

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 **Voices of Hope**, 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 Voices of Hope.

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 Crisis Intervention Program, 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 \$22,500.00, 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.

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

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 \$22,500, 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 17 day of September, 2008.

VOICES OF HOPE
A Nonprofit Corporation, Grantee.

ATTEST:

By: Lucy Russell
Title: Administrative Assistant

By: Mary [Signature]
Title: Executive Director

EXECUTED by Sponsor this _____ day of _____, 2008.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation, Sponsor

City Clerk

Mayor

Approved as to Form this 20th day
of October, 2008.

[Signature]
Chief Assistant City Attorney

Voices of Hope
Attachment A

The Contract with Joint Budget Council with Voices of Hope is for personnel costs including wages, taxes and Benefits for advocacy.

The Voices of Hope will provide 24-hour crisis intervention to victims of domestic violence and sexual trauma and their families by answering calls on the Crisis Line within 5 minutes of the call. (13,208)

We will provide medical advocacies at area emergency rooms. An advocate will be at the emergency room within 30 minutes. (152)

We will provide assistance with protection orders, individual counseling, and safety planning as part of our walk-in services.

Because of the nature of crisis intervention services, 24-hour crisis line coverage and availability to emergency room and law enforcement personnel we cannot predict how many people will be served each day. Individuals do not require appointments, but are able to walk in for individual counseling during working hours, and walk in for groups during the times they are held. All of these services are free

Voices of Hope Contract with Joint Budget Committee Attachment B

Voices of Hope's Scope of Services are as follows:

24-Hour Crisis Line: The Crisis Line is answered by our professional staff, as well as volunteers, who have completed 36 hours of training. Volunteers on the Crisis Line are always backed up by an on-call staff member who can help respond to callers' needs for safety planning and access to community services. 2007 received 13,003 calls. We expect to have at least 13,100 calls in 2008

Advocacy: VOICES OF HOPE provides 24-hour advocacy services to domestic violence and sexual assault victims. Our advocates respond to calls from hospital emergency rooms and from police to assist victims at hospitals or at the police station and crime scene. VOICES OF HOPE has bi-lingual staff members and also works with interpreters, when needed, to assure that all individual victims have access to our advocacy services. 1,885 unduplicated victims received face to face advocacy services in 2007. We expect to provide to at least 1,909 victims in 2008/09

All three Lincoln hospitals have emergency room protocols that include contacting VOICES OF HOPE advocates for sexual assault victims. VOICES OF HOPE advocates also accompany victims to court to provide emotional support and information on the criminal justice process. They also assist with filling out protection orders, filing the petition, and attending hearings with victims.

Advocacy services are provided in coordination with the Lincoln Police Department, Lancaster County Sheriff's Department, and the University of Nebraska Lincoln's Police Department. After a batterer is jailed, the law enforcement officer coordinating the case contacts VOICES OF HOPE's advocates, who then contact the victim to provide support and information prior to the release of the batterer from jail.

Counseling: VOICES OF HOPE provides crisis and short-term counseling with sensitivity to the issues and concerns of victims and their families. Drop-in services will continue to be available Monday-Friday.

Resources: VOICES OF HOPE can provide basic needs such as household goods, personal care items, diapers, etc., as well as assist with costs related to transportation, moving, emergency child care, etc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2008

PRODUCER (402)434-7200 FAX (402)434-7272
 UNICO Group, Inc.
 4435 "O" Street
 P. O. Box 30275
 Lincoln, NE 68510

INSURED Voices of Hope
 2545 N St.
 Lincoln, NE 68510-1250

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Insurance	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <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	PHPK252996	09/19/2008	09/19/2009	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	PHPK252996	09/19/2008	09/19/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PHPK252996	09/19/2008	09/19/2009	<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
A		OTHER Professional Liability	PHPK252996	09/19/2008	09/19/2009	\$500,000 Each Claim \$500,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The Certificate Holder is an Additional Insured with respects to the named insureds operations under the Commercial General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

Lancaster County and/or City of Lincoln
 Attn: Kit Boesch
 555 S 10th St.
 Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Tami Soukup/GMM

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.