

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
PRAIRIE CORRIDOR ON HAINES BRANCH

The Grant Contract (“Contract”) entered into by and between City of Lincoln, Nebraska (“City”) and the County of Lancaster, Nebraska approved by Executive Order No. 88678 on September 28, 2015 and by Lancaster County Visitors Improvement Fund Grant contract C-15-0552 on October 13, 2015 to provide funding for the development of a recreational trail in conjunction with the Prairie Corridor on Haines Branch Project shall be renewed for an additional one (1) year period from July 1, 2017 through June 30, 2018 as provided for in paragraph 3 of the original Agreement.

The remaining terms of the Agreement shall remain in force and effect as of the date of its original execution.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

CITY OF LINCOLN, NEBRASKA,
A Municipal corporation,

DATED: _____ BY: _____

Chris Beutler, Mayor
City of Lincoln

DATED: _____ BY: _____

Todd Wiltgen, Chairperson
Lancaster County Board of Commissioners



EXECUTIVE ORDER

NO. _____

Smart #17060164
06/14/2017 P&R/asc/N.Fleck-Tooze

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby approve and execute on behalf of the City of Lincoln, the attached Amendment of the Interlocal Cooperation Agreement originally approved by Executive Order No. 88678 between the City of Lincoln and County of Lancaster for renewal period of one (1) additional year to provide funding from the Lancaster County Visitors Improvement Fund Grant for the development of a recreational trail in conjunction with the Prairie Corridor on Haines Branch Project in the amount of \$30,000.00, from July 1, 2017 through June 30, 2018.

The City Clerk is hereby directed to return one signed original of the Executive Order and original of the Contract to Lynn Johnson at Lincoln Parks and Recreation Department.

Dated this _____ day of _____, 2017.

Chris Beutler, Mayor

Approved as to Form & Legality:

Approved:

City Attorney

Lynn Johnson
Parks & Recreation

Brandon Kauffman
Finance Director



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/12/2017

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA	CONTACT NAME: _____	
	PHONE (A/C. No. Ext): (402) 697-1400	FAX (A/C. No.): (402) 697-1594
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED City of Lincoln c/o City of Lincoln Risk Management Suite 302 555 South 10th Street Lincoln NE 68508 USA	INSURER A: States Self-Insurers Risk Ret Grp	44075
	INSURER B: Midwest Employers Casualty Company	23612
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570066883895 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			SEL3017309 SIR applies per policy terms & conditions	09/01/2016	09/01/2017	EACH OCCURRENCE \$6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$12,000,000 PRODUCTS - COMP/OP AGG SIR/Deductible \$250,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SEL3017309 SIR applies per policy terms & conditions	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$6,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$250,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Excess WC			EWC007744 SIR applies per policy terms & conditions	01/01/2017	01/01/2019	EL Each Accident \$1,000,000 EL Disease - Ea Emp \$1,000,000 Deductible \$800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Prairie Corridor Project
Additional Insured in favor of Lancaster County with respect to General Liability as required by written contract. Waiver of Subrogation in favor of Lancaster County with respect to workers Compensation as required by written contract.

CERTIFICATE HOLDER Lancaster County 555 South 10th street Lincoln, NE 68528 USA	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
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Holder Identifier : Certificate No : 570066883895





Individual Self-Insured
Excess Workers' Compensation and
Employers Liability Indemnity Policy

Schedule Page

Policy No.: EWC007744

Indemnity Coverage Provided: Specific Excess Workers' Compensation and Employers Liability Indemnity

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1. Insured: City of Lincoln
See Endorsement
 2. Mailing Address: 555 S. 10th Street, Suite 302
c/o City Risk Mgmt., City-County Box 302
Lincoln, NE 68508-
 3. Named States: Nebraska
 4. Excluded States: None
 5. Policy Period:
(a) From: 01/01/2017
(b) To: 01/01/2019
Both days start at 12:01 A.M. standard time at the Insured's address shown in Item 2 of this schedule.
 6. Specific Retention:
(a) Each Accident: \$800,000
(b) Each Employee for Disease: \$800,000
 7. Specific Limit Each Accident:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: \$1,000,000
 8. Specific Limit Each Employee for Disease:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: \$1,000,000
 9. Aggregate Retention:
(a) (Rating Base): NOT APPLICABLE
(b) Estimated (Rating Base): NOT APPLICABLE
(c) Minimum Retention: NOT APPLICABLE
(d) Aggregate Loss Limitation: NOT APPLICABLE
 10. Aggregate Limit: NOT APPLICABLE
 11. Classification of Operations: See Endorsement
(a) Experience Modification Factor: 1.00000000
(b) Other Modification Factor: 1.00000000



Endorsement Effective: 01/01/2017
Policy No.: EWC007744
Named Insured: City of Lincoln

Waiver of Subrogation by Written Contract Surcharge Endorsement

In the event that you have waived your right to subrogation against a third party under the terms of a written contract entered into by you prior to the date of injury to your Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

In consideration for coverage provided under this endorsement, a \$0 surcharge will apply.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Monica Z. Ewaldi

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



STATES SELF-INSURERS RISK RETENTION GROUP, INC.
PUBLIC ENTITY EXCESS LIABILITY INSURANCE POLICY

DECLARATIONS

Policy#SEL3017309

Replaces Policy #SEL3017308

THIS DECLARATIONS PAGE AND THE ATTACHED PUBLIC ENTITY EXCESS LIABILITY INSURANCE POLICY AND APPLICATION FOR INSURANCE COMPLETE THIS OCCURRENCE FORM POLICY.

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTEE FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

Item I. *Named Insured* and Principal Address:

City of Lincoln, NE (See End #1)
c/o City of Risk Management
555 S 10th St, Ste 302
Lincoln, NE 68508

Item II. *Policy Period:*

This Policy takes effect at 12:01 A.M., **09/01/2016**, and expires at 12:01 A.M., **09/01/2017**.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Self-Insured Retentions and Limits of Liability

A. Self-Insured Retention Insuring Agreement A. - Public Entity Liability	<u>\$250,000</u>
B. Self-Insured Retention Insuring Agreement B. - Public Entity Management Practices Liability	<u>\$250,000</u>
C. Limit of Liability Insuring Agreement A. - Public Entity Liability	<u>\$6,000,000</u>
D. Limit of Liability Insuring Agreement B. - Public Entity Management Practices Liability	<u>\$6,000,000</u>
E. Maximum Limit of Liability Insuring Agreements A. and B.	<u>\$12,000,000</u>



obligation to make any payment unless and until the applicable self-insured retention has been exhausted through actual payment by or on behalf of the *insured*. The *named insured* is responsible for ensuring that the self-insured retention has been paid. States has no obligation to pay any *legal expenses* after the limit of liability shown in Item III.D. has been exhausted by the payment of *damages* resulting from a *claim* and *related claims* covered under Insuring Agreement B. - Public Entity Management Practices Liability.

E. Maximum Limit of Liability Insuring Agreements A. and B.

Subject to Paragraphs C. and D. above, item III.E. of the Declarations is the most States will pay for all *damages* resulting from all *claims* and *related claims* seeking *damages* covered by this policy. States has no obligation to make any payment unless and until the applicable self-insured retention has been exhausted by the actual payment of covered *damages* and *legal expenses* by or on behalf of the *insured*. The *named insured* is responsible for ensuring that the self-insured retention has been paid. States has no obligation to pay any *damages* or *legal expenses* after the limit of liability shown in Item III.E. has been paid.

F. Non-Cumulation Of Limits

1. The Limits of Liability apply without regard to the number of *insureds*, claimants or *claims*.
2. If a *claim* or *related claims* seeks *damages* that are potentially covered under both Insuring Agreement A. and Insuring Agreement B. the *named insured* will select one limit of liability to be applied. Only that limit will be applied to the *claim* and *related claims*.

SECTION IV – INSUREDS

A. Individuals And Organizations That Qualify As *Insureds*

1. The *named insured(s)* described under Item I. of the Declarations is an *insured* under this policy.
2. A partnership, *joint venture* or joint powers authority specifically described in the Declarations is an *insured* under this policy.
- * 3. A person or organization is an *insured* for liability resulting from the negligence or fault of a *named insured* if:
 - * a. a *named insured* agreed in a written contract to provide liability insurance coverage like that afforded by this policy to the person or organization as an additional insured;