

**AN AGREEMENT BETWEEN LANCASTER COUNTY AND THE
LINCOLN/LANCASTER COUNTY CHILD ADVOCACY CENTER**

THIS AGREEMENT is entered into by and between the County of Lancaster, hereinafter referred to as "County", and the Child Advocacy Center, a non-profit corporation of the State of Nebraska located at 5025 Garland Street in Lincoln, Nebraska, and hereinafter referred to as the "Center".

WHEREAS, the **Lancaster County Sheriff**, pursuant to Nebraska Revised Statute Section 23-1710 (Reissue 1997) and 28-713 (Reissue 2012) is responsible for investigating crimes against children within this jurisdiction; and

WHEREAS, the **Lancaster County Attorney's Office** pursuant to Nebraska Revised Statute 23-1201 (reissue 1997), is responsible for prosecuting crimes against children in Lancaster County; and

WHEREAS, the Center provides a safe, child friendly environment for interviews and medical examinations of children who are suspected to be victims of child abuse in Lancaster County; and

WHEREAS, the Center has agreed to conduct interviews and medical examinations of child abuse victims to aid law enforcement and prosecutors in their investigations of child abuse crimes.

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

1. The Center agrees to provide the following services to the County:
 - a. Forensic interviews of child abuse victims or child witnesses to aid in gathering essential facts useful for the investigation and criminal prosecution of crimes against children.
 - b. On-site medical examinations of children not needing emergency medical care, who are alleged to have been victims of sexual abuse or physical abuse with bodily injury.
 - c. Provide ongoing victim advocacy and support for child victims and non-offending family members to locate services in the community and help in providing a safe home for the child.
 - d. Prepare child victims and witnesses for court appearances through its Court School program.
 - e. Provide professional training and support in the area of child abuse investigations and child interviewing.
 - f. Provide support groups and mental health services on-site for child victims and non-offending family members.
 - g. Any other use of the Center's facilities and program that are deemed necessary in aiding law enforcement and prosecutors in their investigation of child abuse crimes.
 - h. Child Advocacy Center employees performing the work as outlined above will also provide any necessary testimony for the County in related law enforcement cases.

2. The County agrees to compensate the Center for the services outlined above on an annual basis. For the 2019-2020 contract year, the total amount of compensation shall be \$20,000 (Twenty thousand dollars): Ten thousand (\$10,000) of which will come from the Lancaster County Attorney's Office budget and Ten thousand (\$10,000) of which will come from the Lancaster County Sheriff's Office budget.
3. Payment for services shall be made every six months in arrears. The County will only reimburse the Center for services rendered and upon submission of documentation that services have been provided as outlined in this agreement. The compensation provided to the Center by the County is not intended to be in the form of a retainer nor shall it take the form of a retainer.
4. The term of this Agreement shall be a one-year period, beginning October 1, 2019 and ending September 30, 2020. Thereafter, this Agreement may be renewed upon mutual agreement of the parties. The parties shall renegotiate the amount of funding for each subsequent year.
5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and Center, or any employee or other person acting on behalf of the Center in the performance of this Agreement, shall be deemed to be an independent contractor during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Center for the duration of this Agreement. The Center shall be responsible for all salary and benefits payable under this Agreement and Center's employees shall not be entitled to any salary from the County or the benefits made available to County employees, including, but not limited to, overtime, vacation, retirement benefits, worker's compensation, sick leave or injury leave. The Center shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.
6. Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or property, including any resulting loss of use. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
7. Worker's Compensation Insurance.

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

General Liability Insurance.

Contractor shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage

which may arise from operations under this Agreement whether such operations be by Contractor or any one directly or indirectly employed by them.

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
Automotive Liability	\$1,000,000 Combined Single Limit

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster county as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notices of cancellation, non-renewal of any material reduction of insurance coverage.

8. The parties shall not discriminate against any employees or applicants for employment because of age, race, color, religious creed, ancestry, disability, sex or marital status.
9. The Center maintains a drug free workplace in that the Center does not allow drug or alcohol use, delivery or possession by employees or volunteers during work hours or at the work site. Disciplinary action will be taken against employees or volunteers if this policy is not adhered to and all employees and volunteers have read and agreed to abide by the Center's Drug Free Workplace Policy.
10. The Center shall not assign its duties and responsibilities under this Agreement without written permission of the County.
11. This agreement may be terminated at any time by either of the parties giving thirty (30) days written notice.
12. This Agreement may be amended by writing signed by both parties.

EXECUTED BY THE CHILD ADVOCACY CENTER this 31 day of Mar, 2020.

BY: 
Lynn E. Ayers, Executive Director
Child Advocacy Center

EXECUTED BY THE STATE OF NEBRASKA, this _____ day of _____, 20_____.

BY: _____
Chair, Lancaster County Board of
Commissioners

APPROVED AS TO FORM

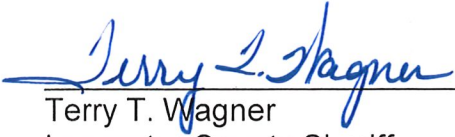
This _____ day of _____, 20_____

Pat Condon

Lancaster County Attorney

APPROVED AS TO FORM

This _____ day of _____, 20_____



Terry T. Wagner

Lancaster County Sheriff

POLICY NUMBER: MPA0000096869L

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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):	Location(s) Of Covered Operations
City of Lincoln/Lancaster County	All Locations
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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SFM Mutual Insurance Company
 Workers' Compensation and Employers' Liability Policy

Waiver Of Our Right To Recover From Others Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on **12/11/2018** at 12:01 A.M. standard time, forms a part of Policy **044065.209** issued to **Lincoln/Lancaster County Child Advocacy**.

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

This waiver of subrogation endorsement applies to the state of Nebraska

City of Lincoln, Lancaster County

555 S 10th St Lincoln NE 68508

Waiver of subrogation for address listed above has an estimated charge of 5% of the applicable manual premium, with a minimum premium of \$100. At audit the actual payrolls for this project will be obtained and the 5% charge will be adjusted accordingly.

Please keep separate payrolls records for this project available at the time of audit

Payroll Period: 12/11/2018 to 12/11/2019

Class/Description	Payroll	Rate	Premium
8810 Clerical Office Employees Noc	0	0.16	0
8864 Social Service Organization	0	1.63	0
Totals	0		0