

## 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**", a City of Lincoln (Lincoln Police Department), a municipal government, hereinafter referred to as "**Grantee**".

### WITNESSETH:

**WHEREAS**, the Grantee has established a program for the purpose of improving the local criminal justice system's response to women who are victims of domestic violence and sexual assault; and

**WHEREAS**, the Sponsor desires to expend Federal grant funds from the U.S. Department of Justice - Office on Violence Against Women, under the Violence Against Women Act (Grant # 2016-WF-AX-0046, CFDA # 16.588) which are passed through the Nebraska Commission on Law Enforcement and Criminal Justice (Grant # 16-VW-714) 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 Coordinated Response to Reducing Violence 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 June 1, 2017, then the Term shall be from the Date of Sponsor Execution through May 31, 2018; or

(b) if the Date of Sponsor Execution is on or before June 1, 2017, then the Term shall be from June 1, 2017, through May 31, 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 \$49,205\_\_\_\_\_.00 (Forty Nine Thousand Two Hundred Five 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. Grantee shall not charge any costs to the Project Account that exceed the Project Budget or that are not contained in the Project Budget. 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 30<sup>th</sup> 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 Project Monitor and/or the Project Monitor's designee 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. Note there are 5 total reports due during this grant year.

**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 (EEO).

**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 16-VW-714 ("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 Office of Violence Against Women, Office of Justice Programs, U.S. Department of Justice.."

**26. Copies to OJP and Acknowledgement of Funding:** For the exclusive purpose of submission to OJP, Grantee shall submit to Sponsor one paper copy, as well as a computer diskette in Corel or compatible format, of any final reports or publications, and the master tape and/or electronic file for any video, CD, or DVD products developed with or in response to Federal funds granted pursuant to this Grant Contract. Any publications or products, whether published at Grantee's or government's expense, shall contain the following statements:

"This project was supported by FEDERAL GRANT NUMBER , awarded by the Office of on Violence Against Women, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Grantee must submit to Sponsor all grant-funded reports and products for review and comment by OJP prior to publication. All such reports and products may display the OJP logo on the cover (or other location) with the Grant Contract of the OJP program office.

**27. Reporting of Potential, Fraud, Waste, Abuse, or Misconduct:** Grantee shall promptly refer to Sponsor 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 Sponsor 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 Sponsor immediately and shall inform Sponsor 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 Sponsor under this Grant Contract, Sponsor also may suspend current and future funds and/or seek recoupment of the funds granted pursuant to this Grant Contract.

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

**29. 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).

**30. Anti-lobbying:** Grantee shall not use any Federal funds granted pursuant to this Grant Contract in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

**31. ACORN Limitation:** Grantee shall not use any Federal funds, either directly or indirectly, granted pursuant to this Grant Contract, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

**32. Training or Training Materials:** Grantee agrees that any training or training materials developed or delivered with federal funding granted pursuant to this Grant Contract must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees at:  
[http://ojp.gov/funding/Implement\[TrainingPrinciplesForGrantees-Subgrantees.htm](http://ojp.gov/funding/Implement[TrainingPrinciplesForGrantees-Subgrantees.htm).

**33. Intellectual Property:** Grantee acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under this Grant Contract; and (2) any rights of copyright to which Grantee purchases ownership with Federal support using Federal funds granted under this Grant Contract. Grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced pursuant to this Grant Contract; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. As used in this paragraph, "data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14

(rights in Data - General).

**34. Web Sites:** If Grantee funds in whole or in part a web site using Federal funds granted pursuant to this Grant Contract, Grantee shall include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the Office on Violence Against Women, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services provided) ."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement maybe included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**35. 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>.

**36. 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 31<sup>st</sup> day of May, 2017.

Teresa J. Meier  
Witness



City of Lincoln (Lincoln Police Department  
A Municipal Government, Grantee

BY: [Signature]

Title: Mayor

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**

The purpose of this Grant Contract is to provide funding to the Grantee for their role in the VAWA program, "A Coordinated Response to Reducing Domestic Violence". This program addresses the need to increase victim safety and perpetrator accountability for domestic violence, dating violence, adult sexual assault and stalking crimes in Lancaster County. The overall goal of the program is to improve victim safety, perpetrator accountability and change attitudes to the intolerance of domestic violence.

The Grantee's role will be to increase the safety of domestic violence victims and hold offenders accountable for their behavior. They will work to increase the quality of investigations and effectiveness of prosecutions to insure that offenders are held accountable for their behavior.

The Grantee will assign a Lincoln Police Department officer as the domestic violence specialist. The officer will participate and assist with investigations into domestic violence, dating violence, sexual assault, and stalking. This will include reviewing reports, providing follow up assistance, providing training, attending CRT Case Management Team meetings, insuring statistics are provided and other relevant activities to improve investigations.

## **ATTACHMENT B**

### **SCOPE OF SERVICES**

The Grantee agrees to provide the following services under this contract:

- Assign a Lincoln Police Department officer as the domestic violence specialist to devote 75% of his/her time to investigating domestic violence related cases.
- Primary duties will be to review all domestic violence cases and provide follow-up assistance to prosecutors.
- The officer will identify and monitor threat management cases.
- The officer will actively pursue domestic violence perpetrators by locating and arresting at-large suspects and review dual arrests for follow up.
- The officer will be part of the LPD Family Crimes Unit and provide training and expertise to other members of the department.
- The officer will participate and assist in investigations that involve domestic violence including child abuse and neglect cases.
- The Grantee will use a specialist approach in sexual assault cases.
- In sexual assault cases, investigators will re-contact victims/witnesses and suspects outside of normal work hours for seamless transition from initial response into follow up.
- LPD's criminal investigations Captain will conduct a monthly audit of adult sexual assault investigations ensuring every lead is investigated, all witnesses have been interviewed, and all evidence has been submitted, tested, and compared to known suspects, and the coors database.

Match Requirement:

- LPD will contribute and document \$16,402 through \$11,313 in salary and \$5,089 in health insurance.

**APPROVED BUDGET**

Category	Amount
<b>Personnel</b>	
LPD Officer (.75 FTE)	\$ 42,464.00
Overtime	\$ 6,741.00
<b>Personnel Total</b>	\$ 49,205.00
<b>Consultants/Contracts</b>	
<b>Consultant/Contracts Total</b>	\$ 0.00
<b>Travel</b>	
<b>Travel Total</b>	\$ 0.00
<b>Operating Expenses</b>	
<b>Operating Expenses Total</b>	\$ 0.00
<b>TOTAL</b>	\$ 49,205.00

**Lock**





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/07/2017

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).

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

**COVERAGES**      **CERTIFICATE NUMBER: 570066721614**      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 - COM/OP AGG SIR/Deductible      \$250,000
A	<b>AUTOMOBILE LIABILITY</b> <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
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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: Coordinated Response to Reducing Violence  
 Additional Insured in favor of Lancaster County with respect to General Liability as required by written contract.

**CERTIFICATE HOLDER**      **CANCELLATION**

Lancaster County 555 South 10th Street Lincoln, NE 68528 USA	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  <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

Certificate No : 570066721614



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

- 
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

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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.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

*Donna Z. Eavaldi*

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;



EXECUTIVE  
ORDER


NO. 090707

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

I hereby approve and execute the attached Agreement on behalf of the City of Lincoln, Nebraska, the attached Grant Contract with the County of Lancaster for funding the Coordinated Response to Reducing Violence (Award #2016-WF-AX-0046 / 16-VW-714) grant award in the amount of \$49,205.00.

The City Clerk is directed to forward a copy of this Executive Order and the original contracts to: Rhonda Ryan, Grants Coordinator for County of Lancaster to have County sign and send back one original to the City Clerk and one original to Michele Selvage, Lincoln Police Department.

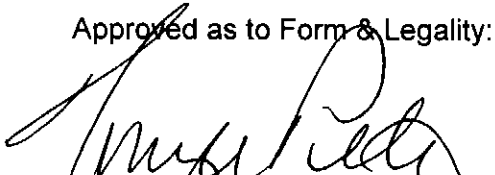
Dated this 31<sup>st</sup> day of May, 2017.

  
Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

Approved:

Approved:

  
Assistant City Attorney

  
Police Department

  
Finance