

GRANT AGREEMENT
Between
THE STATE OF NEBRASKA
And
LANCASTER COUNTY, NEBRASKA

THIS AGREEMENT is entered into between the Nebraska Commissioner of Labor (“Commissioner”) and LANCASTER COUNTY, NEBRASKA (“Lancaster County”), effective with the date of signature below.

WHEREAS, the Commissioner, pursuant to the authority granted by *Neb. Rev. Stat. §§48-622.01* (as amended) of the Nebraska Employment Security Law, wishes to enter into an Agreement for training grants pursuant to the Program Guidelines of the Nebraska Worker Training Program and the approved methods of administration of the Nebraska Training and Support Fund;

WHEREAS, Lancaster County has met all necessary grant application procedures; and that a project review and monitoring shall occur as per NWTB Program Guidelines; and

WHEREAS, Lancaster County has been approved by the Governor of the State of Nebraska as a successful grant applicant to receive proceeds from the Nebraska Training and Support Trust Fund; and

WHEREAS, Lancaster County is desirous of obtaining said funds in order to (1) encourage industry-based investment in human resources that enhance the productive capabilities and skill levels needed to enable workers to meet the challenges and participate in the high-performance workplace of the future; (2) promote the retention and expansion of the Nebraska workforce and employers; (3) develop program participants' marketable skills and competencies, increase earning power and result in secure jobs for those who successfully complete training; and (4) give priority to existing employees.

I - SERVICES / PRODUCT TO BE PROVIDED

Lancaster County hereby agrees to provide the services specified and follow the process and program outlined in the training grant application and subsequent documents submitted to the NWTB which served as the basis for its selection as a grant recipient. Said training grant application and all attachments and subsequent documents upon which the grant has been approved are attached hereto and made a part hereof as Attachment A.

Lancaster County hereby verifies receipt and review of the NWTB Program Guidelines prior to the execution of this Agreement. Lancaster County further agrees to comply with all terms and conditions set forth in the NWTB Program Guidelines, a copy of which is attached hereto and

made a part hereof as Attachment B.

II - COMMISSIONER'S DUTIES OR OBLIGATION

None of the work or services covered under this Agreement, unless otherwise specified in the approved grant application, shall be subcontracted without the prior written approval of the Commissioner.

III - RECORDS AND ACCOUNTS

Lancaster County shall maintain and shall permit any authorized representative of the Commissioner to inspect and copy those records that pertain to Lancaster County's performance and compliance with the terms, conditions, and provisions of this Agreement, and show that the funds are being utilized and expended appropriately in accordance with this Agreement. It is understood and agreed that all such records shall be maintained locally and will be made available for inspection and copying during the normal business hours of Lancaster County, upon ten days' written notice.

Such records shall be retained for a period of four years from the termination of this Agreement and until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved.

Lancaster County acknowledges that payment of grant proceeds shall not be issued until completion of the proposed training and submission of the completed Grant Performance Review form. A copy of the Grant Performance Review form is attached hereto and made a part of as Attachment C.

IV - PUBLICATIONS

Lancaster County agrees to provide to the Commissioner one copy of any corporate publication, newsletter or print media article which mentions said grant, grant funds, training or other activities associated with receipt of these funds from the Nebraska Worker Training Program. Any corporate publication, newsletter, announcement or media release issued by Lancaster County referencing training or other activities associated with the receipt of these funds shall, where reasonably possible, acknowledge said grant from the Commissioner as a source of the funding used in providing such training or activity. The Commissioner has the right to publish the names of grant recipients.

V - WORK ENVIRONMENT

Lancaster County shall provide a safe and secure place of work for all individuals receiving or

providing training and shall maintain all legally required health and safety standards.

VI – COMPLIANCE NEB. REV. STAT. §§ 4-108 THROUGH 4-114 (LB 403)

A. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Lancaster County is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

B. ATTESTATION OF CITIZENSHIP OR QUALIFIED ALIEN STATUS

If Lancaster County is an individual or sole proprietorship, Lancaster County must complete the United States Citizenship Attestation Form, attached hereto. If Lancaster County indicates on such attestation form that he or she is a qualified alien, he/she agrees to provide the US Citizenship and Immigration Services documentation required to verify his/her lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Lancaster County understands and agrees that lawful presence in the United States is required and he/she may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

VII - FUNDING/PAYMENT

Receipt of grant proceeds shall be contingent upon compliance with performance standards and procedures set forth in the NWTB Program Guidelines and this agreement. At the sole discretion of the Commissioner, the amounts awarded under this Agreement may be adjusted to reflect actual training provided.

The total amount of grant funds awarded pursuant to this agreement is \$6,300.00. Use of these grant funds is limited to the approved training project. Approval of this amount does not obligate the Commissioner to the approval of additional funds for this training project. A separate application must be made for additional funds.

VIII - RESTRICTION ON USE OF FUNDS

No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

IX - GRANT PROCEEDS

Any violation in the terms of this Agreement by Lancaster County may result in loss of any future payments hereunder and serious violations, such as fraud, misrepresentation or criminal acts, may require repayment for any and all amounts already received in addition to loss of any further payments.

X - TERM OF AGREEMENT

- A. The term of this Agreement shall be from the date of execution of this Agreement through 12/31/2019.
- B. The term of this Agreement may be extended upon the written agreement of the parties.

XI - TERMINATION OF AGREEMENT

This Agreement shall terminate upon the occurrence of any or all of the following:

- A. Exhaustion of designated fund.
- B. Upon thirty days' written notice by the Commissioner that funds are no longer available or appropriated.
- C. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
- D. If Lancaster County is an individual or sole proprietor and his/her lawful presence in the United States cannot be verified as required by Neb. Rev. Stat. §4- 108.

E. Lancaster County provides false information regarding compliance with Article VI above.

F. Expiration of the term of this Agreement.

G. In the event of a default or violation of the terms of this Agreement by Lancaster County or failure to use the funds for only those purposes set forth herein, or failure by Lancaster County to make sufficient progress so as to endanger performance, the NWTB may:

1. Suspension: After ten business days' notice to Lancaster County, suspend this Agreement and prohibit Lancaster County from incurring additional obligations of funds, pending corrective action by Lancaster County or a decision to terminate.
2. Termination: Terminate this Agreement in whole or in part at any time before the date of completion whenever it is determined that Lancaster County has failed to comply with the terms and conditions of this Agreement. The NWTB shall promptly notify Lancaster County in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Lancaster County or recoveries by the NWTB under terminated for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. Lancaster County shall return to NWTB all unencumbered funds. Further, any costs previously paid by the NWTB which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

XII - STRICT COMPLIANCE

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon the written agreement of the parties.

XIII - ASSIGNABILITY

Lancaster County shall not assign, transfer, or convey any right, title, or interest to the proceeds of this Agreement.

XIV - EEO / ADA / DRUG FREE WORKPLACE PROVISIONS

Lancaster County acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

1. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act

of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.

2. Lancaster County and any of its subcontractors with respect to any services performed under this Agreement shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
3. Lancaster County shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy. Lancaster County shall establish and provide proof of its drug free workplace policy. Failure to do so within ten days of the effective date of this Agreement may be just cause for termination of this Agreement by the Commissioner.

XV - MERGER

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

XVI - CONFLICT OF INTEREST

No officer, employee, or agent of the Commissioner of the Nebraska Department of Labor (NDOL) who has or will participate in the selection or the award may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this Agreement.

XVII - ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein.

XVIII - APPLICABLE LAW

Parties to this Agreement shall conform with all existing and applicable city and county

ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance under this Agreement.

XIX - CONTACT REPRESENTATIVES

The parties hereto expressly agree that for the purposes of notice, during the term of this Agreement, and for any period applicable to the terms expressed herein, designate the following named individuals to be contact representatives of the parties:

NDOL:	LANCASTER COUNTY, NEBRASKA:
John H. Albin, Commissioner Nebraska Department of Labor <i>Attn:</i> Steve Porr, NWTB Coordinator 550 South 16th Street P.O. Box 94600 Lincoln, NE 68509-4600	ANN AMES Lancaster County 555 S. 10TH STREET, SUITE 110 LINCOLN, NE LINCOLN, NE 68508
Telephone: (402) 471-9977 FAX: (402) 471-3050	Telephone: (402) 441-7496 ext. FAX: (402) 441-6301

XX - PUBLIC RECORD STATEMENT

This Agreement and all records and documents relating to this grant will be treated as a public record.

Although this document is a public record, any information obtained or utilized in the monitoring and review process, outside of the scope of the initial application and grant application materials, shall be held confidential to the extent allowable by law except as is necessary for proper administration or enforcement of the law.

Grant application and monitoring information shall be held in the office of the administrator of the NWTB.

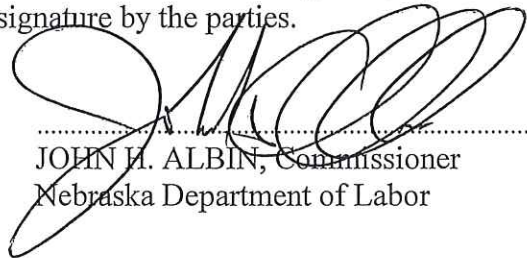
XXI - STAFFING

This Agreement does not create an employment relationship or establish other employment-related rights. The Commissioner shall retain all supervisory responsibility over the NDOL staff providing services required under this Agreement. NDOL services provided shall be scheduled during regular work hours, be subject to the NDOL's availability, and shall, in no event, limit or restrict the NDOL's ability to provide other essential services.

Personnel of Lancaster County and those providing training services are not and will not be considered employees of the NDOL or the State of Nebraska, nor will they be under the supervision of the NDOL. Lancaster County will provide proof of workers' compensation coverage for its employees. The NDOL has no obligation to provide any wages, benefits, insurance or other employment-related coverage for the employees, representatives, guests, or invitees of Lancaster County or those providing training services pursuant to the terms of the grant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.


.....
FEB 08 2019
Date


.....
JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

.....
Date

.....
ANN AMES
LANCASTER COUNTY, NEBRASKA

PREPARED BY AND APPROVED
AS TO FORM AND CONTENT:


.....
KATIE S. THURBER, General Counsel
Nebraska Department of Labor

.....
FEB 08 2019
Date



DEPARTMENT OF LABOR

NEBRASKA WORKER TRAINING PROGRAM
 550 South 16th Street, Lincoln, NE 68509-4600
 Telephone: (402) 471-9977 • Fax: (402) 471-2022

Training Grant Application

Applicant Name: LANCASTER COUNTY, NEBRASKA Short Name: Lancaster County Nebraska UI Account Number: 0160439009 Federal Employment ID Number: 47-6006482 Mailing Address: 555 S. 10TH STREET, SUITE 110 LINCOLN, NE LINCOLN, NE 68508		Contact Name and Title: ANN AMES Phone Number: (402) 441-7496 Ext #: Fax Number: (402) 441-6301 Email: AAMES@LANCASTER.NE.GOV Business Size: <input type="checkbox"/> <100 <input type="checkbox"/> 100-499 <input checked="" type="checkbox"/> 500 or more Business Type: NONPROFIT	
Project Name: LANCASTER COUNTY LEADERSHIP ACADEMY Address of Project Site: 555 S. 10TH STREET, SUITE 110 LINCOLN, NE 68508 Total Number of Workers to be Trained: 25 Accept Lesser Amount: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Total Average Hourly Wage: \$31.25 Total Average Hourly Wage After Training: \$32.03 Project Dates: 1/16/2019 to 12/18/2019 Training Provider Name: VARIOUS PROVIDERS FOR THE MONTHLY PROGRAMS.			
Summary of Project: The Lancaster County Leadership Academy was created to provide professional training and leadership development for emerging leaders. The Academy will meet monthly for one year and will cover a variety of leadership topics but will also work to help participants increase their knowledge of all County operations and ideally create succession planning opportunities for leaders. The program will strengthen individual leaders and also departmental relationships. Need and Purpose of Training: Lancaster County has an aging workforce and will see a large number of retirements from key leaders in the next 1-5 years. This training will help to develop key competencies in upcoming leaders and help to better promote collaboration across all County departments as we move forward.			
Proposed Training Plan: 25 participants who applied to be part of the Lancaster County Leadership Academy class have been selected and will participate in monthly sessions, occurring once per month during 2019. Each monthly session will include the following: <ul style="list-style-type: none"> - Presentations from County officials about the functions of their departments. - Various presentations about leadership topics including the completion of a leadership/learning/personality profile (either Gallup or Myers Briggs). - Leadership presentations will be provided by a variety of speakers from within the community but will include the following topics: performance management, empowering others, team performance, leading during transition, and will be heavily focused on communication topics. Services Provided by Training Provider: Trainings will be provided by Lancaster County Leadership team including all elected officials, department heads, Continuum programming that is provided by Lancaster County Human Resources and the Nebraska Extension educators (also part of Lancaster County). Services Provided by Training Provider Subcontractor(s) (if any): None at this time. Goals and Outcome Measures: The program has the following goals: <ul style="list-style-type: none"> - Provide professional development opportunities for emerging leaders. - Increase understanding and collaboration between departments. - Create succession planning for departments. The success of this program will be measured by the following: <ul style="list-style-type: none"> - Retention of more than two years of program participants. - Succession into leadership roles by program participants as leaders leave the organization. - Program participants will be asked to provide feedback on the programming and quality of speakers. - Post program completion participants will be asked to provide feedback and rate how their interactions with other departments have improved or note improved as a result of their participation in the program. 			
Total Project Funds Requested: \$7,000.00		Budget Plan (Itemization)	
Total Matching Contribution: \$114,000.00		Attach a Line item Breakdown of Funds Requested and Matching Contribution	
COMPLIANCE REQUIREMENT WITH NEB. REV. STAT. §§4-108 THROUGH 4-114 (LB 403, Laws 2009)			
<p>■ The applicant is a business entity, other than an individual or sole proprietor. Applicant understands that it is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act</p>			

of 1996, 8 USC 1324a (known as the E-Verify Program) or an equivalent federal program designated by the US Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The applicant is an individual or sole proprietor. For the purpose of complying with Neb. Rev. Stat. §§4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

-OR-

I am a qualified alien under the federal Immigration and Nationality Act. My immigration status and alien number are as follows:
_____. I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

Printed Name: [first, middle, last]

Signature

Date

Attach a copy of documentation of the types of training, and the identity of the provider and subcontracting provider. Your application must include a signed copy of the provider contract, memorandum of agreement or letter of engagement. Failure to provide supporting documents will result in a decrease in points awarded, and may result in no grant award.

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities • TDD: (800) 833-7352

Information received is subject to public records requirements of *Neb. Rev. Stat. §84-712, et seq.*

(Rev. 11-26-12)



December 31, 2018

Nebraska Department of Labor
Mr. John Albin, Commissioner of Labor
550 S. 16th Street
Lincoln, NE 68509

Dear Mr. Albin,

Please find a grant request on behalf of Lancaster County attached. Lancaster County is respectfully requesting a Worker Training Grant in the amount of \$7,000 to support our newly created Lancaster County Leadership Academy. This new program will provide in-depth leadership training and hands-on professional development for emerging leaders within the County. Lancaster County has an aging workforce and the need for succession planning to ensure the continuity of County operations is great. This program aims to address that need by providing program participants with monthly sessions to learn more about County functions from current leaders and programming specifically related to leadership topics.

Lancaster County has fully committed to supporting and educating emerging leaders with a large investment of time and resources into this program. All program participants will be paid as a regular work day to attend this program which amounts to a staffing investment of over \$75,000 alone. We understand the need to develop and retain our staff is critical.

We sincerely thank you in advance for your consideration and hope that we can partner with you on this mission critical program.

Sincerely,

Ann Ames
Deputy Chief Administrative Officer
Lancaster County

Lancaster County Leadership Academy Budget

A	B	C
Activity	Cost	DOL Request
Personality/Learning Profiles	\$1,500	\$1,500
Speaker Fees \$300 average x 12 months	\$3,600	\$3,600
Personality Profile Book, Leadership book and instructional materials	\$1,200	\$1,200
Tours and Transportation	\$700	\$700
Program Food	\$4,000	0
Program Supplies	\$2,000	0
Staff time and wages	\$84,000	0
Program space and equipment	\$24,000	0
<i>Total Cost</i>	<i>\$121,000</i>	Total Request \$7,000

NEBRASKA WORKER TRAINING PROGRAM

GRANT AGREEMENT INSTRUCTIONS

Agreement Awarding Training Grant

- 1. Agreement Awarding Training Grant:** Please provide signatures on page #8 as the Employer Representative. Return one completed copy (all 8 pages) along with a copy of your drug-free workplace policy.
- 2. Upon completion of training project:** Return the Grant Close-Out form and documentation verifying your training (roster & invoices). No check will be issued until all required documentation (signed copy of the agreement, Drug-free workplace policy, Grant Close-Out form, roster of employees trained and invoices related to training) is returned to the Worker Training Program.
- 3. Return all materials to**
NDOL.WTPHelp@nebraska.gov
Or Mail them to
Nebraska Department of Labor
ATTN: Worker Training Program
550 South 16th Street
Lincoln, NE 68509-4600

If you have any questions please contact the Worker Training Program office at:

NDOL.WTPHelp@nebraska.gov

Or phone (402) 471 - 9977

THANK YOU FOR YOUR PARTICIPATION AND INVOLVEMENT

Information received is subject to public records requirements of Neb. Rev. Statutes Sec. 84-712 et seq.



Equal Opportunity Employer/Program • TDD: 1.800.833.7352
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