

## GRANT CONTRACT AMENDMENT

This Amendment is hereby entered into by and between **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision, hereinafter referred to as “**Sponsor**”, and **CLYDE MALONE COMMUNITY CENTER** a nonprofit corporation, hereinafter referred to as “**Grantee**”, for the purpose of amending the Grant Contract dated November 13, 2018, executed under County Contract No. C-18-0701 (“**Contract**”), for the Leadership Academy for Young Men program, which Contract is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is July 1, 2018 through June 31, 2019; and

WHEREAS, Sponsor shall not be liable for any costs incurred prior to the beginning, or after the conclusion, of the Term, as amended; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase in the amount of \$4,458.43; and

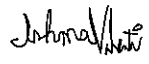
NOW THEREFORE, in consideration of the mutual covenants contained in the Contract, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) Sponsor shall not be liable for any costs incurred prior to the beginning, or after the conclusion, of the Term, as amended.
- 2) The parties hereby amend the Contract to reflect a price increase in the amount of \$4,458.43.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns, and shall be effective upon execution by both parties.

EXECUTED by Grantee this 26 day of August, 2019.

**CLYDE MALONE COMMUNITY CENTER,**  
Grantee

By:   
Ishma Valenti - Director Teen Programing  
Name, Title

Digitally signed by Ishma Valenti  
Date: 2019.08.26 15:43:09  
-05'00'

EXECUTED by Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LANCASTER COUNTY, NEBRASKA**  
A Political Subdivision, Sponsor

Approved as to form this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
for Pat Condon  
Lancaster County Attorney

By: \_\_\_\_\_  
Roma Amundson, Chair,  
Lancaster County Board of Commissioners

Client#: 46061

CLYDE1

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
07/17/2019

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


<b>PRODUCER</b> INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	<b>CONTACT NAME:</b> Jen Bryant
	<b>PHONE (A/C, No, Ext):</b> 402.483.4500 <b>FAX (A/C, No):</b> 402.483.7977 <b>E-MAIL ADDRESS:</b> jbryant@insproins.com
<b>INSURED</b> Clyde Malone Community Center PO Box 80723 Lincoln, NE 68501-0427	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Philadelphia Insurance Co. <b>NAIC #</b> 18058
	<b>INSURER B:</b> SFM Mutual Insurance Co <b>11347</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **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 SUBR INSR / 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1989822	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1989822	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB679665	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		064806204	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 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)  
 City of Lincoln and/or Lancaster County are named Additional Insured and have waiver of subrogation on the workers compensation policy.  
 City of Lincoln and/or Lancaster County are named as Additional Insured.

<b>CERTIFICATE HOLDER</b> City of Lincoln &/or Lancaster County 555 South 10th Street Lincoln, NE 68508	<b>CANCELLATION</b> 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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Philadelphia Indemnity Insurance Company

Additional Insured Schedule

**Policy Number:** PHPK1989822

Additional Insured

City of Lincoln and/or Lancaster County  
555 S 10th St  
Lincoln, NE 68508-2803

CA2048 - NE - Veh #0 - MANUSCRIPT ENDORSEMENT - AUTO

Additional Insured

City of Lincoln and/or Lancaster County  
555 S 10th St  
Lincoln, NE 68508-2803

CG2010 - General Liability

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 and/or Lancaster County	
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.

However:

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

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Clyde Malone Community Center

**Endorsement Effective Date:** 07/01/2019

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):** City of Lincoln and/or Lancaster County

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

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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

CA2048 - City of Lincoln/Lancaster County

The following is added per form CA2048 - Designated Insured for Covered Autos Liability Coverage with respect to leased vehicles:

City of Lincoln and/or Lancaster County  
555 S 10th St  
Lincoln, NE 68508

All other terms and conditions of this Policy remain unchanged.



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 **01/01/2019** at 12:01 A.M. standard time, forms a part of Policy **064806.205** issued to **Clyde Malone Community Center**.

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

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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: 01/01/2019 to 01/01/2020

Class/Description	Payroll	Rate	Premium
7380 Drivers, Chauffeurs & Their He	0	5.28	0
7720 Police Officers & Drivers	0	2.26	0
8869 Child Day Care Center--Profess	0	1.02	0
9063 Ymca, Ywca, Ymha Or Ywha, Inst	0	0.84	0
<b>Totals</b>	<b>0</b>		<b>0</b>