

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 "**County**" and **Matt Talbot Kitchen & Outreach**, hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, the Contractor wishes to assist the County with its transitional housing program for Lancaster County's Sentence Conversion - Reentry Program participants; and

WHEREAS, the County desires to expend Bureau of Justice Assistance federal grant funds, from the Department of Justice, Office of Justice Programs, Award 2017-CZ-BX-0009 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 Contract is to provide funding for Contractor's transitional housing program located at 5003 Walker Street, Lincoln, NE for at least six (6) Lancaster County Sentence Conversion - Reentry Program participants ("the Project"). The transitional housing program provides participants housing to help individuals move from incarceration, homelessness, and/or addiction to a stable living environment before living independently.

2. Scope of Services: The Contractor shall provide the following services, duties, and functions:

- a. Transitional housing for at least six (6) Lancaster County Sentence Conversion - Reentry Program participants. The County will send Contractor a referral when a participant needs placed. Contractor shall place participant within three (3) business days of the referral.

In the event the Contractor has difficulties with a participant, Contractor shall contact the County to review the referral and relocate the participant if necessary. County has five (5) business days to relocate the participant at issue.

- b. A live-in house manager that may be a part of the Reentry Program and is selected and supervised by the Contractor. The County shall not be responsible for the direct payment of any wages, insurance or

fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance.

- c. Various voluntary support services including, but not limited to, case management to help with daily living skills, relapse prevention support, and assistance in finding and securing employment.
- d. Twenty-four (24) hour access to the transitional house for County's Department of Community Corrections staff.

3. Project: Contractor agrees that it shall expend the funds granted hereunder only for the purposes authorized in Paragraph 1 above.

4. Grant: In order to assist the County in financing the cost of the Project, the Department of Justice, Office of Justice Programs, awarded the County \$170,001.00 of federal grant funds.

5. Term: The term of this Grant Contract shall be from October 1, 2019, through September 30, 2021 with the option to renew for an additional one (1) year term upon mutual written consent by both parties. Any unencumbered balance remaining on Project Account upon termination shall be returned to County.

6. Account Procedures and Records:

(a) Contractor shall establish for the project one or more separate accounts which shall be approved by the County, or its designated representative. Said account or accounts shall be maintained within Contractor's existing accounting system or set up independently. Said accounts are referred to herein collectively as "Project Account."

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

(c) 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.

(d) Any check or order drawn by Contractor with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with the invoice on file in the office of Contractor, stating in proper detail the purpose for which such check or order is drawn. 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 Contractor.

7. Payment of Grant: Contractor shall be compensated \$60,000 per Contract Year for services provided and \$50,000 in the 2019-2020 Contract Year, October 1, 2019, through September 30, 2020, to furnish the transitional house. The compensation shall be invoiced as follows:

Contractor shall charge the County \$9,167 per month during the first quarter, October 1, 2019 through December 31, 2019, of the 2019-2020 Contract Year. Contractor shall charge the County \$27,500 per quarter for the remaining three quarters, January 1, 2020 through September 30, 2020, during the 2019-2020 Contract Year. Costs are not to exceed \$110,001 for the 2019-2020 Contract Year without express prior consent of the Lancaster County Board of Commissioners.

Contractor shall charge the County \$15,000 per quarter during the 2020-2021 Contract Year, October 1, 2020 through September 30, 2021, and any renewal term. Costs are not to exceed \$60,000 for the 2020-2021 Contract Year and any renewal term without express prior consent of the Lancaster County Board of Commissioners.

For purposes of this Contract, "Contract Year" shall mean the twelve-month period from October 1 of one calendar year through September 30 of the subsequent calendar year. For purposes of this Contract, a "quarter" shall mean each period of three consecutive calendar months during the Term of this Contract ending on December 31, March 31, June 30, and September 30.

On or before the 15th of each month for the first quarter of the 2019-2020 Contract Year, October 1, 2019 through December 31, 2019, Contractor shall submit an invoice to the Project Monitor detailing the costs incurred the previous month. Thereafter, starting the second quarter of the 2019-2020 Contract Year, January 1, 2020 through March 31, 2020, and each following quarter in both the 2019-2020 Contract Year, the 2020-2021 Contract Year, and any renewal term, on or before the 30th day following the close of each quarter, Contractor shall submit an invoice to the Project Monitor detailing the costs incurred for the prior three calendar months.

The County will make payment to Contractor within thirty (30) days of the date of the invoice. Payment of each claim will be made by the County only after Project Monitor assures the County in writing that services rendered by Contractor prior to the date of making the claim were performed in accordance with the Grant and completed in a timely manner. Contractor understands and agrees that advance payments will not be made and Contractor must submit a proper invoice for services already rendered prior to the issuance of payment by the County.

The parties estimate the award is sufficient to support the project. County will not be liable for any payment in excess of the award, as outlined in Paragraph 4. Additional payments made hereunder must be consistent with the project goals. Costs contained in untimely, unsupported, or otherwise incomplete invoices shall be deemed Unauthorized Costs, for which the County shall not be liable, directly or indirectly.

8. Audit and Inspection: Upon reasonable request, Contractor shall permit and shall require its agents and employees to permit the County 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 Contractor pertaining to the grant and project provided herein. Contractor shall submit two copies of its annual independent audit to the County or its designated representative within thirty (30) days of receipt of such audit. If funds are from a Federal Grant, the County will inform the Contractor of the Catalog of Federal Domestic Assistance title and number, award name and number, award year and name of federal agency. County will provide this information to the best of its ability if information is not available. Contractor is aware of the requirements imposed on them by Federal laws, regulations. Contractor will meet the audit requirements of Circular No. A-133 if it expends \$500,000 or more in Federal awards during Contractor's fiscal year.

9. Project Monitor: The project shall be monitored by the County through its designated representative, the Lancaster County Department of Community Corrections. Upon reasonable request, the County and its designated representative shall be provided such financial and program service reports as they shall deem necessary during the contract period. Based upon these reports and upon her observations of the operation of the project, the Lancaster County Department of Community Corrections shall submit reports required by County, containing its review of the progress of the project. In the event of noncompliance with this Agreement by Contractor, the Project Monitor shall report said noncompliance to the Lancaster County Board for further action which may include termination of the agreement. The Contractor's designated representative and project monitor, who is authorized to perform or cause to be performed, and otherwise administer this Grant Contract is Kim Etherton, Director of Lancaster County Department of Community Corrections.

10. Non-assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

11. Not Discriminate: In its performance of this Grant Contract, the Contractor shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability with respect to provision of services, and shall not discriminate on the basis of race, sex, national origin, religion, age, marital status, or disability in its employment practices, except to the extent that Contractor is considered a religious organization that has a right to make employment decisions based on religious

criteria in furtherance of its religious objectives pursuant to applicable law.

12. County Not Obligated to Third Parties: County shall not be obligated or liable hereunder to any party other than the Contractor. It is the express understanding of the parties that this grant contract is solely funded by federal grant funds. The Contractor agrees to hold the County harmless for any and all damages and costs that are not eligible for reimbursement by federal funds.

13. Prohibited Interests: Neither Contractor 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 Contractor during his tenure or for one year thereafter has any financial interest, direct or indirect.

14. Nonperformance: In the event the Contractor fails to perform the duties outlined in Paragraph 2 or fails to meet any of the requirements outlined in this contract, during the term of this Grant Contract, then and upon the happening of such event, County shall give written notice to Contractor of such failure to perform, and the Grant Contract shall terminate upon such notice. Contractor shall immediately surrender to County or its designated representative any balance remaining in the Project Account. Contractor shall be liable to County for immediate repayment of any unauthorized expenditure of funds from Project Account.

15. 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.

16. Lack of Funding: The parties recognize that the compensation provided for in this agreement is based upon grant funds from the U.S. Department of Justice, Office of Justice Programs. The parties further recognize that the County may terminate the agreement immediately if grant funds are no longer available. The Contractor understands and agrees that the County shall not provide for funding under this agreement from the County General Fund. The Contractor shall be compensated for services authorized prior to notification that the agreement has been terminated. The Contractor further understands and agrees that the services not covered by the current contract are not authorized.

17. Termination:

(a) This Grant Contract may be terminated by County for lack of funding as provided in Paragraph 16 above.

(b) This Grant Contract may be terminated by either the County or Contractor for breach of the terms of this Grant Contract. The County may terminate the Contract for breach as provided in Paragraph 14 above. Upon breach by County, Contractor shall provide County written notice of such breach and shall provide County sixty (60) days to cure the breach. During the cure period, both Parties shall continue to perform under the Grant Contract. If, after sixty (60) days, County has failed to cure the breach, Contractor may terminate the Grant Contract immediately upon written notice to the County.

(c) This Grant Contract may be terminated by either the County or Contractor for convenience upon sixty (60) days written notice to the other party. Contractor shall be compensated pursuant to the terms of the 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. Independent Contractor: It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any other employee or other person acting on behalf of Contractor in the performance of this Agreement, shall be deemed to be independent Contractor(s) during the entire term of this Agreement or any renewals thereof. Contractor shall not receive any additional compensation in the form of wages or benefits from the County which are not specifically set forth in this Agreement. Contractor 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 Contractor or any such employees of Contractor as may be engaged in the performance of this Agreement. It is the express intent of the parties that this agreement shall not create an agency relationship between the parties. Neither the County nor its employees shall be deemed agents of the Contractor, and neither the Contractor nor its employees shall be deemed to be agents of the County.

19. Hold Harmless: To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, 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 Contractor, a subcontractor of Contractor, 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 County.

20. Insurance Requirements: The Contractor shall, prior to beginning work, 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 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 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 Insurance: 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 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the County. 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 Contract. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

(b) General Liability Insurance: 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) Additional Insured An Additional Insured endorsement shall be provided to County naming County as additional insured under the commercial general liability policy.

(d) 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.

(e) 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.

(f) Sovereign Immunity. Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the County.

21. 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 section pursuant to the requirements of state law and 8 U.S.C.A § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

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

EXECUTED by Contractor this 16 day of October, 2019.

Matt Talbot Kitchen & Outreach,
Contractor.

David F. [Signature]
Witness

BY: Suzanne Blue

Title: Executive Director

EXECUTED by County this _____ day of _____, 2019.

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

LANCASTER COUNTY, NEBRASKA
A Political Subdivision, County

BY: _____
for PATRICK CONDON
Lancaster County Attorney

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