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SEP 22 2008

GRANT CONTRACT

LANCASTER COUNTY
BOARD

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 **Asian Community and Cultural Center**, a non-profit corporation, hereinafter referred to as "**Grantee**".

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 programs the purpose of which is to provide educational, recreational, social, health, spiritual, cultural, and care-giving activities for the benefit of the citizens of Lancaster County and specifically for the participants at the Asian Community and Cultural Center.

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 provide funding for the Family Resource Center, as described in Attachment "A", attached hereto and hereby incorporated by this reference.

2. Scope of Services. The Grantee agrees to perform the duties described in Attachment "B" attached hereto and incorporated by this reference.

3. Project. Grantee 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 Grantee in financing the cost of the project described in Paragraph 1 above for a period of twelve (12) months from September 1, 2008 to August 31, 2009, the Sponsor shall make a Grant in the amount of \$10,000.00, from the General Fund.

5. Project Budget. A project budget shall be prepared and maintained by Grantee. Grantee shall carry out the project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the project budget as approved by the Sponsor. Said project budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Sponsor.

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

(c) Grantee shall charge to the Project Account all eligible costs of the project in accordance with the project budget. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the governing body of the Sponsor shall not be incurred, and 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.

(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. 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.

7. Payment of Grant. Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit a claim or claims to the Sponsor in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2008 = 1/4 of grant award; on or after December 1, 2008 = 1/4 of grant award; on or after March 1, 2009 = 1/4 of grant award; and on or after June 1, 2009 - 1/4 of grant award. Payment of each claim will be made by the Sponsor 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 completed in a timely manner.

8. 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 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.

9. Project Monitor. The project shall be monitored by the Sponsor

through the Lincoln-Lancaster County Administrator of Human Services. The Sponsor 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 Lincoln-Lancaster County Administrator of Human Services shall submit reports required by Sponsor, containing her review of the progress of the project. In the event of noncompliance with this Agreement by Grantee, the Project Monitor shall report said noncompliance to the Joint Budget Committee and the City Council of the City of Lincoln for further action which may include termination of the agreement.

10. Human Services Planning. Grantee shall participate in any comprehensive, long-range human services planning process being conducted by the City of Lincoln and Lancaster County. Failure to comply with this requirement shall constitute a breach of this contract.

11. Contract of Grantee. Grantee shall not execute any contract or obligate itself in any other manner with any third party with respect to the project provided herein without the prior written concurrence of the Sponsor or its designated representative.

12. Equal Employment Opportunity. In connection with the carrying out of the project provided herein, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Grantee shall comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

13. Hold Harmless and Insurance Requirements. The Grantee shall indemnify and save harmless the Sponsor, its agents, employees and representatives from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of this contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

The Grantee shall carry insurance in the following kinds and minimum limits:

A. Workers' Compensation Insurance and Employer's Liability Insurance

Grantee shall purchase and maintain during the life of this contract the applicable Workers' Compensation Insurance, fully insuring its employees as required by law. 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 purchase and maintain during the life of this contract, General Liability Insurance, naming and protecting them and the Sponsor 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 contract whether such operations be by Grantee or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- | | |
|-----------------------------------|-----------------------------|
| (1) Bodily Injury/Property Damage | \$1,000,000 Each Occurrence |
| | \$2,000,000 Aggregate |
| (2) Personal Injury Damage | \$1,000,000 Each Occurrence |

C. Automotive Liability Insurance

- | | |
|---------------------------------|-----------------------------------|
| Bodily Injury & Property Damage | \$1,000,000 Combined Single Limit |
|---------------------------------|-----------------------------------|

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

14. 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.

15. Sponsor Not Obligated to Third Parties. Sponsor shall not be obligated or liable hereunder to any party other than the Grantee.

16. Breach or Default by Grantee. In the event of any breach or default hereunder by Grantee during the term of the Grant Contract in performing the terms and conditions required hereunder, then and upon the happening of such event,

Sponsor shall give written notice to Grantee of such breach or default, and Grantee shall immediately surrender to Sponsor or its 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 the Project Account.

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. Term. The term of this Grant Contract shall be for a period of twelve (12) months from and after September 1, 2008 through August 31, 2009. Any unencumbered balance remaining on Project Account upon termination shall be returned to Sponsor. This Grant Contract will be automatically renewed under the same terms and conditions, including compensation in the amount of \$10,000, for one additional period of twelve (12) months from September 1, 2009 to August 31, 2010, unless the Sponsor notifies the Grantee in writing no later than April 30, 2009 that the Grant will not be renewed. Payments during the additional period shall be made according to Paragraph 7 above, except that payments shall be made in accordance with the provisions of the following reimbursement schedule or at such times as indicated therein: On or after September 1, 2009 = ¼ of grant award; on or after December 1, 2009 = ¼ of grant award; on or after March 1, 2010 = ¼ of grant award; and on or after June 1, 2010 = ¼ of grant award.

EXECUTED by Grantee this _____ day of _____, 2008.

ASIAN COMMUNITY & CULTURAL CENTER
A Nonprofit Corporation, Grantee.

ATTEST:

By: *Muylenabe*

By: *[Signature]*

Title: Project Admin Assistant

Title: Executive Director

EXECUTED by Sponsor this 16 day of September, 2008.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation, Sponsor

City Clerk

Mayor

Approved as to Form this 21st day
of September, 2008.

[Signature]
Chief Assistant City Attorney

Attachment: A

**UNITED WAY and JOINT BUDGET COMMITTEE
COMMUNITY INVESTMENT PROGRAM APPLICATION**

FY 2008/2009 (FY 2009/2010)

a. Describe the needs of the population served. What systems are in place to address any barriers to service?

A great majority of the Asians arrived in this country after having suffered years of warfare, oppression and torture, poverty and exposure to rare diseases; they are believed to have aged more than the average American. There are programs in the mainstream community, but these programs have not focused their services on the special needs of the Southeast Asian American community. The majority lived through the wars that destroyed their home country, and they continue to live the nightmares of their refugee experience. They now suffer from posttraumatic stress disorder (PTSD) as well as other illnesses. The target population does not understand the health care system. Overcoming language barriers to health care is critical to the well-being of millions of immigrants in the United States today. Immigrants with limited English proficiency (LEP) often face substantial communication problems at almost every level of the health care delivery system. The barriers include in receiving information or adopting healthy behaviors include lack of access to consistent health care providers, lack of health education opportunities, lack of relevant materials in various languages, and lack of support from the community. In the face of harsh national policies that take away benefits from immigrants, the devastating impact has been greatest on the Southeast Asian American community, particularly the refugee population. The lack of culturally specific services of this community is a barrier to designing an adequate plan that will proactively address the growing population. Unlike other Americans, the project target population does not have access to health insurance or health care. Nor do they have the financial freedom to engage in hobbies or travels that might renew their spirit. Language limitations and the absence of the "behavioral health" concept within Asian cultures are barriers for service to the Asian Community. Having learned about barriers for the refugee population the proposed project likes demonstrate an impact by improving the access, services and better care.

Asian Center has been implementing the Family Resource program for the past few years. The organization has strong roots in the community to be served and a solid spirit of collaboration. Continual improvements will be practiced to ensure the best service possible to the youth and their families impacted. A major asset of this program is the cultural and language skills of the providers in reaching ethnic minority youth and families. The center is located in the ideal place and easily accessible for the parents and community members. Other transportation issues are usually identified and addressed ahead of time. Many partners like Center Pointe, Child Guidance Center and various BH service providers assist as referral resources.

ATTACHMENT B

UNITED WAY and JOINT BUDGET COMMITTEE
COMMUNITY INVESTMENT PROGRAM APPLICATION

FY 2008/2009 (FY 2009/2010)

Proposed FY July 1, 2008 to June 30, 2010 Outcome (list no more than 2)	Indicator (list no more than 2 per outcome)		Proposed # of clients who will achieve indicator
e. 50 youth participants who will graduate have the skills necessary to pursue higher education, training, or meaningful employment in a safe supportive environment.	1. # parents learn about parenting and prevention messages that promote healthy youth and families.	2. # youth participate in youth leadership program and learn preventive messages to be strong and healthy youth.	75 parents with improved parenting skills 100 parents will get immigration assistance that enables their families to have employable status. 200 community members will learn about employment, parenting and prevention messages. 50 youth will be active in various youth activities that keep them out of trouble.
f. 100% of youth participants' parents will learn the importance of cultural diversity, effective communication that enables them to live healthy and happy in the local community.	1. #community members have increased their language skills to enable them to have effective communication with their youth.	2. # youth participate in cultural activities and engage in cultural performances in educating the community on Asian culture.	75 parents will improve their language skills 50 adults will get employment assistance able to have economically viable homes. 5 members will get Citizenship. 50 youth will involve in various youth and cultural specific activities.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/08

PRODUCER INSPRO Insurance 1919 S 40th St, Suite #104 P.O. Box 6847 Lincoln, NE 68506		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ASIAN COMMUNITY & CULTURAL CENTER 2615 "O" St. LINCOLN, NE 68510		INSURERS AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR # (BY) / LTR (INSRD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input 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"/> PROJ-ECT <input type="checkbox"/> LOC	16605917H336	09/04/08	09/04/09	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	16605917H336	09/04/08	09/04/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	IKUB1938Y29107	09/04/08	09/04/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Lancaster County Nebraska and The City of Lincoln Nebraska are named as an additional insured.

CERTIFICATE HOLDER Lancaster County City of Lincoln 555 South 10th St Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James D. H. [Signature]</i>
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