

**GRANT CONTRACT:  
COMMUNITY-BASED JUVENILE SERVICES AID AND COMMUNITY-BASED  
JUVENILE SERVICES AID ENHANCEMENT**

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 CLYDE MALONE COMMUNITY CENTER a non-profit corporation, hereinafter referred to as "**Grantee**". Sponsor or Grantee may be referred to collectively as "the Parties."

**WITNESSETH:**

**WHEREAS**, the Grantee has established Talented Tenth Scholar Program program to aid in the establishment and provision of community-based services for juveniles who come in contact with the juvenile justice system; and

**WHEREAS**, the Sponsor desires to expend State grant funds from the Nebraska Commission on Law Enforcement and Community-Based Juvenile Services Aid Grant # 17-CB-529 , 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 Talented Tenth Scholar Program program ("the Project"), as described in Attachment "A", attached hereto and hereby incorporated by this reference, as a service to the community.

**2. Scope of Services:** In exchange for partial funding of the Project, the Grantee agrees to perform for the community 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 \$20,741.00 (Twenty Thousand Seven Hundred and Forty One 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 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 report data on the individual youth served through its

Project. To the extent Grantee's Project is not directly serving youth, Grantee shall include program-level data in its report. In either case, data collected shall include, but not be limited to, the following: The type of juvenile service, how the service met the goals of the comprehensive juvenile services plan, demographic information on the juveniles served, program outcomes, the total number of juveniles served, and the number of juveniles who completed the program or intervention.

Reports must be submitted through the on-line data system on or before the following report due dates:

- For the period of January – March, report due on or before April 15th
- For the period of April – June, due on or before July 15th
- For the period of July – September, due on or before October 15th
- For the period of October – December, due on or before January 15th

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.

Grantee shall submit Quarterly Cash Reports to 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. Lancaster County Comprehensive Juvenile Services Community Plan:** Grantee shall participate in all Plan Activities associated with the development and implementation of the Lancaster County Comprehensive Juvenile Services Community Plan. Specifically, the Plan includes: identifying local data that support the existence of the need; identifying priorities that include defining a problem that affects juveniles at risk or those already involved in the juvenile justice system; identifying evidence based or research based programs and practices for addressing the community priorities; identifying clear strategies for each priority; and identifying how each program or service will be measured. The required Plan Activities are described in Attachment B. Failure to comply with this requirement shall constitute a breach of this Grant Contract.

**13. 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".

**14. 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).

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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-CB-529 ("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.

**20. 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.

**21. 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.

**22. 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.

**23. 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 and automobile 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.

**24. 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.

**25. 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**

**26. 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.”

**27. 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.

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

**29. Computer Networks:** Any funds used to maintain or establish a computer network shall block the viewing, downloading, and exchanging of pornography, except that this Section 28 shall not limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**30. 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).

**31. 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>.

**32. 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.

## **ATTACHMENT B**

### **SCOPE OF SERVICES and APPROVED BUDGET**

The Grantee agrees to perform the duties:

Facilitate the Talented Tenth Scholar's Program at the Clyde Malone Community Center in 18-week sessions that meet once a week for two hours.

Serve 35 African American males between the ages of 13 and 18, referred by juvenile diversion, school official, or parent.

Provide a Program Coordinator and Assistant to facilitate the program and supervise the volunteers.

Recruit African American adult male volunteers to serve as positive role models while engaging and interacting with the program participants during the sessions.

Follow the African American Empowerment Curriculum developed by a University of Nebraska-Lincoln Professor and the Program Administrator.

Meet the following goals:

85% of participants successfully complete the program

80% of participants have no new law violations during participation in the program

90% of participants demonstrate better school attendance

<b>Category</b>	<b>Amount</b>
<b>Personnel</b>	
Coordinator	\$ 10,576.00
Assistant Coordinator	\$ 5,876.00
Director (\$745) and Assistant Director of Operations (\$744)	\$ 1,489.00
<b>Personnel Total</b>	<b>\$ 17,941.00</b>
<b>Consultants/Contracts</b>	
<b>Consultant/Contracts Total</b>	<b>\$ 0.00</b>
<b>Travel</b>	
<b>Travel Total</b>	<b>\$ 0.00</b>
<b>Operating Expenses</b>	
Food (\$45 per meal times 40 meals)	\$ 1,800.00
Incentives (movie, museum, outing, plaque, small token)	\$ 1,000.00
<b>Operating Expenses Total</b>	<b>\$ 2,800.00</b>
<b>TOTAL</b>	<b>\$ 20,741.00</b>

**Lock**

EXECUTED by Grantee this 12 day of June, 2017.

CLYDE MALONE COMMUNITY CENTER,  
A Non-profit Corporation, Grantee

BY: Larry Williams

Name: Larry Williams

Title: 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**

The purpose of this Grant Contract is to provide funding for the Grantee's Talented Tenth Scholar's Program. The program addresses the priority of reducing Disproportionate Minority Contact (DMC) identified in the most recent Lancaster County Three-year Comprehensive Juvenile Services Plan.

The semester-long Talented Tenth Scholar's Program has four main components: (1) connecting young people with African American role models, (2) instruction in the Talented Tenth Scholar's Empowerment Curriculum, (3) community service, and (4) academic support. This culture-specific program will serve a minimum of 35 African American males, ages 13 through 18, who are on Diversion for minor law violations. The program also targets African American youth in Lincoln Public Schools who are underachieving academically and who have ongoing behavior issues in the classroom.

The goal of the program is to help African American youth learn about being responsible and contributing members of the community. The youth will interact with 30 African American men who have volunteered and been trained to be part of the Talented Tenth program. Ultimately, the program strives to aid the youth in reaching their maximum potential personally, academically, and socially.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2017

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.

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.

PRODUCER: INSPRO Insurance, P.O. Box 6847, Lincoln, NE 68506, 402 483-4500. CONTACT NAME: Cheryl Talbott, PHONE: 402-483-4500, FAX: 402-483-7977, E-MAIL ADDRESS: ctalbott@insproins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Co. (18058), INSURER B: SFM Mutual Insurance Co (11347).

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Lancaster County are Named as Additional Insured.

CERTIFICATE HOLDER: Lancaster County, 555 South 10th Street, 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: [Signature]

This page has been left blank intentionally.

**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 Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lincoln and/or Lancaster County	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2017

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>  Dustin Ourada(121232P) 2710 S 114th St  Omaha NE 68144-4712	<b>CONTACT NAME:</b> Dustin Ourada		
	<b>PHONE (A/C, NO, EXT):</b> 402-885-4562	<b>FAX (A/C, NO):</b> 866-596-1090	
	<b>E-MAIL ADDRESS:</b> dourada@farmersagent.com		
<b>INSURED</b>  MALONE COMMUNITY CENTER INC 2032 U ST  LINCOLN NE 68503	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Truck Insurance Exchange		21709
	<b>INSURER B:</b> Farmers Insurance Exchange		21652
	<b>INSURER C:</b> Mid Century Insurance Company		21687
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		605466404	06/10/2017	06/10/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

2001 DODGE RAM WAGON; VIN: 2B5WB35Y01K532801      2007 CHEVROLET EXPRESS G3; VIN: 1GAHG35U371206650  
2002 TOYOTA SIENNA LE; VIN: 4T3ZF13C22U480526  
2005 DODGE GRAND CARAVAN; VIN: 1D4GP24R75B369953  
2006 CHRYSLER TOWN&COUNTRY; VIN: 2A4GP54L36R911265

<b>CERTIFICATE HOLDER</b> LANCASTER COUNTY 555 S 10TH ST RM 107  LINCOLN NE 68508	<b>CANCELLATION</b> 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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01/09/17	Countersigned By:   (Authorized Representative)
Named Insured: MALONE COMMUNITY CENTER INC	

**SCHEDULE**

Name of Person(s) or Organization(s): LANCASTER COUNTY
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.