JUVENILE JUSTICE PREVENTION FUNDS 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"**, and **HEARTLAND BIG BROTHERS BIG SISTERS**, 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 the Community Based Mentoring program to aid in the establishment and provision of community-based services for youth prior to them entering our juvenile justice system; and

WHEREAS, the Sponsor desires to expend Juvenile Justice Prevention Funds, for this purpose;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

- 1. <u>Purpose:</u> The purpose of this Grant Contract is to ensure that Grantee continues operating the Community Based Mentoring program ("the Project"), as described in Attachment "A", attached hereto and hereby incorporated by this reference, as a service to the community.
- **2.** <u>Scope of Services:</u> 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, 2018, then the Term shall be from the Date of Sponsor Execution through June 30, 2019; or
 - **(b)** if the Date of Sponsor Execution is on or before July 1, 2018, then the Term shall be from July 1, 2018, through June 30, 2019.

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 \$20,000 (Twenty Thousand Dollars), from Grant Funds.
- 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 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. The Grantee shall not charge any costs to the Project Account that:
 - (i) exceed the Project Budget; or
 - (ii) 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: On or before the 30th 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 Paragraph 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 Paragraph 7 of this Grant Contract.

9. Reports: Grantee shall report data on program outcomes on a semi-annual basis. Such reporting shall be submitted on the report form provided by Sponsor. Grantee shall submit reports to the Project Monitor on or before the following report due dates:

For the period of July through December, due on or before January 31 For the period of January through June, due on or before July 31.

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. <u>Audit and Inspection</u>: 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 one copy 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 statues, regulations, executive orders, and administrative guidance. Grantee will meet the audit requirements of 2 CFR 200 if it expends \$750,000 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. <u>Project Monitor:</u> The Project shall be monitored by the Sponsor through the Director of the Lincoln-Lancaster County Human Services Department ("Project Monitor"). 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.
- 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.** <u>Not Discriminate:</u> 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 (EEOP).

- **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.** <u>Severability:</u> 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. <u>Lack of Funding:</u> The Parties recognize that the compensation provided for in this Grant Contract depends on budget approval and appropriations of sufficient grant funds by the Lancaster County Board of County Commissioners ("Grant Funds"). The Parties further recognize that the Sponsor may terminate this Grant Contract in whole or in part immediately upon written notice to Grantee if grant funds do not receive sufficient budget approval or appropriations. 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 shall be approved and appropriated Grant Funds. In the event that Grant Funds do not receive sufficient

budget approval or appropriations, 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 Paragraph 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 Paragraph 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. <u>Independent Contractor:</u> 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.** <u>Hold Harmless</u>: 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 Paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by the Sponsor.

- 23. <u>Insurance Requirements:</u> 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) <u>Commercial General Liability</u>. 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) <u>Additional Insured</u> 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) <u>Certificates.</u> 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) <u>Sovereign Immunity.</u> 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 Paragraph 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 Paragraph.

- **25.** <u>Forbearance Not Waiver</u>: 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.
- **26.** <u>Counterparts</u>: 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 8	_ day of August, 2018
	Heartland Big Brothers Big Sisters
	A Non-profit Corporation, Grantee
Bailey M Wood Date: 2018.08.17 15:29:28 -05'00'	BY: Kiersten Y Hill Digitally signed by Kiersten Y Hill DN: cn-Kiersten Y Hill o, ou, ells bate: 2018.08.04 12:54:11-05'00'
Witness	NAME: Kiersten Hill
	TITLE: Executive Director

EXECUTED by Sponsor this of Sponsor Execution."	_ day of, 20, the "Date
APPROVED AS TO FORM THIS day of	LANCASTER COUNTY, NEBRASKA A Political Subdivision, Sponsor
BY: for Pat Condon, Lancaster County Attorney	BY: Todd Wiltgen, Chair Lancaster County Board of Commissioners

PURPOSE

Grantee: Heartland Big Brothers Big Sisters

The purpose of this Grant Contract is to provide high risk youth with a Big Brother or Big Sister Mentor. The program will accept and encourage referrals from diversion and probation.

The Grantee's mentoring model has been recognized by OJJDP as both evidence based practice and model program. The goal of the program is to increase school engagement, reduce delinquent behavior and involvement in the juvenile justice system and build upon youth's assets.

SCOPE OF SERVICES

Grantee: Heartland Big Brothers Big Sisters

The Grantee will provide the following services:

- Maintain a budget of \$20,000
- Recruit and train 15 volunteer Mentors to work with high risk youth
- Make 15 matches of youth to volunteer Mentor, conduct match meetings, and have match agreements signed
- Provide on-going training and support to volunteer Mentors on individual basis
- Contact and provide match support to each volunteer, youth and family on a monthly basis
- Develop a plan for each youth with 1-2 goals for their volunteer Mentor to work on during their meetings
- Youth and volunteer will meet weekly and develop an impactful relationship under the guidance and supervision of Grantee.
- Collect accurate data and submit quarterly reports to Project Monitor on a timely basis
- Notify Project Monitor of any changes to the program
- Attend quarterly Juvenile Justice Review Committee meetings

Category	Amount
Personnel	
Match Support Specialist	\$ 5,838.04
Enrollment & Match Coordinator	\$ 5,354.64
Executive Director	\$ 2,694.42
Personnel Total	\$ 13,887.10
Consultants/Contracts	
Consultant/Contracts Total	\$ 0.00
Travel	
Travel Total	\$ 0.00
Operating Expenses	
Supplies, Copier, Marketing	\$ 758.57
Occupancy/Telephone	\$ 2,855.50
Insurance/Professional Fees/Dues	\$ 2,498.83
Operating Expenses Total	\$ 6,112.90
TOTAL	\$ 20,000.00

Lock

Client#: 62282 HEART49

$ACORD_{\scriptscriptstyle{\mathbb{M}}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/29/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

tino detailloute does not donner any rights to the detailloute fielder in hea or saon endorsement(b).				
PRODUCER	CONTACT Sunshine Roberts			
INSPRO Insurance	PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-4	83-7977		
P.O. Box 6847	E-MAIL ADDRESS: sroberts@insproins.com			
Lincoln, NE 68506	INSURER(S) AFFORDING COVERAGE	NAIC #		
402 483-4500	INSURER A : Philadelphia Insurance Co.	18058		
INSURED	INSURER B : First Comp	27626		
Heartland Big Brothers & Big Sisters 6201 Havelock Ave.	INSURER C:			
	INSURER D:			
Lincoln, NE 68507	INSURER E:			
	INSURER F:			

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY	X	X	PHPK1758503	02/26/2018	01/01/2019	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			PHPK1758503			COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α		UMBRELLA LIAB OCCUR			PHUB613259	02/26/2018	01/01/2019	EACH OCCURRENCE	\$1,000,000
		EXCESS LIAB CLAIMS-MADE	:					AGGREGATE	\$1,000,000
		DED X RETENTION \$10,000							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY		X	WC0159659	01/07/2018	01/07/2019	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$500,000
	(Mar	ndatory in NH)	III, A					E.L. DISEASE - EA EMPLOYEE	\$500,000
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln and Lancaster County are listed as an Additional Insured on the General Liability. Waiver
of Subrogation is provided on the Workers Compensation and General Liability policies. A 30 day notice of
cancellation is in place.

CERTIFICATE HOLDER	CANCELLATION
City of Lincoln/Lancaster County 555 S. 10th Street, Suite 107 Lincoln, NE 68508	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
	On ID Milled

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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

Name Of Additional Insured Person(s) Or Organization(s):
County of Lancaster, Nebraska
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 your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - **2.** In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

Named Insured: Heartland Big Brothers Big Sisters

Endorsement Effective Date: 02/26/2018

SCHEDULE

Name Of Person(s) Or Organization(s): County of Lancaster, Nebraska

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Change Date: 02/26/2018



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

Philadelphia Indemnity Insurance Company COMMON POLICY DECLARATIONS

Policy Number: PHPK1758503

Named Insured and Mailing Address: Heartland Big Brothers Big Sisters

6201 Havelock Ave Lincoln, NE 68507-1236 Producer: 179

INSPRO INSURANCE 4000 Pine Lake Rd P.O. Box 6847 Lincoln, NE 68516

(402)483-4500

Policy Period From: 01/01/2018 **To:** 01/01/2019

at 12:01 A.M. Standard Time at your mailing

address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	394.00
Commercial General Liability Coverage Part	1,387.00
Commercial Crime Coverage Part	327.00
Commercial Inland Marine Coverage Part	270.00
Commercial Auto Coverage Part	2,287.00
Businessowners	

Workers Compensation

Professional Liability 5,784.00

Total \$ 10,449.00

Total Includes Federal Terrorism Risk Insurance Act Coverage

7.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

J.

President and CEO

Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Policy Number: PHPK1758503

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
WHY MyPHLY	0000	WHY MyPHLY?
CSNotice-1	1014	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
Policy Change Document	0100	Policy Change Document
PP2015	0615	Privacy Policy Notice
CPD-PIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
Loss Payee Schedule	0100	Loss Payee Schedule
Additional Insured Schedule	0100	Additional Insured Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0502	Nuclear Energy Liability Exclusion Endorsement
IL0122	0907	Nebraska Changes - Actual Cash Value
IL0159	0907	Nebraska Changes - Fraud or Misrepresentation
IL0164	0702	Nebraska Changes - Appraisal
IL0195	0897	Nebraska Changes
IL0259	0907	Nebraska Changes - Cancellation And Nonrenewal
IL0952	0115	Cap On Losses From Certified Acts Of Terrorism
PI-CANXAICH-002	0511	Cancellation Notice To Sched Addl Insd Or Cert Holder
PI-TER-DN1	0115	Disclosure Notice Of Terrorism Ins Coverage Rejection

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1758503

Additional Insured

City of Lincoln 555 S 10th St Lincoln, NE 68508-2803

CG2026 - NE - Loc #1

Additional Insured

County of Lancaster, Nebraska 555 S 10th St Lincoln, NE 68508-2803

CA2048 - Commercial Automobile

Additional Insured

County of Lancaster, Nebraska 555 S 10th St Lincoln, NE 68508-2803

CG2026 - NE - Loc #1
With respects to written contract

Additional Insured

Lincoln Public Shcools 5901 O St Lincoln, NE 68510-2235

CG2026 - NE - Loc #1

Additional Insured

Heartland Big Brothers Big Sisters Foundation 6201 Havelock Ave Lincoln, NE 68507-1236

CG2026 - NE - Loc #1

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: PHPK1758503

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI-SAM-NOTICE 2	0117	Advisory Notice To Policyholders
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2026	0413	Additional Insured - Designated Person Or Organization
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2147	1207	Employment-Related Practices Exclusion
CG2149	0999	Total Pollution Exclusion Endorsement
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2245	0413	Exclusion - Specified Therapeutic Or Cosmetic Services
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GLD-HS	1011	General Liability Deluxe Endorsement: Human Services
PI-HS-005	0704	Exclusion - Professional Liability Coverage
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001	1205	Fund Raising Events Endorsement

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 INSUREDS OR CERTIFICATE HOLDERS

Al or CH	Additional Insured or Certificate Holder	Address
AI	County of Lancaster, Nebraska	555 S 10th St Lincoln, NE 6850

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. <u>30</u> 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.