

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 **Indian 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 Indian 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 Youth 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 \$5,000.00, 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.

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
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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 \$5,000, 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 = 1/4 of grant award; on or after December 1, 2009 = 1/4 of grant award; on or after March 1, 2010 = 1/4 of grant award; and on or after June 1, 2010 = 1/4 of grant award.

EXECUTED by Grantee this 16th day of September, 2008.

INDIAN CENTER
A Nonprofit Corporation, Grantee.

ATTEST:

By: Rose Foster

By: Chester Ford III

Title: Accounting

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 29th day
of October, 2008.

[Signature]
Chief Assistant City Attorney

Attachment A

Indian Center Inc. Youth Program

Services offered:

- **Native American Mentoring-** Our department will provide qualified Native American Mentors to mentor Native American youth between the ages of 12-18. Mentors will take youth to events within the community and recreational outings. Mentors will help students set life goals and assist students in achieving their goals.
- **Tutoring-** Our department will provide tutoring services for our Native youth who need help with homework and study skills training. To be eligible for tutoring programming the youth have to be enrolled in grades 2nd-12th grade.
- **Afterschool Program-** The afterschool program is offered to youth in grades 6th-12th. This program is designed to teach character building, American Indian courses, arts & crafts, and recreational activities for physical health.
- **United Indian Tribal Youth Group-**The Youth Coordinator will advise this group in learning Robert Rules of Order and complete service orientated activities in the community. This group will consist of youth from all over the city of Lincoln.
- **College Preparation Program-** This is offered for youth between the ages of 16-24. This program will help locate financial aid, fill out the FAFSA application, ACT prep. testing, SAT prep testing, Study Skills Training, campus visitations, and introduce guest presenters who are currently in college or are college graduates.
- **Native American Educational Incentive Program-** This program is designed to encourage and promote Native American students to excel in school by rewarding their achievements in: attendance, grades, and behavior. The Youth Coordinator will monitor students through academic progress reports and close contact with instructors and parents. Students will be tracked on a point system where they will earn prizes that range from food, toys, movie passes, and much more. This program is for Native American students in grades K-12. At the end of the school year awards and certificates will be awarded at the graduation banquet.
- **Native American Teen Pregnancy Pilot Project-** This program is designed for Native American Teen mothers who want to obtain their G.E.D. and/or pursue higher education. Currently, we are looking for 15 participants.
- **Personal Financing Courses**
- **Keyboarding Classes**
- **Computer Skill Building Classes**

Afterschool Programming Schedule

Monday, Wednesday: *For youth in grades 2nd-8th

3:30-4:30pm **Tutoring/homework/study skills training**

4:30-5:30pm **Afterschool programming for youth in grades 2nd-8th grade**

- Character Building
- Arts & Crafts
- Recreational Activities
- Healthy Lifestyle Learning (healthy eating habits, and physical activity)

Tuesday, Thursday: *For youth in grades 9th-12th

3:30-4:30pm **Tutoring/homework/study skills training**

4:30-5:30pm **Afterschool programming for youth in grades 9th-12th grade**

- American Indian Studies Teaching
- Topic Discussion
- Recreational Activity and fieldtrip outings
- Event Planning
- Life Skill Building
 - Personal Finance
 - Computer Courses
 - Sex Education
 - Goal Setting workshops
 - Socializing/Teambuilding/Networking
 - Community Service Activities
 - Guest presenters

Wednesday: *For youth ages 15-24 years old

5:30-6:30pm **United National Indian Tribal Youth Group Meeting (U.N.I.T.Y)**

- “UNITY’s mission is to foster the spiritual, mental, physical, and social development of American Indian and Alaska Native youth and to help build a strong, unified, and self-reliant Native America through greater youth involvement.”
- The Youth Coordinator will advise this group in accomplishing the four projects that consist of: community service; environment; cultural and heritage; and healthy lifestyles.
- This group will consist of **youth ages 15-24**, from all over the city of Lincoln. Through this youth council youth “gain confidence, self esteem and become proactive agents of change as they are empowered...”

Friday: *For youth ages 16-24

5:30pm-6:30pm **College Academic Preparation Programming (C.A.P.P)**

- This is offered for youth between the **ages of 16-24**. This program will help locate financial aid, fill out the FAFSA application, ACT prep. testing, SAT prep testing, Study Skills Training, campus visitations, and introduce guest presenters who are currently in college or are college graduates.

Attachment B

The Youth Department plans to execute the following goals for the fiscal year 2008-2009.

Goal #1

To achieve academic success by combining existing community services for tutoring, college and vocational preparation, the educational incentive program, and the establishment of a Native American Mentoring program.

- Objective 1:
 - Work with the Indian Education Department to provide ACT preparation and buy computer software to assist in preparing students to take the ACT and SAT tests.
- Objective 2:
 - Recruit practicum students from University of Nebraska at Lincoln to serve as tutors to help students with homework
- Objective 3:
 - Solicit donations from area businesses and buy incentive items to establish an incentive program for Native American students by encouraging students to get good grades and attend classes. The programming should be a success as it will be: honoring, recognizing, and encouraging academic success.
- Objective 4:
 - Hire and/or give stipend to Native American mentors to come to the Indian Center to provide tutoring support as well as meet with students on a one-on-one bases to help with homework and be present throughout youth programming.

Goal #2

To acquire basic life skills, by promoting healthy lifestyle and workforce educational workshops for youth to become responsible adults.

- Objective 1:
 - Partner with the Native American Healthy Marriage Project located at the Indian Center, Inc. to offer older youth the opportunity to take workshops on credit counseling.
- Objective 2:
 - Partner and work with the Workforce Investment Act Program to provide older youth an opportunity to attend workshops that pertain to job/career placement and professional development training.

Goals #3

To create young leaders, through the Native American Mentoring program and actively engage youth to participate in youth leadership conferences and workshops.

- Objective 1:
 - Establish partnerships with United Indian Tribal Youth, Inc. (UNITY) to create a Native American Indian Youth Council of Lincoln. If funds are granted the youth will have the “opportunity to voice their community’s needs, identify community assets, create innovative youth driven action plans to improve local challenges, mobilize local resources while planning and implementing local events and programs, coordinate local service learning projects...”¹

¹ UNITY, Inc. “United National Indian Tribal Youth, Inc”. Handout. 2008

- Objective 2:
 - Create workshops throughout the school year that will be offered for leadership opportunities for Native American youth to take advantage of.

Projected Outcomes

At the end of the 2009 school year we plan to have at least 85% our youth participants pass into the next grade level with grades averaging a B letter grade or better in all classes. We also plan to have our senior high school Native American youth enrolled at a higher educational/vocational institution or trained to be employed productive citizens within the community of Lincoln. Furthermore, we hope the impact of positive and productive academic achievement will recruit more Native American role models and mentors within our community.

People Served

Most of the youth who participate in our youth programming come from low-income and poverty stricken home life. Currently, our program hosts various activities and afterschool programming for all youth in our community; however, majority of the youth that participate in programming are Native American or have Native American blood or cultural ties. Many of the youth are mixed ethnic backgrounds and are male gender dominated at this time. To date we have 69 youth participants in our program and we are expecting more participants as the youth department hires more staff and provides more programming with the help of funding through grants and fundraising efforts.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/08

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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Indian Center, Inc. 1100 Military Road Lincoln, NE 68508	INSURER A: Philadelphia Insurance Co.	27626
	INSURER B: First Comp	
	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 CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	PHPK323361	07/01/08	07/01/09	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 \$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK323361	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	PHUB242638	07/01/08	07/01/09	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC007774001	07/01/08	07/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Lincoln is additional insured.

CERTIFICATE HOLDER City of Lincoln 555 So. 10th 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 
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