

## 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 "**County**" and **the People's City Mission**, hereinafter referred to as "**Contractor**".

### **WITNESSETH:**

**WHEREAS**, the Contractor wishes to assist the County in housing, community resource allocation and coordination for the training and education of Sentence Conversion Program Participants; and

**WHEREAS**, the County desires to expend Bureau of Justice Assistance federal grant funds, from the Department of Justice, Office of Justice Programs, Award 2017-CZ-BX-0009 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 Contract is to provide funding for housing, community resource allocation and coordination at the People's City Mission's Curtis Center for Sentence Conversion Program Participants ("the Project").

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

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

**4. Grant:** In order to assist the County in financing the cost of the Project, the Department of Justice, Office of Justice Programs, awarded the County \$252,000.00 of federal grant funds.

**5. Term:** The term of this Grant Contract shall be from and after June 1, 2018, through October 1, 2020. Any unencumbered balance remaining on Project Account upon termination shall be returned to County.

**6. Account Procedures and Records:**

**(a)** Contractor shall establish for the project one or more separate accounts which shall be approved by the County, or its designated representative. Said account or accounts shall be maintained within Contractor's existing accounting system or set up

independently. Said accounts are referred to herein collectively as "Project Account."

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

(c) 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.

(d) Any check or order drawn by Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with the invoice on file in the office of Contractor, stating in proper detail the purpose for which such check or order is drawn. All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Contractor.

**7. Payment of Grant:** Contractor shall charge the County \$50 per day, per Sentence Conversion Program Participant that is housed at the People's City Mission's Curtis Center. Costs are not to exceed \$252,000 for the term of the contract.

On or before the 15<sup>th</sup> of each month, Contractor shall submit an invoice to the Project Monitor detailing the costs incurred the previous month. The County will make payment to Contractor within thirty (30) days of the date of the invoice. Payment of each claim will be made by the County only after Project Monitor assures the County in writing that services rendered by Contractor prior to the date of making the claim were performed in accordance with the Grant and completed in a timely manner. Contractor understands and agrees that advance payments will not be made and Contractor must submit a proper invoice for services already rendered prior to the issuance of payment by the County.

The parties estimate the award is sufficient to support the project. County will not be liable for any payment in excess of the award, as outlined in Paragraph 4. Additional payments made hereunder must be consistent with the project goals. Costs contained in untimely, unsupported, or otherwise incomplete invoices shall be deemed Unauthorized Costs, for which the County shall not be liable, directly or indirectly.

**8. Audit and Inspection:** Upon reasonable request, Contractor shall permit and shall require its agents and employees to permit the County 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 Contractor pertaining to the grant and project provided herein. Contractor shall submit two copies of its annual independent audit to the County or its designated

representative within thirty (30) days of receipt of such audit. If funds are from a Federal Grant, the County will inform the Contractor of the Catalog of Federal Domestic Assistance title and number, award name and number, award year and name of federal agency. County will provide this information to the best of its ability if information is not available. Contractor is aware of the requirements imposed on them by Federal laws, regulations. Contractor will meet the audit requirements of Circular No. A-133 if it expends \$500,000 or more in Federal awards during Contractor's fiscal year.

**9. Project Monitor:** The project shall be monitored by the County through its designated representative, the Lancaster County Department of Community Corrections. Upon reasonable request, the County and its designated representative shall be provided such financial and program service reports as they shall deem necessary during the contract period. Based upon these reports and upon her observations of the operation of the project, the Lancaster County Department of Community Corrections shall submit reports required by County, containing its review of the progress of the project. In the event of noncompliance with this Agreement by Contractor, the Project Monitor shall report said noncompliance to the Lancaster County Board for further action which may include termination of the agreement. The Contractor's designated representative and project monitor, who is authorized to perform or cause to be performed, and otherwise administer this Grant Contract is Kim Etherton, Director of Lancaster County Department of Community Corrections.

**10. Non-assignment:** Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

**11. Not Discriminate:** In its performance of this Grant Contract, the Contractor shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability with respect to provision of services, and shall not discriminate on the basis of race, sex, national origin, religion, age, marital status, or disability in its employment practices, except to the extent that Contractor is considered a religious organization that has a right to make employment decisions based on religious criteria in furtherance of its religious objectives pursuant to applicable law.

**12. County Not Obligated to Third Parties:** County shall not be obligated or liable hereunder to any party other than the Contractor. It is the express understanding of the parties that this grant contract is solely funded by federal grant funds. The Contractor agrees to hold the County harmless for any and all damages and costs that are not eligible for reimbursement by federal funds.

**13. Prohibited Interests:** Neither Contractor 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 Contractor during his

tenure or for one year thereafter has any financial interest, direct or indirect.

**14. Nonperformance:** In the event the Contractor fails to perform the duties outlined in Attachment "A" or fails to meet any of the requirements outlined in this contract, during the term of this Grant Contract, then and upon the happening of such event, County shall give written notice to Contractor of such failure to perform, and the Grant Contract shall terminate upon such notice. Contractor shall immediately surrender to County or its designated representative any balance remaining in the Project Account. Contractor shall be liable to County for immediate repayment of any unauthorized expenditure of funds from Project Account.

**15. 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.

**16. Lack of Funding:** The parties recognize that the compensation provided for in this agreement is based upon grant funds from the U.S. Department of Justice, Office of Justice Programs. The parties further recognize that the County may terminate the agreement immediately if grant funds are no longer available. The Contractor understands and agrees that the County shall not provide for funding under this agreement from the County General Fund. The Contractor shall be compensated for services authorized prior to notification that the agreement has been terminated. The Contractor further understands and agrees that the services not covered by the current contract are not authorized.

**17. Termination:**

**(a)** This Grant Contract may be terminated by County for lack of funding as provided in Paragraph 16 above.

**(b)** This Grant Contract may be terminated by either the County or Contractor for breach of the terms of this Grant Contract. The County may terminate the Contract for breach as provided in Paragraph 14 above. Upon breach by County, Contractor shall provide County written notice of such breach and shall provide County 30 days to cure the breach. During the cure period, both Parties shall continue to perform under the Grant Contract. If, after 30 days, County has failed to cure the breach, Contractor may terminate the Grant Contract immediately upon written notice to the County.

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

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

**19. Hold Harmless:** To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, 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 Contractor, a subcontractor of Contractor, 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 Contractor 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 Paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

**20. Insurance Requirements:** The Contractor shall carry insurance in the following kinds and minimum limits:

**(a) Workers' Compensation Insurance:** Contractor 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 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of

subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor 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. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

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

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence

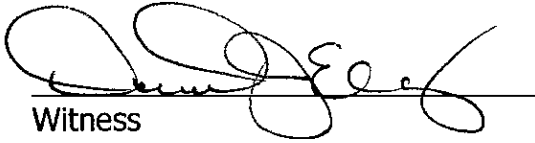
The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured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

**21. Employee Verification:** In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Contractor 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. Contractor 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.A § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

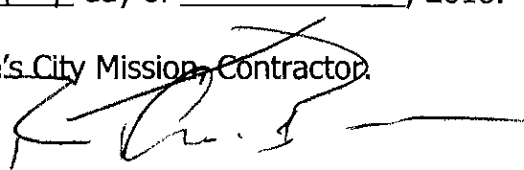
**22. Forbearance Not Waiver:** County's failure or neglect to enforce any of its rights under this Grant Contract shall not be deemed to be a waiver of County's rights.

EXECUTED by Contractor this 19 day of JUNE, 2018.

People's City Mission, Contractor



Witness

BY: 

Title: CEO

EXECUTED by County this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM THIS  
\_\_\_\_ day of \_\_\_\_\_, 2018.

LANCASTER COUNTY, NEBRASKA  
A Political Subdivision, County

BY: \_\_\_\_\_  
for PATRICK CONDON  
Lancaster County Attorney

BY: \_\_\_\_\_  
Todd Wiltgen, Chairperson  
Lancaster County Board of Commissioners

**SCOPE OF SERVICES**

People's City Mission

The Contractor shall provide the following services under this Grant Contract:

- Supportive, transitional housing;
- On-site work program, Curtis Center residents will be eligible for part-time, temporary employment at People's City Mission;
- Job seeking class;
- PMC Help Center which provides everything from clothes and personal care items to furniture and home goods at no cost; and
- Educational classes at the Curtis Center will address meeting practical needs and encourage personal growth.





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# Philadelphia Indemnity Insurance Company

## Additional Insured Schedule

**Policy Number:** PHPK1782181

### Additional Insured

Lancaster County  
555 S 10th St Rm 107  
Lincoln, NE 68508-2803

CG2026 - General Liability  
Re: When Required by Contract

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- PROFESSIONAL LIABILITY COVERAGE PART**
- COMMERCIAL CRIME COVERAGE PART**
- COMMERCIAL INLAND MARINE COVERAGE PART**
- COMMERCIAL PROPERTY COVERAGE PART**
- COMMERCIAL AUTOMOBILE COVERAGE PART**

**SCHEDULE OF ADDITIONAL INSURED OR CERTIFICATE HOLDERS**

<b>AI or CH</b>	<b>Additional Insured or Certificate Holder</b>	<b>Address</b>
<b>AI</b>	<b>Lancaster County</b>	<b>555 S 10th St Ste 107</b>
		<b>lincoln, NE 68508</b>

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- A.** In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
  1. 30 days before the effective date of cancellation if we cancel for any reason other than for non - payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b> Lancaster County</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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 is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**STONETRUST COMMERCIAL INSURANCE COMPANY**  
**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY**

Insured Name: PEOPLE'S CITY MISSION, INC.

Policy Number: WCV 0092428 00

Endorsement Effective Date: 12/27/17

Carrier Code: 33006

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

*This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated above.*

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

THE CITY OF LINCOLN/OR  
LANCASTER COUNTY  
555 S. 10TH ST  
LINCOLN NE 68508

ISSUE DATE: 12/27/2017