAG

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ADDITIONAL COVERAGES

Ref #	Description Professional Liability	Coverage Code PROF	Form No.	Edition Date	
Limit 1 2,000,000	Limit 2 1,000,000	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Flex "basket" Coverage	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code APMP	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	City of Lincoln, and / or Lancaster County 555 N 10th St. Lincoln, NE 68508
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.