

**AN AGREEMENT BETWEEN LANCASTER COUNTY AND THE  
LINCOLN/LANCASTER COUNTY CHILD ADVOCACY CENTER**

**THIS AGREEMENT** is entered into by and between the County of Lancaster, hereinafter referred to as "County", and the Child Advocacy Center, a non-profit corporation of the State of Nebraska located at 5025 Garland Street in Lincoln, Nebraska, and hereinafter referred to as the "Center".

**WHEREAS**, the **Lancaster County Sheriff**, pursuant to Nebraska Revised Statute Section 23-1710 and 28-713 is responsible for investigating crimes against children within Lancaster County; and

**WHEREAS**, the **Lancaster County Attorney's Office** pursuant to Nebraska Revised Statute 23-1201 (reissue 1997), is responsible for prosecuting crimes against children in Lancaster County; and

**WHEREAS**, the Center provides a safe, child friendly environment for interviews and medical examinations of children who are suspected to be victims of child abuse in Lancaster County; and

**WHEREAS**, the Center has agreed to conduct interviews and medical examinations of child abuse victims to aid law enforcement and prosecutors in their investigations of child abuse crimes.

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

1. The Center agrees to provide the following services to the County:
  - a. Forensic interviews of child abuse victims or child witnesses to aid in gathering essential facts useful for the investigation and criminal prosecution of crimes against children.
  - b. On-site medical examinations of children not needing emergency medical care, who are alleged to have been victims of sexual abuse or physical abuse with bodily injury.
  - c. Provide ongoing victim advocacy and support for child victims and non-offending family members to locate services in the community and help in providing a safe home for the child.
  - d. Prepare child victims and witnesses for court appearances through its Court School program.
  - e. Provide professional training and support in the area of child abuse investigations and child interviewing.
  - f. Provide support groups and mental health services on-site for child victims and non-offending family members.
  - g. Any other use of the Center's facilities and program that are deemed necessary in aiding law enforcement and prosecutors in their investigation of child abuse crimes.
  - h. Child Advocacy Center employees performing the work as outlined above will also provide any necessary testimony for the County in related law enforcement cases.
2. The County agrees to compensate the Center for the services outlined above on an annual basis. For the 2018-2019 Agreement year, the total amount of compensation shall be \$20,000 (Twenty

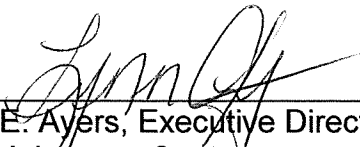
thousand dollars): Ten thousand (\$10,000) of which will come from the Lancaster County Attorney's Office budget and Ten thousand (\$10,000) of which will come from the Lancaster County Sheriff's Office budget.

3. Payment for services shall be made every six months in arrears. The County will reimburse the Center only for services rendered and upon submission of documentation that services have been provided as outlined in this Agreement. The compensation provided to the Center by the County is not intended to be in the form of a retainer nor shall it take the form of a retainer.
4. The term of this Agreement shall be a one-year period, beginning October 1, 2018 and ending September 30, 2019. Thereafter, this Agreement may be renewed only by an amendment pursuant to Section 12 of this Agreement. The parties shall renegotiate the amount of funding for each subsequent year.
5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and Center, or any employee or other person acting on behalf of the Center in the performance of this Agreement, shall be deemed to be an independent contractor during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Center for the duration of this Agreement. The Center shall be responsible for all salary and benefits payable under this Agreement and Center's employees shall not be entitled to any salary from the County or the benefits made available to County employees, including, but not limited to, overtime, vacation, retirement benefits, worker's compensation, sick leave or injury leave. The Center shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.
6. Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or property, including any resulting loss of use. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
7. Insurance. The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Agreement. No work pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the City/and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the County. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess**

- a. The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the County evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Agreement.
  - b. The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 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 Contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.
  - c. Contractor shall provide an Additional Insured Endorsement form or other proof showing the County as additional insured for commercial general liability. The form or other proof shall be as is acceptable to the County Attorney.
  - d. The Contractor 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.
  - e. The 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 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 Agreement.
  - f. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.
8. The parties shall not discriminate against any employees or applicants for employment because of age, race, color, religious creed, ancestry, disability, sex or marital status.
  9. The Center maintains a drug free workplace in that the Center does not allow drug or alcohol use, delivery or possession by employees or volunteers during work hours or at the work site. Disciplinary action will be taken against employees or volunteers if this policy is not adhered to and all employees and volunteers have read and agreed to abide by the Center's Drug Free Workplace Policy.
  10. The Center shall not assign its duties and responsibilities under this Agreement without prior written permission of the County. Any assignment without the County's prior written permission shall be absolutely void.
  11. This Agreement may be terminated at any time by either of the parties giving thirty (30) days written notice.
  12. This Agreement may be amended only by a writing signed by both parties.

13. The parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties on the subject matter of this Agreement, whether verbal or written.
14. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.
15. 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. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

EXECUTED BY THE CHILD ADVOCACY CENTER this 16 day of March, 2018.

BY:   
Lynn E. Ayers, Executive Director  
Child Advocacy Center

EXECUTED BY THE STATE OF NEBRASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_

Chair, Lancaster County Board of  
Commissioners

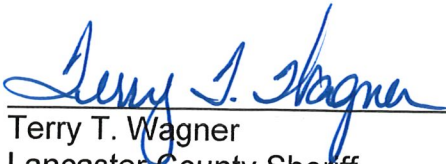
APPROVED AS TO FORM

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Pat Condon  
Lancaster County Attorney

APPROVED AS TO FORM

This 29 day of August, 2018



Terry T. Wagner  
Lancaster County Sheriff

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).


PRODUCER <b>INSPRO Insurance</b> P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: <b>Sunshine Roberts</b>
	PHONE (A/C, No, Ext): <b>402.483.4500</b> FAX (A/C, No): <b>402.483.7977</b> E-MAIL ADDRESS: <b>sroberts@insproins.com</b>
INSURED <b>Lincoln/Lancaster County Child Advocacy Center, Inc.</b> 5025 Garland St. Lincoln, NE 68504	INSURER(S) AFFORDING COVERAGE INSURER A : Harleysville      NAIC # <b>23582</b>
	INSURER B : SFM Mutual Insurance Co <b>11347</b>
	INSURER C :
	INSURER D :
	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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MPA00000096869L	12/11/2017	12/11/2018	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$3,000,000 PRODUCTS - COMP/OP AGG      \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA00000096871L	12/11/2017	12/11/2018	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CMB00000096870L	12/11/2017	12/11/2018	EACH OCCURRENCE      \$1,000,000 AGGREGATE      \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	44065208	12/11/2017	12/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$500,000 E.L. DISEASE - EA EMPLOYEE      \$500,000 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/Lancaster County is listed as an additional insured**

<b>CERTIFICATE HOLDER</b> City of Lincoln/Lancaster County 555 S. 10th St. 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 



Harleysville Preferred Insurance Company  
 355 Maple Avenue  
 Harleysville, PA 19438-2297

Insured: Lincoln/Lancaster County Child Advocacy  
 Agent: INSPRO INC

Policy Number: MPA00000096869L  
 Policy Period: 12/11/2017 to 12/11/2018  
 AMENDMENT

**POLICY CHANGES**

Change Effective: 05/25/2018

Change #: 5

**Description**

City of Lincoln/Lancaster County is amended as additional insured (CG2010) with respects to location #1.

Original Annual Premium	\$ 17,205.00	New Annual Premium	\$ 17,205.00	Total Additional/Return Premium	\$
					<b>NO CHANGE</b>

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 Issued: 09/27/2018



POLICY NUMBER: MPA00000096869L

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**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/Lancaster County	All Locations
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.

**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.

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Harleysville Insurance Company  
355 Maple Avenue  
Harleysville, PA 19438-2297

Insured: Lincoln/Lancaster County Child Advocacy  
Agent: INSPRO INC

Policy Number: MPA00000096869L  
Policy Period: 12/11/2018 to 12/11/2019  
AMENDMENT

## POLICY CHANGES

Change Effective: 12/11/2018

Change #: 1

### Description

City of Lincoln/Lancaster County is amended as additional insured (CG2010) with respects to location #1.

Original Annual Premium	New Annual Premium	Total Additional/ Return Premium
\$ 18,348.00	\$ 18,348.00	\$ <u>NO CHANGE</u>

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Issued: 09/27/2018



POLICY NUMBER: MPA0000096869L

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**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/Lancaster County	All Locations
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.

**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.

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