

AE 1418 # 97

Route to DFB / TFC (circle please)

WESTERN DIVISIONAL SOCIAL SERVICES DEPARTMENT  
DOCUMENT ROUTING FORM

CORPS/UNIT: Sencoen Corps # COPIES     

RE: Joint Budget Committee  
Grant Contract

DATE/INITIALS:

8/15/19 MM SOCIAL SERVICE ADMINISTRATIVE ASSISTANT, RECEIVED,  
LOGGED IN, AND REVIEWED FOR CONTRACT INFORMATION  
INCLUSION & COMPLIANCE

                     DIVISIONAL SOCIAL SERVICES DIRECTOR: REVIEW,  
RECOMMENDED APPROVAL

8/26/19 MM DIVISIONAL FINANCE BOARD: RECEIVED, APPROVED AND  
STAMPED

                     DIVISIONAL COMMANDER'S SIGNATURE

8/27/19 MM DIVISIONAL SOCIAL SERVICES DEPARTMENT: RECEIVED AND  
FORWARDED TO THQ

8/29/19 MM TERRITORIAL HEADQUARTERS: RECEIVED, APPROVED AND  
SIGNED

9/4/19 MM COPY FORWARDED TO **Jim Coonce**

9/4/19 MM COPY FORWARDED TO **Keiko Lao-Corps Grant/Contract**

9/4/19 MM ORIGINAL FORWARDED TO **corps/unit**

ADDITIONAL DIRECTIONS/RECOMMENDATIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*NOTE: If not approved, please return with comments

# The Salvation Army - Central Territory

## Contract/Document Summary

1. THQ Contract/ Document #: AE1418

2. Division: Western Division 3. Submitted: 8/27/2019 4. Approved: 8/26/2019

5. TSA Unit: Corps Community Center < Lincoln, NE < Western Division < Territorial Headquarters 6. City: Lincoln 7. State: Nebraska

8. Name: WST Lincoln,NE-Joint Budget Committee Grant Contract

9. Service Provided: Other

10. Other Party: City of Lincoln

11. Reference Type: Renewal

12. Amount Granted: \$10,350.00 13. Amount Received: \$0.00

14. Funding Source:

15. Binding SA Corporation: The Salvation Army, an Illinois Corporation

16. Effective Date From: 9/1/2019 To: 8/31/2020

17. Contract Requires:  Requires a certificate of insurance

18. Processing Instructions:  Signed Original Pages

19. Return Via: First Class Mail 20. To The Attention Of: Marsha Moyer

## CONTRACT COVER SHEET

1. Name of Contract: WST: JBC contract
2. Effective date of Contract: 9/1/2019
3. Termination date of Contract: 8/31/2020
4. Contract Amount: \$10,350
5. Contract Type: Other Government/Public
6. Service Provided: Food, energy, utility assistance
7. Reference Type: Contract Renewal
8. Other Party: NA
9. Processing Instructions: Signed original signature page
10. Command approx. (Date needed returned): 9/6/2019
11. SA Program Name: Utility Assistance
12. Number of copies returned: 3
13. Program provides revenue for: Those in need of Utility Assistance
14. SA Contract Person Name: Brian Williard  
Address: 2625 Potter Street  
Phone: 402-474-6263 ext 1524  
E-mail: [brian.williard@usc.salvationarmy.org](mailto:brian.williard@usc.salvationarmy.org)

## Western Division Finance Board Presentation Slip

Please attach this slip to all items for presentation to DFB. The Business Department Administrative Assistant must receive submissions by close of business on Thursday for DFB Agenda preparation.

<b>Department/Institution/Corps:</b> Lincoln Corps	<b>Date:</b> 8.15.2019
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<b>Subject Matter:</b> JBC Funding – Utility Assistance	WESTERN DIVISION FINANCE BOARD AUG 20 2019 <i>[Signature]</i> Chairman
<b>Rationale:</b> Receive funds for utility assistance program.	Interim Approval
<b>Mission Advancement:</b> Help those in need with their electrical bills.	WESTERN DIVISION FINANCE BOARD AUG 26 2019 <i>[Signature]</i> Chairman
<b>Funding:</b> The Joint Budget Committee	Approved

<b>Account Name/ Number:</b>	NA
<b>Budget YTD:</b>	\$
<b>Actual YTD:</b>	\$

<b>Capital Account/ Kind:</b>	
<b>Available:</b>	\$

<b>Supporting Documentation:</b>	Yes	No
Requisition:		
Bid/ Invoice:		
Advisory Board Minutes:		
Corps Council Minutes:		

<b>Person Submitting:</b> Brian Williard
<b>Department Head (Print Name)</b> Major Mark Anderson
<b>Department Head (Signature)</b> <i>[Signature]</i>



Lincoln/Lancaster County

555 So 10th Street, Suite 107  
Lincoln, NE 68508  
402-441-6868  
402-441-6805 Fax  
[www.lancaster.ne.gov](http://www.lancaster.ne.gov)

August 6, 2019

Mark Anderson  
Salvation Army  
2625 Potter St.  
Lincoln, NE 68503

Sara Hoyle Human Services Administrator  
[shoyle@lancaster.ne.gov](mailto:shoyle@lancaster.ne.gov)

Dear Mark Anderson,

Congratulations on being awarded JBC Funding for 2019-2020 for the following programs:

- Utility Assistance \$10,350

Your contract is attached. The Joint Budget Committee voted to approve a 3.5% increase from last year's award to all grantees. **Please fill out the budget details on the budget page of the contract to match the amount you have been awarded.** Return the completed, signed contract to Jenni Ryan at [jryan@lancaster.ne.gov](mailto:jryan@lancaster.ne.gov) within the next 30 days. Grant Guidelines can be reviewed at [http://lancaster.ne.gov/hserv/pdf/hsgrant\\_guidelines.pdf](http://lancaster.ne.gov/hserv/pdf/hsgrant_guidelines.pdf). Semi-Annual reporting will again be completed through United Way's online grant management platform, e-Cim pact.

Insurance Documents:

- Certificate of Insurance, Endorsement for Additional Insured on General Liability Insurance, Waiver of Subrogation for Worker's Comp
- The above documents are already attached from what we have on file. Please be sure to send in all renewals promptly to Sue Eckley at [seckley@lancaster.ne.gov](mailto:seckley@lancaster.ne.gov).

If you have any questions feel free to contact me by phone or email. Thank you for all the work you do for the people of Lincoln and Lancaster County!

Sincerely,

Sara Hoyle

Human Services Director  
Lincoln, Lancaster County, NE  
[shoyle@lancaster.ne.gov](mailto:shoyle@lancaster.ne.gov)  
402-441-4944

**JOINT BUDGET COMMITTEE  
GRANT CONTRACT**

THIS GRANT CONTRACT is made and entered into by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter referred to as "**Sponsor**", and **The Salvation Army**, a non-profit corporation, hereinafter referred to as "**Grantee**". Sponsor or Grantee may be referred to collectively as "the Parties."

**WITNESSETH:**

**WHEREAS**, the Sponsor is required or authorized to expend funds for the following services by the provisions of §13-604 R.R.S 1943; and

**WHEREAS**, the Sponsor has authority in the areas of recreation, health, and other community development activities; and

**WHEREAS**, the Grantee has established the Utility Assistance program to augment community based human services with an emphasis on basic and emergency needs and behavioral health; and

**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 Utility Assistance 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 September 1, 2019 through August 31, 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 \$10,350.00 (Ten Thousand Three Hundred Fifty 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, as defined in section 11. 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.

**(e)** 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.

(f) 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.

(g) 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 30<sup>th</sup> 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 through the United Way reporting process.

For the period of July through December, due on or before January 31

For the period of January through June, due on or before July 31.

Grantee shall submit Quarterly Expense Reimbursement to Lancaster County Grants Coordinator via email on or before the following report due dates to the extent that they fall within the Term:

For the period of January – March, report due on or before April 10th

For the period of April – June, due on or before July 10th

For the period of July – September, due on or before October 10th



For the period of October – December, due on or before January 10th

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 two copies 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. 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".

**13. Not Discriminate:** In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, gender, sexual orientation, 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 (EEO).

**14. 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.

**15. 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 significant financial interest as defined in Lincoln Municipal Code section 2.54.010, direct or indirect.

**16. 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 up to the date of termination according to the approved Project Budget. Nonperformance permitting termination by the Sponsor shall include actions of the Grantee that are detrimental to the interests of the Sponsor or are inconsistent with the terms and purpose of this Grant Contract.

**17. 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.

**18. 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. 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 up 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.

**19. Termination:**

(a) This Grant Contract may be terminated by Sponsor for lack of funding as

provided in Paragraph 18 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 16 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 up to the date of termination according to the approved Project Budget.

**20. 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.

**21. 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.

**22. 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:** If the Grantee uses a motor vehicle for purposes of this Grant Contract 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.

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.


**23. 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.

**24. 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.

**25. 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 29<sup>th</sup> day of August, 20 19.

  
Witness                      Renea Smith  
   Assistant Secretary

\_\_\_\_\_  
A Non-profit Corporation, Grantee  
BY:  \_\_\_\_\_  
NAME: Bramwell E. Higgins  
   Secretary  
TITLE: \_\_\_\_\_

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

ATTEST:

CITY OF LINCOLN, NEBRASKA  
A Municipal Corporation, Sponsor

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Leirion Gaylor Baird, Mayor

APPROVED AS TO FORM THIS  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_  
Chief Assistant City Attorney

**PURPOSE**

The Utility Assistance programs provides emergency assistance to those who are at risk for or have had their utilities shut off due to non-payment. Energy education is offered to clients, particular those who apply for assistance more than once, to prevent being in perpetual crisis. Direct payments are made to the utility provider to prevent disconnection or enable reconnection. Case management services and energy education classes will also be provided.



## **ATTACHMENT B**

### **SCOPE OF SERVICES**

The Grantee shall provide the following services under this contract:

- Provide emergency utility assistance to those who are at risk for or have had their utilities shut off due to non-payment.
- Provide energy education to clients who apply for assistance more than once.
- Provide a budget class for those who struggle each month to make ends meet. Collaborate with partner agencies to assist clients in need.
- Work with Lincoln Electric System, Black Hills Energy, and Norris Public Power. Participate in the Rent and Utility Network.
- Serve 1,400 people in need.

**BUDGET**

<b>Category</b>	<b>Amount</b>
<b>Personnel</b>	
Case Manager	\$ 10,350.00
<b>Personnel Total</b>	\$ 10,350.00
<b>Consultants/Contracts</b>	
<b>Consultant/Contracts Total</b>	\$ 0.00
<b>Travel</b>	
<b>Travel Total</b>	\$ 0.00
<b>Operating Expenses</b>	
<b>Operating Expenses Total</b>	\$ 0.00
<b>TOTAL</b>	\$ 10,350.00

Lock



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/5/2019

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

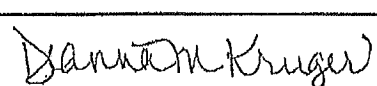
<b>PRODUCER</b> CHESTERFIELD INSURANCE AGENCY, INC. P.O. BOX 237 GREEN, OH 44232-0237	<b>CONTACT NAME:</b> DEANNA KRUGER <b>PHONE (A/C, No., Ext):</b> 330-896-7639 X8123 <b>FAX (A/C, No.):</b> 330-896-6548 <b>E-MAIL ADDRESS:</b> Deanna.Kruger@tpa4tea.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> THE SALVATION ARMY AN ILLINOIS CORP. 5550 PRAIRIE STONE PARKWAY  HOFFMAN ESTATES IL 60192	<b>INSURER A:</b> ZURICH AMERICAN INSURANCE COMPANY NAIC # 16535
	<b>INSURER B:</b> THE SALVATION ARMY LIABILITY RISK TRUST N/A
	<b>INSURER C:</b> THE SALVATION ARMY, AN ILLINOIS CORP. N/A
	<b>INSURER D:</b> AMERICAN ZURICH INSURANCE COMPANY 40142
	<b>INSURER E:</b> <b>INSURER F:</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 15048</b>	<b>REVISION NUMBER:</b>
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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	ADDITIONAL INSURED	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<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"/> PROJECT <input type="checkbox"/> LOG OTHER:	X		SELF INSURED RETENTION	01/01/19	01/01/20	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMPROP AGG \$ 500,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 8978529-23	01/01/19	01/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 500,000	X		TRUST #19678500	01/01/19	01/01/20	EACH OCCURRENCE \$ 3,500,000 AGGREGATE \$ 3,500,000
D	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	WC 8978535-23	01/01/19	01/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	AUTO LIABILITY EXCESS			SELF INSURED RETENTION	01/01/19	01/01/20	\$400,000 XS \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 COVERAGE APPLIES TO 2625 POTTER ST LINCOLN, NE 68503  
 CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCASTER COUNTY  
 PUBLIC BUILDING COMMISSION IS AN ADDITIONAL INSURED AS RESPECTS TO THE USE OF  
 PENTZER PARK FOR PICNIC IN THE PARK/SAFE KIDS BLAST ON 5/11/2019  
 LOC# 209-140-010

<b>CERTIFICATE HOLDER</b> CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION 555 S 10TH ST 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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INSURED: The Salvation Army, an Illinois Corp.  
POLICY NUMBER: Self-Insured/trust #1978600  
Term: 01/01/19 - 01/01/20

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
CITY OF LINCOLN AND LANCASTER COUNTY 655S 10 <sup>TH</sup> STREET SUITE 109 LINCOLN, NE 68608
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER: WC 8978535-23

TERM: 1/1/2019 - 1/1/2020

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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**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

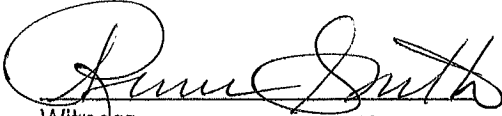
ALL PERSONS OR ORGANIZATIONS.

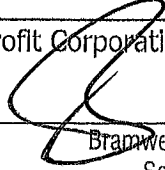
WC 00 03 13

(Ed. 4-84)


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EXECUTED by Grantee this 29<sup>th</sup> day of August, 2019.

  
Witness  
Renea Smith  
Assistant Secretary

\_\_\_\_\_  
A Non-profit Corporation, Grantee  
BY:  \_\_\_\_\_  
NAME: Bramwell E. Higgins  
Secretary  
TITLE: \_\_\_\_\_

EXECUTED by Grantee this 29<sup>th</sup> day of August, 20 19.

  
Witness Renea Smith  
Assistant Secretary

\_\_\_\_\_  
A Non-profit Corporation, Grantee

BY:  \_\_\_\_\_

NAME: Bramwell E. Higgins  
Secretary

TITLE: \_\_\_\_\_