

**JUVENILE JUSTICE PREVENTION FUNDS
GRANT CONTRACT:**

THIS GRANT CONTRACT is made and entered into by and between the **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Sponsor**", and **Girl Scouts Spirit of Nebraska**, a non-profit corporation, hereinafter referred to as "**Grantee**". Sponsor or Grantee may be referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, the Grantee has established Juvenile Justice Outreach program to aid in the establishment and provision of community-based services for youth prior to them entering our juvenile justice system and

WHEREAS, the Sponsor desires to expend Juvenile Justice Prevention Funds, for this purpose;

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

1. Purpose: The purpose of this Grant Contract is to ensure that Grantee continues operating the Juvenile Justice Outreach program ("the Project"), as described in Attachment "A", attached hereto and hereby incorporated by this reference, as a service to the community.

2. Scope of Services: In exchange for partial funding of the Project, the Grantee agrees to perform for the community throughout the Term the Services described in Attachment "B" attached hereto and hereby incorporated by this reference.

3. Project: Grantee agrees that it shall expend the funds granted hereunder only for the purposes of continuing the Project authorized in Paragraph 1 above and to perform the Services described in Paragraph 2 above.

4. Term: The Term of this Grant Contract shall be for the following period:

(a) if the Date of Sponsor Execution is later than July 1, 2019, then the Term shall be from the Date of Sponsor Execution through June 30, 2020; or

(b) if the Date of Sponsor Execution is on or before July 1, 2019, then the Term shall be from July 1, 2019, through June 30, 2020.

Sponsor shall not be liable for any costs incurred prior to the beginning, or after the

conclusion, of the Term.

5. Grant: In order to assist the Grantee in financing the cost of the Project described in Paragraph 1 above during the Term, the Sponsor shall make a Grant in the amount of \$8,500.00 (Eight Thousand Five Hundred Dollars), from Grant Funds.

6. Project Budget: A Project Budget shall be prepared and maintained by Grantee. The Project Budget shall detail all costs for which the Grant will be used during each calendar month of the Term. The Project Budget must be approved in writing by the Project Monitor. Grantee shall carry out the Project and shall incur costs and make disbursements of funds provided hereunder by the Sponsor only in conformity with the Project Budget. The current approved Project Budget is contained in Attachment B. Said Project Budget may be revised from time to time, but no Project Budget or revision thereof shall be effective unless and until the same is approved in writing by Project Monitor. The funds granted under this Grant Contract cannot be used to supplant (replace) other existing funds.

7. Account Procedures and Records:

(a) Grantee shall establish for the Project one or more separate accounts that shall be approved by the Project Monitor. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said account or accounts shall be referred to herein collectively as "the Project Account."

(b) Grantee shall appropriately record in the Project Account, and deposit in a bank or other corporate fiduciary, all grant payments received from the Sponsor pursuant to this Grant Contract.

(c) Grantee shall charge to the Project Account all costs of the Project in accordance with the Project Budget. The Grantee shall not charge any costs to the Project Account that:

- (i) exceed the Project Budget; or
- (ii) are not contained in the Project Budget.

Sponsor shall not be liable for any such Unauthorized Costs, directly or indirectly.

(d) All costs charged to the Project Account shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Any cost not properly supported as provided herein shall be deemed an Unauthorized Cost for which Sponsor shall not be liable, directly or indirectly.

(a) Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee, stating in proper detail the purpose for which such check or order is drawn. Any cost related to a check or order not drawn as provided herein shall be deemed an Unauthorized Cost for which Sponsor shall not be liable, directly or indirectly.

(b) All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Grantee.

(c) Grantee may not charge as direct or indirect costs against the Project Budget the costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions. Any such costs shall be deemed Unauthorized Costs for which Sponsor shall not be liable, directly or indirectly.

8. Payment of Grant: On or before the 30th day following the close of each calendar quarter that falls within the Term, Grantee shall submit an invoice to Project Monitor detailing all Project Account costs for the prior three calendar months, to the extent that the prior three calendar months fall within the Term, along with all supporting documentation and support therefor, as described in Paragraph 7 of this Grant Contract. Costs contained in untimely, unsupported, or otherwise incomplete invoices shall be deemed Unauthorized Costs, for which Sponsor shall not be liable, directly or indirectly.

Grantee's invoices submitted hereunder shall be handled as all other claims against the Sponsor. No payment shall be made for Unauthorized Costs.

The Sponsor shall authorize payment for Grantee's invoices only after Project Monitor assures the Sponsor in writing that Services rendered by Grantee prior to the date of making the claim were performed in accordance with the Grant Contract, and that all costs conform to the Project Budget. Such assurance shall include the submission of all supporting documentation and support for costs as described in Paragraph 7 of this Grant Contract.

9. Reports: Grantee shall report data on program outcomes on a semi-annual basis. Such reporting shall be submitted on the report form provided by Sponsor. Grantee shall submit reports to the Project Monitor on or before the following report due dates:

For the period of July through December, due on or before January 15

For the period of January through June, due on or before July 15.

When a report due date falls on a holiday, Saturday, or Sunday, the report shall be due on or before the last working day before the report due date.

10. Audit and Inspection: Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the Grant Contract and Project provided herein. Grantee shall submit one copy of its annual independent audit to the Sponsor or its designated representative within thirty (30) days of receipt of such audit. Grantee is aware of the requirements imposed on them by Federal laws, including but not limited to applicable Federal statutes, regulations, executive orders, and administrative guidance. Grantee will meet the audit requirements of 2 CFR 200 if it expends \$750,000 or more in Federal awards during Grantee's fiscal year. All records related to this Grant Contract shall be retained for five (5) years from the date of the annual independent audit conducted pursuant to this Paragraph, unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

11. Project Monitor: The Project shall be monitored by the Sponsor through the Director of the Lincoln-Lancaster County Human Services Department ("Project Monitor"). In the event of noncompliance with this Grant Contract by Grantee, the Project Monitor shall report said noncompliance to the Lancaster County Board for further action which may include termination of the Grant Contract.

12. Lancaster County Comprehensive Juvenile Services Community Plan: Grantee shall participate in all Plan Activities associated with the development and implementation of the Lancaster County Comprehensive Juvenile Services Community Plan. Specifically, the Plan includes: identifying local data that support the existence of the need; identifying priorities that include defining a problem that affects juveniles at risk or those already involved in the juvenile justice system; identifying evidence based or research based programs and practices for addressing the community priorities; identifying clear strategies for each priority; and identifying how each program or service will be measured. The required Plan Activities are described in Attachment B. Failure to comply with this requirement shall constitute a breach of this Grant Contract.

13. Contract of Grantee: Grantee shall provide the Project Monitor with written notice before Grantee executes any subcontract or obligates itself in any other manner with any third party with respect to the Project described in Attachment "A".

14. Not Discriminate: In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment

practices. In the event a federal or state court or administrative agency makes a finding of discrimination against Grantee after a due process hearing, Grantee shall forward a copy of the finding to Project Monitor. Grantee shall be required to comply with 28 CFR 42.301 et seq. to formulate an Equal Employment Opportunity Program (EEOP).

15. Sponsor Not Obligated to Third Parties: This Grant Contract is not intended to, and does not, create any rights or benefits on behalf of any person other than the Parties to this Grant Contract. Sponsor shall not be obligated or liable hereunder to any person other than the Grantee.

16. Prohibited Interests: Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project provided herein, or any property included or planned to be included in the Project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

17. Nonperformance: In the event the Grantee fails to perform the duties outlined in Attachment "A" or fails to meet any of the requirements outlined in this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to perform, and this Grant Contract shall terminate immediately upon such notice. Upon receipt of such notice, Grantee shall immediately surrender to Project Monitor or Project Monitor's designated representative any balance remaining in the Project Account. Grantee shall be liable to Sponsor for immediate repayment of any unauthorized expenditure of funds from Project Account. Grantee shall be compensated pursuant to the terms of this Grant Contract for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget.

18. Severability: If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

19. Lack of Funding: The Parties recognize that the compensation provided for in this Grant Contract depends on budget approval and appropriations of sufficient grant funds by the Lancaster County Board of County Commissioners ("Grant Funds"). The Parties further recognize that the Sponsor may terminate this Grant Contract in whole or in part immediately upon written notice to Grantee if grant funds do not receive sufficient budget approval or appropriations. The date Project Monitor sends the written notice of termination shall be the date of termination. The Grantee understands and agrees that the Sponsor shall not provide for funding under this Grant Contract from the Lancaster County General Fund, tax revenue, or any other source, and that the sole source of funding for this Grant Contract shall be approved and appropriated Grant Funds. In the event that Grant Funds do not receive sufficient budget approval or appropriations, the Grantee shall be compensated pursuant to the terms of this Grant Contract for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget.

Grantee agrees that Grantee has no reasonable expectation of payment for unauthorized costs, or for payment of any kind from any other source. The Grantee further understands and agrees that any costs not covered by the current Grant Contract are not authorized.

20. Termination:

(a) This Grant Contract may be terminated by Sponsor for lack of funding as provided in Paragraph 19 above.

(b) This Grant Contract may be terminated by either Sponsor or Grantee for breach of the terms of this Grant Contract. The Sponsor may terminate the Contract for breach as provided in Paragraph 17 above. Upon breach by Sponsor, Grantee shall provide Sponsor written notice of such breach and shall provide Sponsor 30 days to cure the breach. During the cure period, both Parties shall continue to perform under the Grant Contract. If, after 30 days, Sponsor has failed to cure the breach, Grantee may terminate the Grant Contract immediately upon written notice to Sponsor.

(c) This Grant Contract may be terminated by Sponsor for convenience upon 30 days written notice to Grantee. Grantee shall be compensated pursuant to the terms of this Grant Contract for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget.

21. Independent Contractor: It is the express intent of the Parties that this Grant Contract shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Grant Contract, shall be deemed to be independent contractor(s) during the entire term of this Grant Contract or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Grant Contract. Grantee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Grant Contract. It is the express intent of the Parties that this Grant Contract shall not create an agency relationship between the Parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

22. Hold Harmless: To the fullest extent permitted by law the Grantee shall indemnify, defend, and hold harmless the Sponsor, its elected officials, officers, employees, agents, consultants, and employees, from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, to 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 Grantee, a subcontractor of Grantee, 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 Grantee 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 Sponsor.

23. Insurance Requirements: The Grantee shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the Sponsor, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the Sponsor, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the Sponsor prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Grantee'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 Sponsor being secondary or excess.**

a) **Workers' Compensation:** The Grantee 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 Grantee shall provide the Sponsor with an endorsement for waiver of subrogation. The Grantee 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 Contract.

b) **Commercial General Liability:** The Grantee 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 Grantee shall provide an additional insured endorsement acceptable to the Sponsor. The required insurance must include coverage for all projects and operations of Grantee or similar language that meets the approval of the Sponsor, which approval shall not be unreasonably withheld.

c) **Automobile Liability:** The Grantee 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) **Additional Insured:** An Additional Insured endorsement shall be provided to Sponsor naming Sponsor as additional insured under the commercial general liability policy and automobile liability policy.

e) **Certificates:** The Grantee shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Grantee'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 Grantee shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of Sponsor to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

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 clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the Sponsor.

24. Employee Verification: In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Grantee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this Paragraph pursuant to the requirements of state law and 8 U.S.C. § 1324b. Grantee shall require any subcontractor to comply with the provisions of this Paragraph.

25. Forbearance Not Waiver: Sponsor's failure or neglect to enforce any of its rights under this Grant Contract shall not be deemed to be a waiver of Sponsor's rights.

26. Counterparts: This Grant Contract may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

EXECUTED by Grantee this 16th day of May, 2019.

Girl Scouts Spirit of Nebraska

A Non-profit Corporation, Grantee

BY: Frances A. Marshall

NAME: Frances A. Marshall

TITLE: Chief Executive Officer

Demorbert
Witness

EXECUTED by Sponsor this _____ day of _____, 20_____, the "Date of Sponsor Execution."

APPROVED AS TO FORM THIS _____ day of _____, 20_____.

LANCASTER COUNTY, NEBRASKA
A Political Subdivision, Sponsor

BY: David A. Derbin
for PAT CONDON
Lancaster County Attorney

Digitally signed by David A. Derbin
DN: cn=David A. Derbin, o=Lancaster County,
ou=Lancaster County Attorney's Office,
email=dderbin@lanaster-ne.gov, c=US
Date: 2019.06.12 08:59:57 -0500

BY: _____
Roma Amundson, Chair
Lancaster County Board of Commissioners

ATTACHMENT A

PURPOSE

The purpose of this Grant Contract is to ensure the Grantee continues operating the Juvenile Justice Outreach program. The Juvenile Justice Outreach program provides Leadership Experience programming for girls entering the juvenile justice system and bridges together the schools, families, foster care and Girl Scouting in a multi-disciplinary collaboration.

SCOPE OF SERVICES

Grantee: Girl Scouts

The Grantee will provide the following services;

- Maintain a budget of \$8,500
- Serve 125 girls who are identified as having had interaction with the Juvenile Justice Department and are at high risk of continued occurrences
- Meet weekly with Bryan Community, Lancaster Youth Detention Center, Lighthouse, WICS Home for Girls, and CEDARS
- Focus on community and civic investment, life skills, positive relationships, and conflict resolution
- Collect accurate data and submit quarterly reports to Project Monitor on a timely basis
- Notify Project Monitor of any changes to the program
- Attend quarterly JDAI Review Committee meetings

APPROVED BUDGET

Category	Amount
Personnel	
Salary for Outreach Specialist	\$ 4,785.00
Volunteer Development Opportunity	\$ 40.00
Volunteer Financial Assistance	\$ 100.00
Personnel Total	\$ 4,925.00
Consultants/Contracts	
Group Speakers	\$ 50.00
Consultant/Contracts Total	\$ 50.00
Travel	
Mileage	\$ 250.00
Van Rental	\$ 50.00
Gas for Vans	\$ 25.00
Travel Total	\$ 325.00
Operating Expenses	
Snacks	\$ 200.00
Girl Financial Assistance	\$ 2,000.00
Program Supplies	\$ 1,000.00
Operating Expenses Total	\$ 3,200.00
TOTAL	\$ 8,500.00

Lock**Add Page**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2018

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 UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Cynthia Reinsch	
	PHONE (A/C, No, Ext): (402)434-7200 FAX (A/C, No): (402)434-7272 E-MAIL ADDRESS: creinsch@unicogroup.com	
INSURED Girl Scouts-Spirit of Nebraska 2121 South 44th Street Omaha NE 68105	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Casualty Company	
	INSURER B: First Dakota Indemnity Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18/19 All lines (Rev) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			KKO22347000	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY 19 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			KKO22346900	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			XKO22347100	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC020-0007700-2019A	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lancaster County is an Additional Insured on the General Liability and Auto policy as respects to Girl Scouts-Spirit of Nebraska activities. Primary and Non-Contributory applies to the General Liability. Waiver of Subrogation applies to the Workers' Compensation.

CERTIFICATE HOLDER

CANCELLATION

Lancaster County 555 S. 10th Street Ste. 107 Lincoln NE 68508	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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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO0000022347000	10/01/18	GIRL SCOUTS - SPIRIT OF NEBRASKA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCOUT COUNCIL— COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and coverage provided by this endorsement. These coverages apply separately to each of your premises described in the Declarations.

If you purchase additional limits for any of these coverages at a specified location, the limits shown below will apply in excess of the insurance purchased separately. We will not pay more under this endorsement than the Limits of Insurance shown below under the Summary of Additional Coverages or Summary of Coverage Amendments and Extensions.

Summary of Additional Coverage

LIMITS OF INSURANCE	SUBJECTS OF INSURANCE
\$1,000,000 per occurrence	Damage to Premises Rented to You
\$ 25,000	Emergency Real Estate Consultant Fee
\$ 25,000	Identity Theft Expenses
\$ 50,000	Key Individual Replacement Cost
\$ 2,500	Lease Cancellation Moving Expense
\$ 2,500	Supplementary Payments—Bail Bonds
\$500 per day	Supplementary Payments—Loss of Earnings
\$ 25,000	Temporary Meeting Space
\$ 25,000	Terrorism Travel Reimbursement
\$ 25,000	Workplace Violence Counseling

Summary of Coverage Amendments and Extensions

SUBJECTS OF INSURANCE
Aircraft Chartered With Pilot
Definition of "Bodily Injury" and "Personal and Advertising Injury" Redefined
Excess Medical Payments—Athletic Activities Participants-Sponsored Activities
Expected or Intended Injury—"Property Damage" exception
Non-Owned Watercraft Less Than Seventy-Five (75) Feet In Length
Primary and Non-Contributory Insurance—Additional Insureds Required by Written Contract
Property Damage to Property of Others—Girls Scout Sponsored Activities
Unintentional Errors and Omissions
Waiver of Right of Recovery When Required By Contract
Who Is An Insured to Include Any Person or Organization When Required By Written Contract Prior to Loss

I. Coverage Amendments

A. Paragraph 2.a. Exclusions of SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Paragraph 2.g.(2) Exclusions of SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by:

(2) A watercraft you do not own that is:

- (a)** Less than seventy-five (75) feet long; and
- (b)** Not being used to carry persons or property for a charge;

C. The following is added to paragraph 2.g. Exclusions of SECTION I—COVERAGES, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- 1.** Chartered by, loaned to, or hired by you with a paid crew;

2. Not owned by any insured; and

3. Used to carry any person or property for a charge.

D. The following is added to Exclusion 2.j. Damage to Property of SECTION 1—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs **(4)** and **(6)** of this exclusion do not apply to "property damage" to property of others caused by "your work" in connection with scouting activities or operations sponsored by your Scout Council.

E. Paragraphs 2.b. and c. Exclusions of SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY are replaced by:

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material,

whose first publication took place before the beginning of the policy period;

- F. With respect to Medical Payments—Athletic Activities—Excess Insurance For Participants in Activities Sponsored By You, the following amendments apply:

1. Paragraph **2.e., Athletic Activities**, of **SECTION I, COVERAGE C MEDICAL PAYMENTS** is deleted.
2. The following is added to paragraph **4.b. Excess Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over that part of any other insurance that provides coverage for medical payments that are incurred by any member of a scouting organization and its volunteers who are participants of a supervised and approved activity sponsored by your council.

- G. Paragraphs **1.b.** and **d.** of **SUPPLEMENTARY PAYMENTS—COVERAGES A** and **B** section are replaced by:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

- H. Paragraph **3.a.** of **SECTION II—WHO IS AN INSURED** is replaced by:

- a. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier.

- I. The following is added to **SECTION II—WHO IS AN INSURED**:

Any person or organization to whom you are obligated by virtue of a valid written contract to provide insurance as is afforded by this policy, but only with respect to liability arising out of your activities or operations.

- J. The following is added to subparagraph **a. Primary Insurance** of paragraph **4. Other Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part be afforded on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured for a loss we cover, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed;

subsequent to the signing and execution of that contract or agreement by you.

- K. The following conditions are added to paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Knowledge of the "occurrence," offense, claim or "suit" by the agent, servant, or "employee" of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the "occurrence," offense, claim or "suit."

Failure by the agent, servant or "employee" of an insured (other than an officer, manager or partner) to notify us of an "occurrence" shall not constitute a failure to comply with Items **a.** and **b.** of this condition.

- L. The following are added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Unintentional Error or Omission

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

Waiver of Right of Recovery

We waive all rights of recovery when you have agreed to waive your rights of recovery when required by a written contract. However, this provision only applies if the written contract was executed prior to the date of the "occurrence."

M. Paragraphs 3. and 14. of SECTION V—DEFINITIONS are replaced as follows:

3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.

14. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution or abuse of process;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Any publication of material, including but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

N. Broadened Coverage—Damage to Premises Rented to You

1. The word **fire** is replaced with the phrase **fire, lightning, explosion, smoke and leaks from sprinklers** where it appears in:
 - a. SECTION I, Coverage A, 2. Exclusions, j. Damage to Property;

b. SECTION I, Coverage A, 2. Exclusions, last paragraph;

c. SECTION III, Limits of Insurance, Item 6.; and

d. SECTION IV, Conditions, 4. Other Insurance, Item b.(1)(a)(ii).

2. The limit of Insurance applicable to Damage to Premises Rented to You is \$1,000,000 unless a higher limit is specified on the Declarations.

II. Additional Coverages:

A. The following are added to the SUPPLEMENTARY PAYMENTS—COVERAGES A AND B section:

We will pay, in addition to our Limits of Insurance:

Emergency Real Estate Consultant Fee (\$25,000 Aggregate)

We will reimburse you up to \$25,000 in any one policy year for any realtor's fee or real estate consultant's fee required by the Named Insured's need to relocate due to the imminent danger of loss of life or harm to occupants of the Named Insured's premises scheduled on the Declarations.

Identity Theft Expense

1. Coverage

We will pay for reimbursement of any present director or officer of the Named Insured for "identity theft expenses" incurred as the direct result of any "identity theft" occurring, discovered and reported during the policy period.

2. Limit of Insurance

We will pay up to \$25,000 as a Limit of Insurance.

3. "Identity theft" means the act of knowingly transferring or using, without lawful authorization, the identity of any officer or director of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

4. "Identity theft expenses" means:

- a. Costs of notarizing documents required by financial institution or similar creditors as testaments to fraud.

- b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar creditors.
- c. Loan application fees for re-applying for loan(s) when the original application is rejected solely because of incorrect credit information.

Key Individual Replacement Expenses

We will reimburse you up to \$50,000 as a Limit of Insurance per policy year for "key individual replacement expenses" for expenses incurred by the Named Insured to replace the Chief Executive Officer or Executive Director if that officer or director suffers an injury during the policy period which results in the loss of life during the policy period.

"Key Individual Replacement Expenses" means:

1. Costs of advertising the employment position opening;
2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

Lease Cancellation Moving Expenses

We will reimburse the Named Insured up to \$2,500 for moving expenses incurred when moving is made necessary by the cancellation of a lease at premises occupied by the Named Insured and described in the Declarations.

Temporary Meeting Space

We will reimburse you up to \$25,000 as a Limit of Insurance in any one policy year under this for expenses incurred due to the temporary unavailability of the Named Insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Expenses will be reimbursed only for the rental of temporary meeting space required for meeting with parties who are not insured under this Policy.

Terrorism Travel Reimbursement

We will reimburse you up to \$25,000 as a Limit of Insurance in any one policy year for "emergency travel expenses" incurred by a director or officer of the Named Insured due to the occurrence of a "certified act of terrorism."

"Emergency travel expenses" are additional travel expenses incurred to re-schedule comparable transport due to the cancellation of scheduled transport within forty-eight (48) hours of a "Certified Act of Terrorism."

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in that Act for a "certified act of terrorism" include the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

Workplace Violence Counseling

We will reimburse you up to \$25,000 as a Limit of Insurance in any one policy year for expenses you incur for counseling "employees" of the Named Insured when that counseling is necessary due to an incident of "workplace violence."

"Workplace violence" means the intentional use of, or threat to use deadly force by any person with the intent to cause harm and that results in bodily injury or death of a person while on the Named Insured's premises.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO0000022347000	10/01/18	GIRL SCOUTS - SPIRIT OF NEBRASKA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSMISSIBLE PATHOGEN ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following provisions supersede any other policy endorsement or policy language which excludes or provides coverage for bacteria-related or virus-related "bodily injury," with the exception of endorsement CG 21 35, Exclusion—Coverage C—Medical Payments, unless endorsed to the policy.

Coverage provided under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to apply to "bodily injury" caused by a "transmissible pathogen" emanating from premises you own, rent or occupy and arising out of the Named Insured's operations.

For purposes of this endorsement, "transmissible pathogen" is defined as a specific causative agent (as a bacterium or virus) of disease which results in "bodily injury" as a direct result of inhalation, ingestion, or other contact emanating from premises owned, rented or occupied by the Named Insured. "Transmissible pathogen"

includes, but is not limited to, E. coli bacteria, salmonella bacteria, and hepatitis viruses.

For purposes of this endorsement, **SECTION III—LIMITS OF INSURANCE** is amended as follows:

Subject to the Aggregate Limit shown below in this endorsement, the Each Occurrence Limit for "bodily injury" caused by a "transmissible pathogen" is \$1,000,000. All "bodily injury" first manifesting itself within seventy-two (72) hours of the first manifestation of an outbreak shall be deemed to arise from the same "occurrence" and shall be subject to a single \$1,000,000 Each Occurrence Limit.

The Aggregate Limit for "bodily injury" caused by a "transmissible pathogen" is \$2,000,000 per policy period. The Aggregate Limit is the most we will pay for all such damages regardless of the number of "occurrences" during the policy period.

AUTHORIZED REPRESENTATIVE

DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THOSE DESIGNATED PERSONS OR ORGANIZATIONS ON FILE WITH US UNLESS SPECIFICALLY DECLINED. RECEIVERS; INTERESTS FROM WHOM LAND HAS BEEN LEASED. WITH RESPECT TO AN ADDITIONAL INSURED OWNER AND/OR LESSOR OF PREMISES, THIS INSURANCE DOES NOT APPLY TO STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION OPERATIONS PERFORMED BY OR FOR THAT PERSON(S) OR ORGANIZATION(S); ANY DESIGN DEFECT OR STRUCTURAL MAINTENANCE OF THE PREMISES; OR ANY PREMISES DEFECT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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:

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.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO0000022346900	10/01/18	GIRL SCOUTS - SPIRIT OF NEBRASKA	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Those additional insured required by written contract and on file with the company unless specifically declined.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II—COVERED AUTOS LIABILITY COVERAGE, paragraph **A.1., Who Is An Insured** is amended to include as an "insured" the person or organization shown in the Schedule as an "insured" but only with respect to liability arising out of your operations.

AUTHORIZED REPRESENTATIVE

DATE

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

Effective	Expiration	Persons	Organization
1/1/2019	1/1/2020		Lancaster County

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	1/1/2019 12:00:00 AM	Policy No.	WC020-0007700-2019A	Endorsement No.	0
Insured	Girl Scouts Spirit of Nebraska			Premium	\$20,003
Insurance Company	First Dakota Indemnity Company	Countersigned by	_____		