

## GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **CITY OF LINCOLN ON BEHALF OF THE LINCOLN POLICE DEPARTMENT**, a municipal government, hereinafter referred to as "**Sponsor**", and **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Grantee**".

### WITNESSETH:

**WHEREAS**, the Grantee has established RESTORE, a school-based diversion program aimed at diverting the school to prison pipeline through evidence based Restorative Justice Principles; and

**WHEREAS**, the Sponsor desires to expend federal grant funds administered through the Nebraska Commission on Law Enforcement and Criminal Justice Community Aid Grant #17-DA-309 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 provide funding for the Sports League Shield program, as described in Attachment "A", attached hereto and hereby incorporated by this reference.
- 2. Scope of Services:** The Grantee agrees to perform the duties described in Attachment "B" attached hereto and incorporated by this reference.
- 3. Project:** Grantee agrees that it shall expend the funds granted hereunder only for the purposes authorized in Paragraph 1 above and to perform the services described in Paragraph 2 above.
- 4. Grant:** In order to assist the Grantee in financing the cost of the project described in Paragraph 1 above for a period of twelve (12) months from July 1, 2018 through June 30, 2019, the Sponsor shall make a Grant in the amount of \$51,466 (Fifty One Thousand Four Hundred Sixty Six Dollars), from the Grants Fund.
- 5. Project Budget:** A project budget shall be prepared and maintained by Grantee. Grantee shall carry out the project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the project budget, as approved by the Sponsor. Said project budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Sponsor.

**6. Account Procedures and Records:**

(a) Grantee shall establish for the project one or more separate accounts which shall be approved by the Sponsor, or its designated representative. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said accounts are referred to herein collectively as "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 Contract.

(c) Grantee shall charge to the Project Account all eligible costs of the project in accordance with the project budget. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the governing body of the Sponsor shall not be incurred, and 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.

(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. 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.

**7. Payment of Grant:** Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit quarterly claim or claims for actual expenses to the Sponsor. Payment of each claim will be made by the Sponsor 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 completed in a timely manner.

**8. 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 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, regulations. Grantee will meet the audit requirements of Circular No. A-

133 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.

**9. Project Monitor:** The project shall be monitored by the Sponsor through Lincoln-Lancaster County Human Services. The Sponsor 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 Lincoln-Lancaster County Human Services Director shall submit reports required by Sponsor, containing her review of the progress of the project. In the event of noncompliance with this Agreement by Grantee, the Project Monitor shall report said noncompliance to the Lancaster County Board for further action which may include termination of the agreement.

**10. Human Services Planning:** Grantee shall participate in any comprehensive, long-range human services planning process being conducted by Lancaster County. Failure to comply with this requirement shall constitute a breach of this contract.

**11. Contract of Grantee:** Grantee shall provide the Sponsor or its designated representative with written notice in the event that Grantee executes any subcontract or obligates itself in any other manner with any third party with respect to the project described in Attachment "A".

**12. 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 Grantor. If required, Grantee may be required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et seq.

**13. Sponsor Not Obligated to Third Parties:** Sponsor shall not be obligated or liable hereunder to any party other than the Grantee.

**14. 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.

**15. 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 contract, during the term of this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to perform, and Grantee shall immediately surrender to Sponsor or its 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.

**16. 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.

**17. Use of Grant Funds:** Only grant funds may be used to pay for the services provided by the Grantee pursuant to this Grant Contract. In the event that such grant funds run out or are not available, this Grant Contract shall become null and void.

**18. Lack of Funding:** The parties recognize that the compensation provided for in this agreement is based upon funds from the State of Nebraska Commission on Law Enforcement and Criminal Justice. 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 Grantee further understands and agrees that the services not covered by the current contract are not authorized.

**19. Term:** The term of this Grant Contract shall be for a period of twelve (12) months from and after July 1, 2018 through June 30, 2019. Any unencumbered balance remaining on Project Account upon termination shall be returned to Sponsor.

**20. Independent Contractor:** It is the express intent of the parties that this Agreement 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 Agreement, shall be deemed to be independent Contractor(s) during the entire term of this Agreement 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 Agreement. 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 Agreement. It is the express intent of the parties that this agreement shall not create an agency relationship between the parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

**21. Hold Harmless:** The Grantee shall indemnify and hold harmless the Sponsor, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees. Grantee does not waive its government immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

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

**(a) Workers' Compensation Insurance:** Grantee shall purchase and maintain during the term of this Agreement, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

**(b) General Liability Insurance:** Grantee shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage to provide the minimum acceptable limits of liability as follows:

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

**(c) Automotive Liability:**

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
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The Grantee shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the Sponsor with a Certificate of Insurance showing the specific limits of insurance required by this section.

**23. Employee Verification:** In accordance with Neb. Rev. Stat. §4-108 through §4-114, Grantee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the

electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. Grantee shall require any subcontractor to comply with the provisions of this section.

**24. 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."

**25. 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.

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

**27. Computer Networks:** No Federal funds granted pursuant to this Grant Contract may be used to maintain or establish a computer network.

**28. 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. 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).

**29. 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>.

EXECUTED by Grantee this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM THIS  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANCASTER COUNTY, NEBRASKA  
A Political Subdivision, Sponsor

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

BY: \_\_\_\_\_  
TODD WILTGEN, Chair  
Lancaster County Board of Commissioners

EXECUTED by Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF LINCOLN,  
A municipal government, Grantee

BY: \_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
Mayor, City of Lincoln

**PURPOSE**

Lancaster County, Grantee

Project RESTORE

The purpose of this grant contract is to continue Project RESTORE, a school-based diversion program aimed at diverting the school to prison pipeline through evidence based Restorative Justice Principles. Building on the success of RESTORE, funding will allow for program expansion for youth referred for alcohol and marijuana offenses while at school through the School-based Alcohol and Marijuana Intervention (SAMI) program. The RESTORE Case Manager funded in this contract will oversee SAMI with the process mirroring that of RESTORE.



**SCOPE OF SERVICES**

Lancaster County, Grantee

Project RESTORE

The Grantee shall perform the following services:

- Maintain full-time RESTORE Case Manager to oversee RESTORE and SAMI.
- Administer Project RESTORE and SAMI.
- Work in partnership with Lincoln Police Department and the County Attorney's Office.
- Maintain data for program evaluation and accurate reporting of required performance metrics