

AGREEMENT – FOOD SERVICE AND PREPARATION SKILLS COURSE

This Agreement is entered into this ___ day of _____, 2019, (“Effective Date”) by and between CBM Managed Services, hereinafter referred to as "CBM," and the County of Lancaster, Nebraska, hereinafter referred to as "the County." Collectively the County and CBM may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the County is desirous for CBM to provide for the provision of an on-site food service and preparation skills course for inmates in the custody of the Lancaster County Corrections Department, as described in Attachment A, which is attached hereto and incorporated herein by this reference;

WHEREAS, CBM is willing to provide the County with said services and has the necessary skills, expertise and experience to meet those needs;

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

1. Duration and Termination: The Term of this Agreement shall be from the Effective Date through the earlier of either: (a) one year from the Effective Date; or (b) the date on which the Food Service Agreement for Lancaster County Correctional Facilities, County Contract C-15-0062, is terminated. Either Party shall notify the other Party in writing thirty (30) days in advance of terminating the Agreement. Either Party may terminate the Agreement without penalty by either Party providing advance written notice as provided herein, provided that any ongoing basic Class Session be completed prior to the effective date of termination and also provided that CBM shall be paid for services rendered pursuant to this Agreement up to and through the date of termination.
2. Purpose: The purpose of this Agreement is to provide on-site food service and preparation skills courses to individuals incarcerated within the Lancaster County Corrections Department (“County Corrections”).
3. Program Administrators. Except as otherwise provided herein, this Agreement shall be administered by a program administrator from CBM and a program administrator from the County (the “Program Administrator(s)”). The County hereby designates Brenda Fisher, or her designee, as its Program Administrator under this Agreement. CBM hereby designates Cheryl Ingerslew, or her designee, as its Program Administrator under this Agreement. The Program Administrators shall be directly responsible for making decisions and for administering and managing inmate participation for the provisions of the food services training services. The Program Administrators shall mutually administer this Agreement and agree on the practices, procedures and parameters of utilization as provided herein. The Program Administrator may be changed from time to time by any Party appointing a successor Program Administrator upon no

less than seven (7) days advance written notice to the other Party.

4. CBM shall provide the following services:

a. CBM shall prepare a curriculum for the course, in concert with County Corrections, which curriculum is provided in Attachment B, which is attached hereto and incorporated herein by this reference.

b. CBM shall provide the following basic course Class Sessions: two 2-hour classes per week for five weeks at a date and time to be mutually agreed upon by the Parties through their Program Administrators. The classes must have a minimum of four (4) participants. The classes shall be limited to a maximum of eight (8) participants. CBM shall provide five total Class Sessions during the Term.

c. CBM shall make available a single-session, 2-3-hour Advanced Course Class for those participants who have successfully completed a basic course Class Session. The Advanced Course Class must have a minimum of five (5) participants. The Advanced Course Class shall be limited to a maximum of eight (8) participants. CBM may provide a maximum of five total Advanced Course Classes during the Term.

d. Educators assigned by CBM to teach the classes will be staff members of CBM who have had background checks performed, the results of which meet with the approval of County Corrections.

e. CBM shall provide one (1) trained instructor during all classes.

f. CBM shall provide workbooks and handouts as necessary to conduct each class.

g. CBM shall provide the food products that are deemed necessary by both Parties for each class.

5. The County shall fulfill the following duties:

a. County shall assign and have present at all times corrections staff to supervise the inmates participating in the program.

b. County shall provide adequate meeting space equipped with a white board and markers, television/DVD player, writing utensils, and calculators.

c. County shall facilitate use of County Corrections' kitchen and its equipment for purposes of inmate students gaining hands on practice with the skills being taught.

d. County shall provide cutting boards, tethered chef knives, and tethered paring knives in a quantity sufficient to provide for the needs of the instructor and students.

e. County shall be responsible for paying any City of Lincoln Food Handler Permit exam fees.

6. Compensation:

a. Base Compensation: The County shall pay CBM in the amount of \$1,375 for each five-week basic course Class Session actually taught by trained instructors. The County shall pay CBM in the amount of \$250 for each advanced course class actually taught by a trained instructor.

b. Total Compensation: Total compensation under this Agreement shall not exceed Nine Thousand Seven Hundred Fifty Dollars and No Cents (\$8,125.00). No additional services shall be provided in excess of the services outlined above without the prior express written approval of the Lancaster County Board of County Commissioners. The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including, but not limited to, vacation, overtime, retirement benefits, workers' compensation insurance, and unemployment insurance.

7. Independent Contractor: It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of CBM shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of CBM. CBM and the County shall be responsible to their respective employees for all salary and benefits. Neither CBM's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. CBM shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

8. Assignment: CBM shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without such express written permission shall be absolutely void.

9. Indemnification. To the fullest extent permitted by law CBM shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of CBM, a subcontractor, 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 CBM 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 Section 9. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

11. **Amendments.** This Agreement may only be amended or modified in writing signed by all Parties to this Agreement after the Effective Date.

12. **Further Assurances.** Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the Parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

13. **Execution in Counterparts.** This Agreement may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

14. **Governing Law.** The laws and jurisdiction of the State of Nebraska shall govern any disputes or issues regarding the terms and conditions of this agreement. The Parties further agree that they shall be subject to the jurisdiction of the State of Nebraska.

15. **Severability.** If any portion of this Agreement 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 applicable law.

16. **Equal Employment Opportunity.** Contractor agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

17. **Entire Agreement.** 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 contained herein whether verbal or written.

18. **Third Parties.** 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. The Parties shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than the other Parties to this Agreement.

19. **Insurance.** CBM shall, prior to beginning work, have, maintain, and 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 Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from CBM'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 County being secondary or excess.**

- a. **Certificates.** CBM shall provide certificates of insurance and endorsements evidencing compliance with these requirements. CBM shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the County Attorney. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, CBM shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The Parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.
- b. **Commercial General Liability.** CBM shall have, maintain, and 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 CBM shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of CBM or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.
- c. **Additional Insured (Requires an Endorsement Form).** CBM shall name, and shall provide County an Additional Insured Endorsement Form showing, the County as Additional Insured under CBM's commercial general liability policy.
- d. **Automobile Liability.** CBM shall have, maintain, and 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. **Workers' Compensation; Employers' Liability.** CBM shall have, maintain, and 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. CBM shall name, and shall provide the County with an endorsement for waiver of subrogation showing, that subrogation against County has been waived by on CBM's workers' compensation insurance policy. CBM 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. **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. **Sovereign Immunity.** Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

20. E-Verify. 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.

21. Forbearance Not Waiver. County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

EXECUTED this _____ day of 5/13/2019, 2019, by CBM.

By: DocuSigned by:
Martin C. Synopka, Jr.
DBE52592D58F428...

Title: President

EXECUTED this ____ day of _____, 2019, by Lancaster County.

By: LANCASTER COUNTY BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
this ____ day of _____, 2019.

Deputy County Attorney
for PAT CONDON
Lancaster County Attorney

ATTACHMENT A

PROPOSAL TO LANCASTER COUNTY DEPARTMENT OF CORRECTIONS FOOD SERVICE AND PREPARATION SKILLS COURSE

Course Description: This five-week course will provide incarcerated individuals with fundamental skills in food service and preparation through twenty hours of instruction by a trained instructor. Students will learn basic food service and preparation skills while preparing and cooking common food items during the class sessions. The course is designed to teach skills that can assist students in obtaining employment in the food service industry upon release. Upon successful completion of the course, the student will be eligible to take the City of Lincoln/Lancaster County Food Handler Permit exam.

Course Objectives:

- Provide an understanding of food safety requirements under the Nebraska Health Code;
- Provide an understanding of the reasons sanitation is important;
- Provide hands-on instruction in the proper use of utensils in food preparation, including knife skills;
- Provide hands-on instruction in preparing common food items;
- Provide each student with a Level 2 Food Permit upon release;
- Teach skills that can be utilized by students during regularly scheduled shifts assisting CBM staff;
- Teach skills that can assist students in obtaining future employment;
- Teach life skills that can be utilized by students upon release.

Instructor Qualifications:

- Over eight years of experience in the food service industry;
- Current Nebraska Food Protection Manager permit.

Class Schedule: Two 2-hour sessions per week for 5-weeks.

Enrollment: A minimum of 4 students is required for each course. A maximum of 8 students will be accepted for each course.

Course Supplies: Equipment and food will be provided by Lancaster County Corrections.

Course Fees: \$1,375 per course, which includes materials. Lancaster County Corrections will be responsible for paying any City of Lincoln Food Handler Permit exam fees.

Optional Advanced Course: An Advanced Food Service and Preparation Skills course is available for students that have successfully completed a basic food preparation class. This single session 2-3 hour course will be offered with a minimum enrollment of five students at a course fee of \$250.

ATTACHMENT B

Day 1 - Introduction to Cooking

- Sanitation – Hand Washing
 - When to Wash
 - Where to Wash
 - Importance of Hand Washing
 - Wearing Gloves
- Sanitation – Equipment
 - Importance of Clean Equipment
 - Wiping Down vs Sanitizing
- Sanitation – Work Space
 - Top to Bottom Clean and Sanitize
 - Importance
 - Leave your space better than you found it
- Knives
 - Parts
 - Safety
 - Use the correct knife for the job
 - Chopping, Dicing, Mincing
- Thermometers
 - Checking Temperature
 - Calibrating
- Class Objective – Making Salsa
 - Chop Onion
 - Dice Tomato
 - Mince Peppers and Cilantro
 - Seasonings – Pepper, Salt, Lime Juice, etc.

Following the introduction of Handwashing, Sanitation, and Knives, students will each make their own salsa. Students will review with instructor upcoming topics and have an understanding of expectations and requirements.

Day 2 – Appetizers

- Brief History of an Appetizer
- Raw (Crudités)
- Dipping Sauces
- Class Objective – Making Crudités
 - Peel and Prepare Carrots
 - Peel and Prepare Radishes
 - Peel and Prepare Green Peppers
 - Create a Sauce – Dill Dip

Instructor will demonstrate how to correctly and efficiently clean and prepare several vegetables. Each student will then have the opportunity to do the same. Instructor will elaborate on a variety of vegetables which can be used as appetizers and talk about ways to store prepared vegetables to make work time efficient, not only for the day, but for the week.

Day 3 – Appetizers

- Changes in the Restaurant Industry
- Baked vs Fried
- Dipping Sauces
- Class Objective – Breaded and Fried vs No-Breading and Baked
 - Egg Wash and Bread Crumbs
 - Zucchini – 2 ways
 - Mushrooms – 2 ways
 - Cheese Sticks
 - Onion Rings

Instructor will demonstrate how to efficiently prepare the ingredients and create appetizers using minimal ingredients with fabulous results. Students will prepare ingredients and create delicious appetizers to share.

Day 4 – Salads - Fruit Plate

- Selecting the Perfect Piece of Fruit – what to look for and why
- What types of fruit complement one another
- Creating an Appetizing Plate
- Making a meal of Fruit
 - Preparing Melon
 - Fresh vs Frozen vs Canned vs Dried
 - Cleaning a Berry
 - Edible and Non-edible parts of Fruit
 - Mixing Raw Fruit and Vegetables
 - Adding Protein to make a Meal
 - Keeping things looking good – How to Store
- Class Objective – Make a Plate
 - Adding a Bed for Eye-Appeal
 - Slicing vs Chopping Melons
 - Variety – How much is too Much
 - Sauce for Added Flavor - Yogurt

The students are now building on what they have learned – chopping, dicing, mincing – all of these techniques are being used each week to reinforce their importance. Students are getting the feel for handling their knife and getting comfortable. Students are working on putting together a plate; the cuts have to be similar in order to have the entire plate look appetizing and appealing.

Day 5 – The Familiar First Course – The Salad

- Selecting the right head of lettuce
- Selecting the right type of lettuce
- Cleaning the lettuce
- Chopping, shredding or tearing
- What to add to make it Interesting
- Croutons
- Are you Creating a Meal or a Course
- Italian Dressing (Oil and Vinegar) or Ranch (Creamy)

Everyone goes out to nice restaurant once in a while, starting with a great salad can make all the difference in the world. The instructor will review the different types of lettuce and why they work well individually as well as together. Additionally students will get the chance to add one or two items to make their salad a great first course – in this instance the instructor will review why more is not better. The students will make croutons from a variety of breads and taste which they like best and why. Finally they will make a plate.

Day 6 – Potatoes and Root Vegetables

- Waxy Potatoes – What are they good for and why.
- Starchy Potatoes – What are they good for and why.
- Cauliflower – substitute for potatoes?
- Carrots and Parsnips – They look similar, but what can you do with them?
- Beets – Do they have a purpose?
- Turnips – Should we just eat the top?
- Can all of these work together or do they need to be kept separate?
- Cooking Methods
 - Roasted
 - Boiled
 - Mashed
 - Fried
 - Baked
 - Scalloped
 - Au Gratin
 - Hashed
 - Twice-Baked
- Class Objective – Prep for future class use. Make a baked potato.
 - Make several items into sticks to be fried and baked.
 - Make a foil wrapped potato and a non-wrapped potato.
 - How to make a Potato a Meal.

Potatoes and root Vegetables are incredibly flexible in how you can use them. We will be baking potatoes and tasting the difference, (if there is one) between wrapped and unwrapped potatoes. Having one or two baked or boiled and on hand can make creative side dishes easy to come by. As well as being a side, these items can be prepared as a separate meal. Most importantly, having pre-cooked items makes

meal sides versatile and good enough to share. The final effort will be to make a plate.

Day 7 – Rice, Beans, and Pasta

- What types of Rice are there and where do they come from?
- Why do some types of rice take longer to cook than other types?
 - Parboiled
 - Long Grain
- Did rice really come from China?
- Beans and their role in the vegetarian diet.
 - Navy Beans
 - Black Beans
 - Red Beans
 - White Beans
 - Other Beans
- Explain the difference between canned and dry beans.
- A Brief History of Pasta
- Pasta comes in all kinds of sizes, what's the secret to cooking them.
 - Spaghetti
 - Rotini
 - Lasagna
 - Shells
 - Macaroni
- The Mother Sauces
 - Béchamel
 - Velouté
 - Espanol
 - Hollandaise
 - Mayonnaise

Macaroni and Spaghetti will be cooked, both will be weighed prior to cooking and again after cooking to see the difference occurring with cooked and uncooked pasta. Steamed rice will be furnished to the students and they will create fried rice. During this class, sauces will be discussed and both a red sauce and a white sauce will be created for the pasta. Make a plate.

Day 8 – Eggs

- The incredible edible egg
 - Free-range
 - Yolk color
- Types of Eggs
 - Chicken
 - Duck
 - Quail
- Sizes of Eggs and how to substitute.

- Where did this brown egg come from?
- Main Course
- As an ingredient
- My boiled eggs have an aroma, what is that from?

Eggs are incredibly versatile and full of nutrition. This class will feature boiling of eggs and what to do with your boiled egg once it is done. Students will create both an egg salad and a deviled egg. Slicing of eggs to enhance salads will also be done. Scrambled eggs will be prepared, creating soft and fluffy eggs in lieu of dry, lifeless eggs. Finally, make a plate.

Day 9 – Grill and Fryer Work

- My fryer is smoking, what's up with that?
- How often do I change the oil?
- How important is temperature?
- Is there anything I can't put in a fryer?
- Will water hurt my grease?
- My grill has four knobs, what temperature should they all be set to?
- Can I clean my grill with ice cubes?
- Burgers
 - Fat content
 - Searing
 - Internal Temperature
- Class Objective – Makes Fries and a Burger
 - Slice Onion
 - Slice Tomato
 - Pickles
 - Condiments
 - Know the correct temperature
 - How thick should my burger be?

Our class will focus on grill work and the fryer. Each student will make one hamburger and a serving of homemade French fries. Their plate will consist of hamburger and bun with a variety of condiments and French fries from our left over potatoes from Day 6. Make a plate.

Day 10 – Steaks and Conclusion

- What is resting and why is this important?
- What is the purpose of searing?
- Should I turn my steak with a fork or a spatula?
- How often do I turn my steak?
- Can I poke my steak with my finger to see if it is done?
- Steaks
 - Rare vs Well-Done
 - Type of Steak
 - Marinating

- Striping
- Marbling
- Class Objective – Make a Steak and Steak Fries
 - Make a Steak
 - Make Steak Fries
 - Create a Steak Sauce
 - Garnishing my Plate
- Class Conclusion
 - Show off work from previous classes
 - Explain what worked and what did not
 - Review sample test questions
 - Visit with invited guests

It is steak night and each student will be making a steak for their own consumption with a serving of steak fries from potatoes made on Day 6. Each student will make a sauce to enjoy with their steak and have the opportunity to talk about what they have learned as well as share photos of past creations made during the class. Make your final plate.



CERTIFICATE OF LIABILITY INSURANCE

9/1/2019

DATE (MM/DD/YYYY)

12/27/2018

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

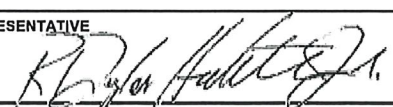
PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS:		FAX (A/C, No.):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER B: Sentry Insurance a Mutual Company</td> <td>24988</td> </tr> <tr> <td>INSURER C: Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER D: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER E: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Gemini Insurance Company	10833	INSURER B: Sentry Insurance a Mutual Company	24988	INSURER C: Sentry Casualty Company	28460	INSURER D: Landmark American Insurance Company	33138	INSURER E: XL Insurance America, Inc.	24554	INSURER F:
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INSURER F:																
INSURED 1364746 Catering By Marlins, Inc. d/b/a CBM Managed Services 500 East 52nd St North Sioux Falls SD 57104																

COVERAGES **CERTIFICATE NUMBER:** 15798503 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	90-18840-06	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Other	Y	N	90-18840-04 (AOS) 90-18840-05 (MA) GVE100207901(1X1)	9/1/2018 9/1/2018	9/1/2019 9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Excess Limit \$ 1,000,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ \$0	N	N	US00086357L118A	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	90-18840-01 90-18840-02 (Retro)	9/1/2018 9/1/2018	9/1/2019 9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Liquor Liability Professional Liability	N	N	90-18840-06 LHM771450	9/1/2018 9/1/2018	9/1/2019 9/1/2019	\$1,000,000/\$2,000,000 \$3,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Lancaster County is included as additional insured with regards General Liability and Auto Liability as required by written contract, provided the written contract was executed prior to the date of loss, and is subject to policy terms, conditions, and exclusions. Waiver of subrogation applies in favor of the Certificate Holder with regards to Workers' Compensation, as required by written contract, provided the written contract was executed prior to the date of loss, and is subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER 15798503 Lancaster County 555 So. 10th Street Lincoln NE 68508	CANCELLATION 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 
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**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT
OR AGREEMENT WITH YOU**

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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:

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The type and amount of insurance provided the additional insured does not exceed that required by the written contract or agreement, subject to your policy provisions and limits of liability. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section III - Limits Of Insurance or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial General Liability Coverage Part to which this endorsement is attached.

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ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION - CONTINUED

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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following 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.

C. 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.

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POLICY NUMBER 90-18840-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

DESIGNATION OF PREMISES (PART LEASED TO YOU):
NAME OF PERSON(S) OR ORGANIZATION(S) (ADDITIONAL INSURED):
ADDITIONAL PREMIUM: \$
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

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

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COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - MANAGERS OR
LESSORS OF PREMISES - CONTINUED

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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) (VENDOR)	YOUR PRODUCTS
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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
 2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

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ADDITIONAL INSURED - VENDORS - CONTINUED

- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -
MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S)	DESIGNATION OF PREMISES
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 their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. 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.

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POLICY NUMBER: 90-18840-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF
LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS(S): Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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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 maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. 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:

- Required by the contract or agreement; or
- 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.

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SENTRY INSURANCE A MUTUAL COMPANY
Carrier Code No. 15571

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-18840-01 00 181

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

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