

AGREEMENT

THIS AGREEMENT is made and entered on this ___ day of _____, 20__ (“Effective Date”), by and between **Trump Memorials and Funeral Services 1600 W O St, Lincoln, NE 68528**, hereinafter referred to as the “Contractor,” and the County of Lancaster, Nebraska, hereinafter referred to as the “County.” Collectively the County and the Contractor may be referred to as “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, pursuant to Neb. Rev. Stat. §§ 68-104 et seq. (Reissue 2018), the County provides medical care and assistance to eligible clients through the Lancaster County General Assistance program; and

WHEREAS, the County has established guidelines for its General Assistance program, including provisions regarding cremations and/or burials as outlined in the County’s “General Assistance Guidelines Including Primary Health Care and Burials,” hereinafter referred to as the “Guidelines”; and

WHEREAS, the County is desirous of contracting with a qualified provider of cremation and burial services as outlined in the Guidelines; and

WHEREAS, the Contractor is qualified to provide the County with cremation and burial services and wishes to contract with the County for the provision of these services in accordance with the obligations and restrictions outlined in Chapter 4 of the Guidelines, which is hereby incorporated into this Agreement by this reference;

NOW, THEREFORE, in consideration of the compensation agreed to be paid to the Contractor and the promises herein contained, the Contractor and the County hereby agree as follows:

1) Term. The Initial Term of this Agreement shall be for one year from the Effective Date. Thereafter, this Agreement will automatically renew for successive one (1) year Renewal Terms unless and until the Agreement is terminated pursuant to Paragraph 14 of this Agreement. The Initial Term and any Renewal Term(s) shall constitute the Term of this Agreement.

2) Purpose. To provide cremation and/or burial services to eligible clients of the County’s General Assistance program as outlined in the Guidelines.

3) Responsibilities of Contractor.

A. Upon pre-approval of the County through the County’s Department of General Assistance to provide financial assistance to a County client for certain allowed cremation services outlined in Section 4:102 1.a through 1.f of the Guidelines, Contractor shall provide to the County’s client those approved and allowed cremation services outlined in Section 4:102 1.a through 1.f of the Guidelines.

B. Upon post-approval of the County through the County’s Department of General Assistance to provide financial assistance

to a County client for certain allowed cremation services outlined in Section 4:102 1.a through 1.f of the Guidelines, Contractor shall deem fully satisfied that client's financial obligation to Contractor for those certain allowed cremation services outlined in Section 4:102 1.a through 1.f of the Guidelines.

- C. The Contractor agrees to (a) furnish all labor, equipment, supplies, superintendence, transportation, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of this Agreement; and (d) execute and complete all services included in and covered by this Agreement.
- D. The Parties expressly agree that the Contractor may subcontract its cremation service responsibilities under this Agreement to Douglas Trade Service and Crematory ("Subcontractor"), 1217 S. 75th Street, Omaha, NE 68124.
- E. The Parties agree that any approval pursuant to Paragraphs 3)A or 3)B shall comply with all applicable provisions of the Guidelines, including but not limited to Section 4:100 of the Guidelines.

4) Compensation. Upon pre-approval or post-approval of the County through the County's Department of General Assistance to provide financial assistance to a County client for certain allowed cremation services outlined in Section 4:102 1.a through 1.f of the Guidelines, Contractor shall invoice County in an amount not to exceed \$800.00 (Eight Hundred Dollars and No Cents) for Contractor's provision to County client of those approved and allowed cremation services outlined in Section 4:102 1.a through 1.f of the Guidelines.

Compensation to Contractor pursuant to this Agreement shall not exceed \$3,500 during the Initial Term or any Renewal Term unless additional expenditures are agreed upon in a written amendment to this Agreement executed subsequent to the Effective Date of this Agreement.

The Contractor agrees that it shall not be paid for such services, duties, and functions until Contractor has provided to County such services, duties, and functions. The amounts provided herein shall constitute full and complete compensation to Contractor for all services rendered to County. The Parties agree that compensation is not, nor shall it be deemed, a retainer.

It is understood and agreed that the amounts stated herein shall represent total reimbursement for the services, duties, and functions provided pursuant to, and all other requirements of, this Agreement.

5) 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. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

6) No Augmentation. The total business conducted between the Contractor and the estate of the decedent and/or responsible relatives shall not exceed the scope of services authorized in this Agreement.

7) Participation. By signing and returning this Agreement, the Contractor acknowledges that other contractors may also participate in the County Cremation/Burial plan as pursuant to the Guidelines. There is no guarantee that work will be equal among participating firms. The Parties agree that this Agreement does not constitute an exclusive requirements contract between County and Contractor for the services described herein.

8) Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor'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. Contractor 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. The Contractor shall not be deemed to be an employee of the County and shall not be entitled to any benefits made to County employees.

9) Assignment. Except for the use of Subcontractor as provided in Paragraph 3.B of this Agreement, Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.

10) Hold Harmless. To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, 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, including but not limited to any claims, damages, losses or expenses attributable to violation of civil rights, bodily injury, sickness, disease or death, or injury to or destruction of tangible or intangible property, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, 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 the Contractor shall be prorated based on the extent of the liability of the Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a Party or person described in this Paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

11) 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.

12) Equal Employment Opportunity. Contractor agrees that in providing services

pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, youth, 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.

13) Termination. This Agreement may be terminated at any time without penalty by either Party giving thirty (30) days written notice to the other Party. Should either Party materially breach this Agreement, the other Party shall notify the breaching Party of the material breach in writing and the materially breaching Party will have fifteen (15) days to cure the material breach. If the material breach is not cured within fifteen (15) days, the other Party may, at its discretion, terminate the Agreement immediately upon written notice to the breaching Party. This Agreement also may be terminated by County in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the party. In the event of unavailability of funds to pay any amounts due under the Agreement, the County shall immediately notify the Contractor, and the Agreement shall terminate without penalty or expense to the County..

14) Insurance. The Contractor 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 on the Project or 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 the Contractor'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) Workers' Compensation. The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.

(b) Commercial General Liability. The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the Contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

(c) Automobile Liability. The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

(d) Professional Liability. The Subcontractor shall have, maintain, and provide proof of Errors and Omissions or Professional Liability insurance, covering damages arising out of negligent acts, errors, or omissions committed by Subcontractor in the performance of any portions of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Subcontractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed.

(e) Additional Insured. Contractor shall provide an Additional Insured Endorsement form or other proof showing the County as additional insured for commercial general liability and auto liability. The form or other proof shall be as is acceptable to the County.

(f) Certificates. The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements 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 provided shall not constitute a waiver of this requirement.

(g) Minimum Scope of Insurance. All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage is 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.

(h) Sovereign Immunity. Nothing contained in this Paragraph or other Paragraphs of this Agreement shall be construed to waive the Sovereign Immunity of the County.

(i) The Contractor shall be responsible for ensuring that all subcontractors, including the Subcontractor, have met the same insurance requirements provided for in this Agreement before and during the time any work is done pursuant to this Agreement, as well as any insurance requirements relating solely to Subcontractor.

15) 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. If either Party brings against the other Party any proceeding arising out of this Agreement, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

16) Employee Verification. 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 Paragraph pursuant to the requirements of state law and 8 U.S.C. § 1324b. Contractor shall require any subcontractor, including Subcontractor, to comply with the provisions of this paragraph.

17) Entire Agreement. The Parties hereby agree that this Agreement, together with the other documents hereinabove mentioned, constitute the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the parties whether verbal or written, regarding the subject matter herein.

18) Compliance with Law. Contractor agrees to comply with all related applicable local, state, and federal laws in its performance of this Agreement.

19) Force Majeure. Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.

20) Capacity. The Undersigned hereby agrees and represents that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to the terms and conditions of this Agreement.

EXECUTED by Contractor this 22 day of MAY, 2019.

By: *Greg Jensen*

Title: *Sec. Treas.*

“The Undersigned”

EXECUTED by County this _____ day of _____, 2019.

APPROVED AS TO FORM THIS
_____ day of _____, 2019.

LANCASTER COUNTY, NEBRASKA
A Political Subdivision, County

For Pat Condon
County Attorney

By: _____

CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY

NATIONWIDE MUTUAL INSURANCE COMPANY
DES MOINES, IA 50391-2000

Policy Number: ACP BA 7203466006	
Policy Effective From 06/15/2018 To 06/15/2019 12:01 A.M. Standard Time	
Transaction Effective 12/21/2018 12:01 A.M. Standard Time	
Named TRUMP MEMORIALS INC Insured:	
Mailing Address: 1600 W O ST LINCOLN, NE 68528-1273	Premium ADDITIONAL \$
Agency: UNICO GROUP INC 26 04591-029 002 1128 LINCOLN MALL STE 200 43 LINCOLN NE 68508-2878 (402)434-7200	Total: \$

			Premium
CHANGED	POLICY GENERAL	13	\$ 0.00
CHANGED	INSURABLE INTEREST-LANCASTER COUNTY INTEREST TYPE FROM: AI TO: DI		

CA2001P	DELETED FORM (10/13) LESSOR - ADDITIONAL INSURED AND LOSS PAYEE	14	\$ 0.00

CA2048	ADDED FORM (10/13) DESIGNATED INSURED	15	\$ 0.00

MAY 16 2019

** THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT. **

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s): LANCASTER COUNTY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**BUSINESS AUTO
DECLARATIONS**

04591

NATIONWIDE MUTUAL INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

Amended Declarations

12/21/2018

Policy Number: **ACP BA 7203466006**

Item One

Policy Period From **06/15/2018** To **06/15/2019** 12:01 AM Standard Time at the mailing address below

Named Insured: **TRUMP MEMORIALS INC**

Mailing Address: **1600 W O ST
LINCOLN, NE 68528-1273**

Agency Name: **UNICO GROUP INC** **26 04591-029 002 43**
Agency Address: **LINCOLN NE 68508-2878** **(402)434-7200**

Form of Business **CORPORATION**

In return for the payment of the premium, and subject to the terms of this policy, we agree with you to provide the insurance stated in this policy.

Item Two Schedule of Coverages and Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto or Motor Carrier Coverage Form next to the name of the coverage.

Coverage	Covered Autos	Limit and Deductible - the most we will pay for any one accident or loss	Premium
LIABILITY	1	1,000,000	4,240.00
PERSONAL INJURY PROTECTION			No Coverage
MEDICAL PAYMENTS	7 19	See State Schedule	239.00
UNINSURED MOTORISTS	7 19	See State Schedule	570.00
UNDERINSURED MOTORISTS (WHEN NOT INCL IN UNINSURED MOTORISTS)			No Coverage

COMPREHENSIVE COLLISION	7	Actual Cash Value or Cost of Repair Minus the Deductible in Item Three or Item Four	824.00 1,252.00

Estimated Basic Premium	\$	7,125.00
Estimated Assessments and Surcharges	\$	
Estimated Total Premium	\$	7,125.00

PVDECP1 (09-13) 00

EBW130

L6DP

2019133

INSURED COPY

ACP BA 7203466006

933864731

43

0001375

**STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
NATIONWIDE MUTUAL INSURANCE COMPANY (16195)**

Issued by: 1100 LOCUST ST DEPT 1100 DES MOINES, IA 50391-2000

Policy No: ACP WC 72 0 3466006

CHANGE EFFECTIVE 06/15/18

Printed On 05/15/19

1. Name of Insured: **TRUMP MEMORIALS INC**
And
Mailing Address: **1600 W O ST
LINCOLN**

NE 685281273

Intra-State ID:

260048902

Agent : **UNICO GROUP INC
LINCOLN NE**

**43 26 04591 029
685082878**

EFFECTIVE DATE OF ENDORSEMENT: **06/15/18** AT 12:01 A.M.

THE FOLLOWING CHANGES HAVE BEEN MADE:

**YOUR POLICY HAS BEEN UPDATED TO ADD WAIVER OF SUBROGATION
FOR LANCASTER COUNTY, EFFECTIVE 12/21/18.**

THIS ENDORSEMENT FORMS A PART OF THE POLICY, ISSUED BY **NATIONWIDE MUTUAL INSURANCE CO,**

TO WHICH IT IS ATTACHED AND TAKES EFFECT AS OF THE EFFECTIVE DATE ABOVE.

NOTHING HEREIN CONTAINED SHALL BE TO VARY, WAIVE, ALTER, OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OF DECLARATIONS OF THE POLICY, OTHER THAN HEREIN STATED.

IN CONSIDERATION OF **AN ADDITIONAL PREMIUM OF**

\$ 105.00

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED IS AMENDED TO READ AS FOLLOWS.

STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

NATIONWIDE MUTUAL INSURANCE COMPANY (16195)

Issued by: 1100 LOCUST ST DEPT 1100 DES MOINES, IA 50391-2000

INFORMATION PAGE

Policy No: **ACP WC 72 0 3466006**

as ChangedOn **06/15/18**

Printed On **05/15/19**

1. Name of Insured: **TRUMP MEMORIALS INC**
 See Schedule of Named Insureds
 Mailing Address: **1600 W O ST**
LINCOLN NE 685281273 Intra-State ID: **260048902**

Agent: **UNICO GROUP INC** 43 26 04591 029
LINCOLN NE 685082878

Producer: **TONY L RASMUSSEN**

Federal ID 1.) **470819326** 2.) **470466219** 3.) 4.)

Other Workplaces:

The insured is a(n) Individual: Partnership: Corporation: **X**

Limited Liab Co: Other:

2. The policy period is from 12:01 AM standard time on **06/15/18** to **06/15/19** at the insureds mailing address.

3. Coverage.

A. Workers Compensation Insurance: Part One applies to the Workers Compensation Law of the states listed here: **NEBRASKA**

B. Employers Liability Insurance: Part Two applies to work in each state listed in 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	500,000	each accident
Bodily Injury by Disease	500,000	each employee
Bodily Injury by Disease	500,000	policy limit

C. Other States Insurance: Part Three applies to the states listed here:
All states except North Dakota, Ohio, Washington, Wyoming.

D. This policy includes these endorsements and schedules:
SEE ATTACHED SUPPLEMENTAL INFORMATION PAGE.

Misc. Policy Information	Sub Total:	\$	PREMIUM 5,202.00
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Experience Mod: **0.950**

Sub Total Including Credit/Debit: \$ **3,608.00**

Prior Policy: **ACP WC 7293466006**

Premium Discount:	
Expense Constant:	\$ 240.00
Premium for Terrorism and Catastrophe:	\$ 49.00

Minimum Premium: \$ **1,225.00**

Total Estimated Premium: \$ **3,897.00**

Adjustment of premium shall be made **Annually**

Deposit Premium: \$ **3,897.00**

.090 X 003897 .070 X 000000 .050 X 000000 .050 X 000000

Commission: \$ **350.73**

Underwriter: **43 - ZZ** Countersigned by:

Date

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

Schedule of Named Insureds

ITEM 1

POLICY NO **ACP WC 72 0 3466006**

Ins No.	Named Insured	Type of Entity	FEIN
001	#TRUMP MEMORIALS INC	CP CORPORATION	470819326
002	#MOON & SUN MONUMENT CO INC	CP CORPORATION	470466219
003	HANSEN, MARK	IN INDIVIDUAL	470819326
004	HANSEN, DARCY	IN INDIVIDUAL	470819326

STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

NATIONWIDE MUTUAL INSURANCE COMPANY (16195)

Issued by: 1100 LOCUST ST DEPT 1100 DES MOINES, IA 50391-2000

SCHEDULE

Policy No: ACP WC 72 0 3466006

State ID. No.

4. Premium.

All information required below is subject to verification and change by audit.

Experience Mod: 0.950

NEBRASKA		OPERATIONS -		Estimated	Rates	Estimated
Loc No.	Classification of Operations	Code No.	Estimated Total Remuneration	Per \$100		Policy Premium
001	STONE CUTTING OR POLISHING NOC & DRIVERS	1803	7,085	13.28	\$	941.00
001	CLERICAL OFFICE EMPLOYEES NOC	8810	41,113	0.22	\$	90.00
001	CONCRETE OR CEMENT WORK--FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS--& DRIVERS	5221	44,561	7.56	\$	3,369.00
001	SALESPERSONS OR COLLECTORS--OUTSIDE	8742	83,200	0.61	\$	508.00
001	FUNERAL DIRECTOR & DRIVERS	9620	6,000	1.15	\$	69.00
001	WAIVER OF SUBROGATION	0930	If Any	0.05	\$	150.00

State Premium For Part One - Total: \$ 5,127.00

State Part Two Total: \$ 75.00

State Sub Total: \$ 5,202.00

State Sub Total Including Credit/Debit: \$ 3,608.00

State Premium Discount: \$

State Expense Constant: \$ 240.00

Premium for Terrorism and Catastrophe: \$ 49.00

State Sub Total: \$ 3,897.00

WCDS (2-80) (WC000001)

NATIONWIDE MUTUAL INS CO

**SUPPLEMENTAL INFORMATION PAGE
WORKERS COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number: **ACP WC 7203466006**

Policy Period: From **06/15/18** To **06/15/19**

Named Insured: **TRUMP MEMORIALS INC**

Form	Date	Title
WC000000C	0115	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000313	0484	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC000404	0484	PENDING RATE CHANGE ENDORSEMENT
WC000414	0790	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419	0101	PREMIUM DUE DATE ENDORSEMENT
WC000421D	0115	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC000422B	0115	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC000424	0117	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC260402	0195	NEBRASKA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
WC260601C	0796	NEBRASKA CANCELATION AND NONRENEWAL ENDORSEMENT
----- IMPORTANT NOTICES -----		
IN5017	0593	IMPORTANT NOTICE
IN7812	0115	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
IN8012	1116	IMPORTANT NOTICE
11317	0611	IMPORTANT NOTICE - WORKERS' COMPENSATION DEDUCTIBLE AVAILABILITY
14784	1117	CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM WORKERS COMPENSATION

WC END (01-93) (WC000001)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in item 3.A of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

NE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Endorsement No.
Insured

Policy No.
Premium \$

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
NE	0.018	\$ 33

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule		
State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
NEBRASKA	Estimated State Premium	Two (2) Times

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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 anyone not named in the Schedule.

Schedule

**LANCASTER COUNTY
555 SOUTH 10TH ST
LINCOLN, NE 68508**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 04-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

LANCASTER COUNTY GENERAL ASSISTANCE
3131 O ST STE 2106
LINCOLN NE 68510

Relationship to the Named Insured:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE
CREMATION OF BODIES BY THE NAMED INSURED ON BEHALF OF THE LANCASTER
COUNTY GENERAL ASSISTANCE PROGRAM.

A. The following is added to Paragraph C. Who is an Insured:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury" or "property damage" liability arising out of your ongoing operations performed for that Insured or premises owned by or rented to you.

B. This insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the additional insured named above.

C. The following exclusion is added to Paragraph B. Exclusions:

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 site 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.

Insured:

DOUGLAS TRADE SERVICE &
CREMATORY INC
1217 S 75TH ST
OMAHA NE 68124

Place of Issue:

FEDERATED MUTUAL INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

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BP-F-239 (09-08)

Policy Number: 8043139

Transaction Effective Date: 01-16-2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNERAL SERVICES PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

A. The following is added to the Businessowners Liability Coverage Form:

1. The following is added to Paragraph A. Coverages:

4. Coverage Extension - Funeral Services Professional Liability

a. Insuring Agreement

(1) We will pay those sums that the insured becomes legally obligated to pay as damages because of "professional liability" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "professional liability" to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any claim or "suit" that may result. But:

(a) The amount we will pay for damages is limited as described in Paragraph d. Limits of Insurance; and

(b) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(2) This insurance applies to: "professional liability" only if the "professional liability" is caused by a "professional incident" that takes place in the "coverage territory" during the policy period.

(3) This policy does not apply to, and the Company shall have no

duty to defend, any claim seeking damages for "professional liability" that occurred before the policy period, regardless of whether that "professional incident" is also deemed to have occurred during the policy period of this policy.

(4) Paragraph A.1.f. Coverage Extension - Supplementary Payments also applies to Professional Liability Coverage.

b. Exclusions

This insurance does not apply to:

(1) "Property damage" or "personal and advertising injury". However, this exclusion does not apply to:

(a) "Property damage", including the cost of labor, material or services furnished or arranged by you to deceased human bodies or cremated remains thereof, the clothing or personal effects, or any casket, urn, vault or like container, whether or not arising out of the use of vehicles, while in your care, custody or control in your professional capacity as a "funeral functionary" and not for the purpose of advertising, display or sale; or

(b) "Property damage" to property of others which is in the care, custody or control of the Insured on the cemetery premises for the purpose of cremation or burial; or

- (c) "Property damage" arising out of vandalism or malicious mischief to any columbarium, mausoleum, monument, tombstone, memorial, marker or structure on any grave site.
 - (2) Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.
 - (3) Any liability arising out of any dishonest, fraudulent, criminal or malicious act or omission of the insured.
 - (4) "Professional liability" that may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.
 - (5) Loss arising out of an insured's representations or omissions regarding:
 - (a) Interest rates; or
 - (b) Future premium payments or market value of "insurance products"; or
 - (c) The ownership, formation, creation, administration, operations or insolvency of any Self-Insurance Program, Risk Retention Group and/or Risk Purchasing Group formed under the Federal Liability Retention Act of 1981 and 1986 as amended or any amendment thereto, Multiple Employer Trust, Multiple Employer Welfare Arrangement, or any pool syndicate, association or other combination formed for the purpose of providing insurance or benefits, if not fully funded by an insurance product.
 - (6) Any liability arising from the receipt, investment or distribution of funds for which the insured, or any one else, acts in a fiduciary capacity.
 - (7) Claims made against an insured arising out of the insured's activities as third party administrator of any plan, whether insured or self-insured and whether or not the insured performs such activities.
 - (8) "Professional liability" arising out of the willful violation of a penal statute or ordinance committed with the knowledge or consent of any insured. This exclusion does not apply to any act done in good faith at the request of a public official having apparent authority to require or permit such act.
- c. Persons Insured**
- (1) Section C. Who Is An Insured does not apply to Professional Liability Coverage.
 - (2) For "professional liability", the following are insureds:
 - (a) You; and
 - (b) Any "funeral functionary" you employ, hire or contract with, are insureds while performing duties related to the conduct of your business.
- d. Limits of Insurance**
- Paragraph D.2. Liability Limits of Insurance is deleted and replaced by the following:
- 2. The most we will pay for the sum of all damages because of all:
 - a. "Bodily injury", "property damage", and medical expenses arising out of any one "occurrence";
 - b. "Personal and advertising injury" sustained by any one person or organization; and
 - c. Other injury arising out of any one "occurrence" or "professional incident"
 is the Liability limit shown in the Declarations.

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e. Duties in the Event of an Act, Error or Omission, or Claim or Suit

For purposes of the coverage provided under this Coverage Extension, Paragraph E.2. Duties in the Event of Occurrence, Offense, Claim or Suit Liability General Conditions is deleted and replaced by the following:

- (1) You must see to it that we are notified as soon as practicable of a "professional incident" which may result in a claim. To the extent possible, notice should include:
 - (a) How, when and where the "professional incident" took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "professional incident".
- (2) If a claim is made or "suit" is brought against any Insured, you must:
 - (a) Immediately record the specifics of the claim or "suit" and date received; and
 - (b) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) You or any other involved insured must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (b) Authorize us to obtain records and other information;
 - (c) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- (4) No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

f. Additional Definitions

When used in this Coverage Extension, the following words have special meaning:

- (1) "Suit" means a civil proceeding in which money damages because of "professional liability" to which this insurance applies are alleged. "Suit" includes:
 - (a) An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent;
 - (b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - (c) An appeal of a civil proceeding.
- (2) "Bodily injury" means bodily injury, sickness or disease, including mental anguish, sustained by a person, including death resulting from any of these at any time.
- (3) "Funeral functionary" means a licensed Cremationist, Embalmer, Funeral Director or Mortician, including an intern, resident trainee or apprentice while training under the license of one of the aforementioned, engaged in providing professional services on your behalf.

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- (4) "Insurance product" means any life insurance policy or other insurance product used to fund funeral and burial expenses.
- (5) "Professional incident" means:
 - (a) A negligent act, error or omission or malpractice in furnishing or failing to furnish professional services as a "funeral functionary"; or
 - (b) A negligent act, error or omission arising out of the sale or transfer of cemetery lots or other places used for burial; or
 - (c) A negligent act, error or omission that contributes to the vandalism or malicious mischief to a columbarium, mausoleum, monument, tombstone, memorial, marker or structure on any grave site; or
 - (d) A negligent act, error or omission arising out of insurance sales of "insurance products" to fund funeral services.

All related negligent acts, errors, omissions or malpractice in furnishing or failing to furnish professional services shall be deemed one "professional incident".

- (6) "Professional liability" means "bodily injury" or damage arising from a "professional incident".

- 2. Paragraph 1.j. Professional Services of B. Exclusions does not apply to any coverage provided by this Coverage Extension.

- B. The following provisions apply to the Businessowners Common Policy Conditions:

The following is added to Paragraph H. Other Insurance:

- 4. Professional Liability Coverage is primary. Our obligations are not affected unless any other insurance is also primary. Then, we will share with all that other insurance by the method described in a. or b. below:
 - a. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
 - b. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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BP-F-158 (09-03)

Policy Number: 6043139

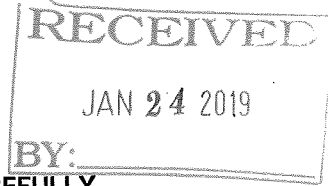
Transaction Effective Date: 01-16-2019

Third Party Copy

RECEIVED
JAN 24 2019
BY: _____

AH001001 - 0344

#BWNDHBS
#CENTPRTOWATXXXX4#
LANCASTER COUNTY GENERAL ASSISTANCE
3131 O ST STE 2106
LINCOLN, NE 68510-1534



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

LANCASTER COUNTY GENERAL ASSISTANCE
3131 O ST STE 2106
LINCOLN NE 68510

Relationship to the Named Insured:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE CREMATION OF BODIES BY THE NAMED INSURED ON BEHALF OF THE LANCASTER COUNTY GENERAL ASSISTANCE PROGRAM.

A. The following is added to Paragraph C. Who is an Insured:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury" or "property damage" liability arising out of your ongoing operations performed for that insured or premises owned by or rented to you.

B. This insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the additional insured named above.

C. The following exclusion is added to Paragraph B. Exclusions:

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 site 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.

Insured:

DOUGLAS TRADE SERVICE &
CREMATORY INC
1217 S 75TH ST
OMAHA NE 68124

Place of Issue:

FEDERATED MUTUAL INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200