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LANCASTER COUNTY  
BOARD

**GRANT CONTRACT**

THIS GRANT CONTRACT is made and entered into by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter referred to as "**Sponsor**", and **Fresh Start**, a non-profit corporation, hereinafter referred to as "**Grantee**".

**WITNESSETH:**

**WHEREAS**, the Sponsor is required or authorized to expend funds for the following services by the provisions of §13-604 R.R.S 1943; and

**WHEREAS**, the Sponsor has authority in the areas of recreation, health, and other community development activities; and

**WHEREAS**, the Grantee has established programs the purpose of which is to provide educational, recreational, social, health, spiritual, cultural, and care-giving activities for the benefit of the citizens of Lancaster County and specifically for the participants at Fresh Start.

**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 provide funding for the transitional housing and supportive services for women, as described in Attachment "A", attached hereto and hereby incorporated by this reference.

**2. Scope of Services.** The Grantee agrees to perform the duties described in Attachment "B" attached hereto and incorporated by this reference.

**3. Project.** Grantee agrees that it shall expend the funds granted hereunder only for the purposes authorized in Paragraph 1 above.

**4. Grant.** In order to assist the Grantee in financing the cost of the project described in Paragraph 1 above for a period of twelve (12) months from September 1, 2008 to August 31, 2009, the Sponsor shall make a Grant in the amount of \$12,500.00, from the General Fund.

**5. Project Budget.** A project budget shall be prepared and maintained by Grantee. Grantee shall carry out the project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the project budget as approved by the Sponsor. Said project budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Sponsor.

**6. Account Procedures and Records.** (a) Grantee shall establish for the project one or more separate accounts which shall be approved by the Sponsor, or its designated representative. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said accounts are referred to herein collectively as "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 Contract.

(c) Grantee shall charge to the Project Account all eligible costs of the project in accordance with the project budget. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the governing body of the Sponsor shall not be incurred, and 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.

(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. 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.

**7. Payment of Grant.** Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit a claim or claims to the Sponsor in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2008 = 1/4 of grant award; on or after December 1, 2008 = 1/4 of grant award; on or after March 1, 2009 = 1/4 of grant award; and on or after June 1, 2009 - 1/4 of grant award. Payment of each claim will be made by the Sponsor 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 completed in a timely manner.

**8. 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 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.

**9. Project Monitor.** The project shall be monitored by the Sponsor through the Lincoln-Lancaster County Administrator of Human Services. The Sponsor

and its designated representative shall be provided such financial and program service reports as they shall deem necessary during the contract period. Based upon these reports and upon her observations of the operation of the project, the Lincoln-Lancaster County Administrator of Human Services shall submit reports required by Sponsor, containing her review of the progress of the project. In the event of noncompliance with this Agreement by Grantee, the Project Monitor shall report said noncompliance to the Joint Budget Committee and the City Council of the City of Lincoln for further action which may include termination of the agreement.

**10. Human Services Planning.** Grantee shall participate in any comprehensive, long-range human services planning process being conducted by the City of Lincoln and Lancaster County. Failure to comply with this requirement shall constitute a breach of this contract.

**11. Contract of Grantee.** Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the project provided herein without the prior written concurrence of the Sponsor or its designated representative.

**12. Equal Employment Opportunity.** In connection with the carrying out of the project provided herein, Grantee 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, Grantee shall comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code 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.

**13. Hold Harmless and Insurance Requirements.** The Grantee shall indemnify and save harmless the Sponsor, its agents, employees and representatives from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of this contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

The Grantee shall carry insurance in the following kinds and minimum limits:

**A. Workers' Compensation Insurance and Employer's Liability Insurance**

Grantee shall purchase and maintain during the life of this contract the applicable

Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

**B. General Liability Insurance**

The Contractor shall purchase and maintain during the life of this contract, General Liability Insurance, naming and protecting them and the Sponsor against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this contract whether such operations be by Grantee or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- |     |                               |                             |
|-----|-------------------------------|-----------------------------|
| (1) | Bodily Injury/Property Damage | \$1,000,000 Each Occurrence |
|     |                               | \$2,000,000 Aggregate       |
| (2) | Personal Injury Damage        | \$1,000,000 Each Occurrence |

**C. Automotive Liability Insurance**

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| Bodily Injury & Property Damage | \$1,000,000 Combined Single Limit |
|---------------------------------|-----------------------------------|

The Grantee shall not commence work under this contract until it has obtained all insurance required under this section and has provided the Sponsor with a Certificate of Insurance showing the specific limits of insurance required by this section and showing the City of Lincoln as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

**14. 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.

**15. Sponsor Not Obligated to Third Parties.** Sponsor shall not be obligated or liable hereunder to any party other than the Grantee.

**16. Breach or Default by Grantee.** In the event of any breach or default hereunder by Grantee during the term of the Grant Contract in performing the terms and conditions required hereunder, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such breach or default, and Grantee

shall immediately surrender to Sponsor or its 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 the Project Account.

**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. Term.** The term of this Grant Contract shall be for a period of twelve (12) months from and after September 1, 2008 through August 31, 2009. Any unencumbered balance remaining on Project Account upon termination shall be returned to Sponsor. This Grant Contract will be automatically renewed under the same terms and conditions, including compensation in the amount of \$12,500, for one additional period of twelve (12) months from September 1, 2009 to August 31, 2010, unless the Sponsor notifies the Grantee in writing no later than April 30, 2009 that the Grant will not be renewed. Payments during the additional period shall be made according to Paragraph 7 above, except that payments shall be made in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2009 = 1/4 of grant award; on or after December 1, 2009 = 1/4 of grant award; on or after March 1, 2010 = 1/4 of grant award; and on or after June 1, 2010 = 1/4 of grant award.

EXECUTED by Grantee this 16 day of September, 2008.

FRESH START  
A Nonprofit Corporation, Grantee.

ATTEST:

By: Monica Zuber  
Title: Executive Director

By: Sarah Pfeffer  
Title: Board President

EXECUTED by Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

CITY OF LINCOLN, NEBRASKA  
a municipal corporation, Sponsor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to Form this 27<sup>th</sup> day  
of October, 2008.

[Signature]  
Chief Assistant City Attorney

## **Attachment A: Program Description for Fresh Start Home**

### *About Fresh Start Home*

Fresh Start Home is a transitional living program for adult homeless women in Lincoln; women who are ready to make changes in their lives and no longer be homeless. Since 1992, over 1,000 women have called Fresh Start their home. While safely sheltered at Fresh Start, women strive towards self-sufficiency and address the issues that preceded their homelessness. Every day the women at Fresh Start Home secure employment, volunteer in the community, further their education, maintain their sobriety, and learn to work together to create a positive atmosphere.

### *History*

In 1991, a group of women began meeting to discuss the lack of services available to single homeless women who did not have children in their custody. With their leadership, vision, and passion Fresh Start Home became a reality in March 1992. The first small home opened with three beds for women. Within the first year, nine women were packed into the home with only one water heater. The agency moved into a four-plex in 1994 with the Board and staff eager to offer services to 16 women. In 2002, the Board of Directors and staff team developed a strategic plan. A recurring theme throughout the plan was the relocation and expansion of services—this resulted in the renovation of a historic building in the Havelock neighborhood. The new site originated as a church in 1936 and the parallels to our work are many—to foster hope, restoration, and strength. By increasing our size we are able to increase the number of women served from 16 to 24 every day.

### *Our Mission*

The Mission of Fresh Start Home is *to ensure the provision of services to women who experience barriers in their lives and to assist restoration of these women to the community.* In addition to transitional housing for up to one year, the program provides basic and emergency services (laundry, hygiene items, access to phone, emergency funds, clothing, mailing address, safety) and supportive services (case management, home visits, advocacy, information and referral). Beyond these services, Fresh Start Home is a mechanism for women to connect with additional human service agencies and public entitlement programs. Women also may participate in the outreach and follow up program for up to two years.

### *Our Team*

Fresh Start Home has strong staff that is passionate about serving women and empowering them to improve their lives. Fresh Start Home also has a Board of Directors that is actively involved and committed to the mission. Volunteers are always welcome and serve in numerous ways. In addition to the volunteers who serve on the Board of Directors, volunteers support The Daisy, the on site thrift store, by sorting clothes and working in the store.

Please contact Monica Zinke, Executive Director, at Fresh Start Home if more information is desired.

*Fresh Start Home 6433 Havelock Avenue Lincoln NE 68507 (402) 475- 7777 fax (402) 475-7779*

JBC Contract 2008

**Attachment B: Scope of Service for Fresh Start Home***How We Make a Difference*

Fresh Start serves adult homeless women of any race, gender, sexual preference, age disability, creed or ethnic group. Women may have children, but are seeking shelter and services for themselves only at the time. Fresh Start Home served 82 women in the residential program and 17 in the community services and outreach program from July 2007- June 2008. In the 2008-2009 award period, we anticipate serving 80 women in the residential program and 20 in the outreach program. This number is approximate, as the residents may stay at Fresh Start Home for up to one year and the number of women served across the year depends on the length of stay.

The award will be used to provide the following services.

- The women in the residential program will have their basic needs met, through the housing, food and clothing that is provided by Fresh Start Home. Documentation of expenses (i.e. facility costs/ utilities, groceries) may be provided upon request.
- Case management services will be provided to support the women in the residential program with their efforts to become self sufficient. This will be measured by improvement on the Individualized Goal Plan (IGP) as well as by successful completion of and departure from the Fresh Start Home program. Documentation of staffing and related expenses may be provided upon request.
- Case management services will be provided to the women who choose to participate in the outreach and community services program. These services are to help the women maintain their self sufficiency, by offering support via telephone and home visits. Case management for housing and information and referrals will be provided. This will be measured by the women remaining in secure and stable housing and by the use of the services. Documentation of staffing and related expenses may be provided upon request.

*Our Clients*

The following are statistics regarding clients served in 2007. The women reported being homeless for a variety of reasons. Domestic violence affected over half (58%) and over half had involvement with the justice system (64%). The majority of the women reported alcohol/substance abuse (72%) and many also reported a mental health issue (43%). Of these women, 89% of them had co- occurring diagnoses (both mental health and substance abuse issues). Approximately 6% of the women presented with a physical or mental challenge. In regard to race, ethnicity or culture, based on how the women identified themselves, 6% were African American, 9% were Hispanic, 13% were Native American and 81% were Caucasian (please note: the total does not equal 100 as some women indicated more than one category rather than the multiracial category). In 2007, the average age of the women served was 37 years. The average grade level completed is 13, indicating high school plus some college or technical training.

*Our Programs*

The following information is based on women served between July 2007 and June 2008, the last contract period.

JBC Contract 2008

Residential: Women may reside at Fresh Start Home for up to one year, during which they must work on an Individualized Goal Plan (IGP). During the last contract period, 81 women were housed and received basic services. It is anticipated that this year's scope of service will encompass a similar number of residents. Case managers completed 633 drug tests, the majority of which were for residents involved with Drug court or SSAS. According to workers at those agencies, this alleviated the need for them to complete those tests which gave them more time in addition to this being more convenient for the residents. It is expected that a similar number will be conducted this year. A full report was submitted to JBC in July 2008; it is available upon request.

Community Services and Outreach: All residents were given the option of participate in this follow up support program and they may do so for up to two (2) years. This program involves home visits, food baskets and a case manager available for referrals and for general support. Of the 81 women who lived at Fresh Start Home, 17 of them chose to receive home visits and other supportive services. An additional, 11 women participated in the program thru information and referral calls, food baskets and general support. It is anticipated that this number will be higher during the 2008 contract period, as many of the women currently participating will continue to do so in addition to residents who will depart from Fresh Start Home between July 2008 and June 2009.

Please contact Monica Zinke, Executive Director, at Fresh Start Home if more information is desired.



Client#: 52263

FRESH2

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/20/08
PRODUCER <b>INSPRO Insurance</b> 1919 S 40th St, Suite #104 P.O. Box 6847 Lincoln, NE 68506	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.	
INSURED <b>Fresh Start, Inc.</b> 2323 F Street Lincoln, NE 68510	INSURERS AFFORDING COVERAGE INSURER A: <b>Philadelphia Insurance Co.</b> INSURER B: <b>First Comp</b> INSURER C: INSURER D: INSURER E:	NAIC # 27626

**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 ADD'L LTR INSPRO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	PHPK299320	03/16/08	03/16/09	EACH OCCURRENCE \$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000	
A	AUTOMOBILE LIABILITY	PHPK299320	03/16/08	03/16/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
	EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC0012975	02/15/08	02/15/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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	
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 City of Lincoln and/or Lancaster County are named as additional insured

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Lincoln & Lancaster County 555 S. 10th St. Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 
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