

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN
AGREEMENT WITH EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP
("ENCAP") FOR TRANSPORTATION SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board;

WHEREAS, the County's Pretrial Services and Community Services programs are in need of transportation services for some of its participants;

WHEREAS, ENCAP has the resources to provide said transportation services; and

WHEREAS, the County and ENCAP desire to participate in a pilot program for those transportation services and to enter into an agreement regarding the terms of that pilot program.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and authorizes the Chairman to sign the attached agreement, and any other related documents, the same being approved by the Board.

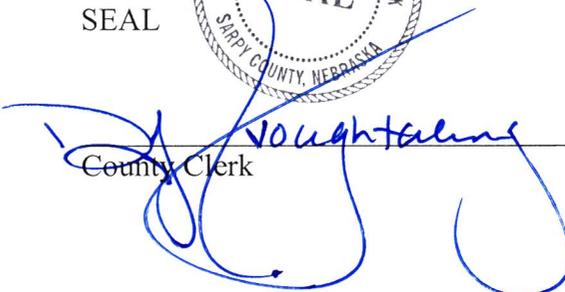
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 19th day of August, 2014.

Attest

SEAL




Sarpy County Board Chairman


County Clerk



Sarpy County Pretrial/Community Services

Danielle Richler, Director

1257 Golden Gate Drive, Box 1610
Papillion, Nebraska 68046-2942

Phone: 402-593-4301
Fax: 402-593-2344

Office Location: West Annex, Suite 7W

driehler@sarpy.com

To: Sarpy County Board of Commissioners
From: Danielle Richler, Director, Pretrial/Community Services
RE: Transportation Pilot Program

Dear Commissioners,

At the August 19, 2014 County Board Meeting you will be asked to consider a resolution authorizing the County to partner with Eastern Nebraska Community Action Partnership (ENCAP) on a pilot program providing transportation to clients of the Pretrial Release Program.

Clients participating in Pretrial Release and Pretrial Mental Health Case Management are required to report for drug testing (most on a weekly basis), meetings with Supervision Officers, Court Hearings, meetings with counsel, and to various other court related obligations. Many clients under the supervision of Pretrial Services are indigent and do not have reliable transportation to meet court ordered obligations.

In 2013, a Transportation Committee was formed to address the lack of transportation options in the County. A survey was conducted of approximately 250 Pretrial, Probation, Diversion and Public Defender clients. The results of this survey indicated that approximately half of the clientele do not have a valid driver's license and are reliant on friends and family to provide transportation. The committee felt strongly that offering clients assistance in obtaining reliable transportation would promote success within Court ordered programs. Clients who are not able to report for drug testing, meetings with officers and other court ordered programming due to transportation issues are often revoked from Programs and returned to the County Jail, at a significant cost to the County. Clients who are unable to obtain transportation to appear in court have arrest warrants issued and are ultimately returned to custody. The cost of manpower to execute the warrants, and the costs of incarceration could be reduced if clients simply had means of getting to where they need to be.

At the Reconciliation Hearing on July 29, 2014, the County Board approved \$4500 to be added to the Pretrial/Community Services Budget for Fiscal Year 2015 in order to implement the Transportation Pilot Program. There is additional funding available for those clients on Pretrial Mental Health Case Management through the JAG grant.

It is the hope of the Transportation Committee that the resolution will be approved so that we may move forward with ENCAP in implementing the program. Please do not hesitate to contact me with any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read "Danielle Richler", with a large, stylized flourish above the name.

Danielle Richler

Director, Pretrial/Community Services

AGREEMENT WITH EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a political subdivision of the State of Nebraska (“County”), and Eastern Nebraska Community Action Partnership, a non-profit private organization established under the Economic Opportunity Act of 1964 (“ENCAP”).

WHEREAS, the County’s Pretrial Services and Community Services programs are in need of transportation services for some of its participants;

WHEREAS, ENCAP has the resources to provide said transportation services; and

WHEREAS, the County and ENCAP desire to participate in a pilot program for those transportation services.

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and ENCAP agree as follows:

A. ENCAP DUTIES:

1. Designate a vehicle, similar to a seven (7) passenger 2012 Dodge Caravan (“Designated Vehicle”), to service the transportation needs of the County. The Designated Vehicle shall be subject to and pass the Nebraska Department of Education/OPS mechanical, interior, and exterior student transportation vehicle inspections. Further, the Designated Vehicle shall be in compliance with the State of Nebraska Motor Vehicle Standards.
2. Regularly inspect and provide maintenance to the Designated Vehicle. The costs of all maintenance and repairs shall be the responsibility of ENCAP.
3. Mandate that all drivers have good driving practices, be trained and experienced in dealing with varying types of possible driving situations, and present themselves in a professional manner while interacting with the County’s participants.
4. Require that all drivers successfully pass a Criminal Records and Background Check, Sexual Offender Registry, Adult/Child Abuse and Neglect Register/Registry, Drug and Alcohol Test, and annual medical examinations.
5. Prior to employment and periodically throughout employment, review driver history records with the Nebraska Department of Motor Vehicles.
6. Maintain open and constant communication with Danielle Richler or her designee, to ensure that daily operations meet passenger and County needs. Ensure that all passengers adhere to ENCAP’s transportation policies. Specifically, no open food or drinks are allowed on the Designated Vehicle; the use of seatbelts in the Designated Vehicle is mandatory; and no music shall be played on the Designated Vehicle without the use of headphones, earbuds, etc.

B. COUNTY'S DUTIES:

1. Make e-mail or call in requests for transportation at least twenty-four (24) hours in advance to ENCAP Transportation Department, c/o Martha Holmes at 402-453-5656, ext. 208 or via email to mholmes@encapomaha.org.
2. If necessary and in the event that less than twenty-four (24) hours advance notice is not feasible, send notice to ENCAP Transportation Department, c/o Martha Holmes at 402-453-5656, ext. 208 or via email to mholmes@encapomaha.org, as soon as possible.
3. Ensure that all passengers record their names and times of pick-up/drop off on a ledger and submit to an identification check if requested by ENCAP. For purposes of this Agreement, ENCAP agrees that alternate forms of identification, such as a booking card, are acceptable in lieu of a driver's license.

C. RIGHT TO REJECT: The County hereby reserves the right to reject drivers for ENCAP that provide services for the County pursuant to this Agreement.

D. PUBLIC SERVICE COMMISSION CERTIFICATION: ENCAP shall maintain its certified carrier status with the Nebraska Public Service Commission. ENCAP shall provide the County with a copy of Certificate Number B-1847, issued on October 22, 2013 prior to providing transportation services under this Agreement. ENCAP shall immediately notify the County in the event that this certified carrier status is revoked.

E. PROTOCOLS: Within sixty (60) days after this Agreement commences, the parties shall establish written protocols applicable to this Agreement for the following circumstances:

1. Sick passenger;
2. Inclement weather/traffic shutdown/vehicle is stuck;
3. County lockdown in an emergency;
4. Accident; and
5. Any other circumstances for which the parties determine a written protocol is necessary for the performance of the duties described in this Agreement.

F. RATES/BILLING: The rates for all services shall be as follows: per hour charge--\$39.00; per half-hour charge--\$19.50. ENCAP bills in fifteen minute intervals. Pricing examples are identified in Attachment "A" which is attached hereto and incorporated by this reference. ENCAP shall provide Sarpy County with an invoice on the 5th day of every month for the transportation services provided in the previous month. Invoices shall include the number of hours of Designated Vehicle use and number of passengers transported per day per vehicle. In addition, the pick-up/drop-off ledger and any driver logs described in this Agreement shall also be provided to the County upon submission of the monthly invoice. Invoices shall be due and payable within thirty (30) days of receipt.

G. CONFIDENTIALITY: The information related to this Agreement may be of a confidential and/or sensitive nature. ENCAP agrees that it will:

1. Safeguard any information related to this Agreement including but not limited to, passenger names and passenger information (such as home address, criminal history, criminal charges, and transportation destinations);
2. Ensure that this information will not be disseminated through communication of any form, unless requested by an authorized representative of either party or required by law; and
3. Require all volunteers, interns, practicum students, employees, and independent contractors to sign a Statement of Confidentiality (attached hereto and incorporated as Attachment "B").

ENCAP further agrees that the term "personal" contained within Attachment "B" includes passenger names and passenger information (such as home address, criminal history, criminal charges, and transportation destinations).

- H. SCOPE OF AGREEMENT: The Agreement and Attachments contain the entire Agreement between the County and ENCAP, and there are no other written or oral promises, contracts or warrants which may affect it. The Agreement cannot be amended except by written agreement of both the County and ENCAP.
- I. SAVINGS CLAUSE: The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and ENCAP hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and ENCAP shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.
- J. HOLD HARMLESS: ENCAP agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of ENCAP, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of ENCAP.
- K. RESIDENCY VERIFICATION CLAUSE: Pursuant to Neb. Rev. Stat. § 4-114 *et seq.*, each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and

Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, 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.

- L. INDEPENDENT CONTRACTOR STATUS: It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties. Any and all acts that either party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither party nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.
- M. NONDISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, *et seq.*), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, *et seq.*, in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
- N. CONFLICT OF INTEREST: Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

O. **INSURANCE:** ENCAP will obtain and maintain at its sole cost and expense during the term of this Agreement, and ensure that its contractors obtain and maintain at their sole cost and expense, with insurers licensed to do business in all jurisdictions where services are performed and that have a Best's rating and policy holder surplus of A-;VII, the following minimum insurance coverages:

1. Workers Compensation Insurance. ENCAP shall maintain workers compensation as required under any workers compensation or similar law in the jurisdiction where the services are performed, and employer's liability insurance. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
2. Commercial General Insurance. ENCAP shall maintain commercial general liability with a limit of not less than \$1,000,000 each occurrence. Policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Completed Operations coverage is to extend for two years following the completion of the applicable Sales Quote or Master Agreement Rider.
3. Automobile Liability. ENCAP shall maintain automobile liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
4. Excess/Umbrella Liability Insurance. ENCAP shall maintain commercial umbrella liability insurance excess of employer's liability, general liability and automobile liability with a limit of not less than \$5,000,000 each occurrence.

Certificate of Insurance which evidences the above policies and their limits and which indicates County as an "Additional Insured" on all such policies except the workers compensation and professional liability policies will be provided by ENCAP to County prior to commencement of any work under this Agreement. ENCAP agrees that such policies represented by the Certificate of Insurance will not be canceled or changed without ten (10) days prior written notice to County.

P. **TERM/TERMINATION:** This Agreement shall commence on September 1, 2014 and shall expire on June 30, 2015. Either party may terminate this Agreement prior to that date upon providing thirty (30) days written notice to the other party.

Q. **ASSIGNMENT:** ENCAP shall not assign this Agreement without prior written consent of the County.

R. **BREACH:** Should ENCAP breach, violate, or abrogate any term, condition, clause, or provision of this Agreement, the County shall notify ENCAP in writing that such an

action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this Agreement and obtain an alternate ENCAP to provide all required services. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

S. NOTICE: Notice to the County and ENCAP shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

ENCAP: Evangeline Levison and/or Martha Holmes
2406 Fowler Avenue
Omaha, NE 68111

IN WITNESS WHEREOF, we the contracting parties have executed this Agreement on August 19, 2014.

(Seal)

ATTEST:



Debra Houghtaling
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Ch ar.erson 8-19-14
Ch ar.erson
Sarpy County Board of Commissioners

Evangeline Levison
ENCAP

Approved as to form:

R. Moore
Deputy Sarpy County Attorney



**Eastern Nebraska Community Action
Partnership (ENCAP)**

2406 Fowler Avenue
Omaha, NE 68111
Phone: 402-453-5656
FAX: 402-451-3057
www.encapomaha.org

Building Communities

**EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP, INC. (ENCAP)
PROPOSAL TO:**

**Sarpy County Nebraska Justice & Public Safety
Pretrial Services and Community Services**

August 4, 2014

The Eastern Nebraska Community Action Partnership, Inc. (ENCAP) seeks to participate in the pilot transportation program for "Pretrial Services" and "Community Services" for the Sarpy County Nebraska Justice & Public Safety Division. This document is to formally express our interest and appreciation for the opportunity to provide transportation services for this pilot program.

ENCAP, formerly known as the Greater Omaha Community Action (GOCA) is a nonprofit corporation formed in 1964 and authorized by Section 210(a) of the Economic Opportunity Act of 1964 as amended, and now known as Section 675 of the Community Service Block Grant (CSBG) Act. ENCAP is celebrating fifty (50) years of service in developing and administering a Community Action Program.

The Mission of the Eastern Nebraska Community Action Partnership is to eliminate the cause of poverty by strengthening individuals, families and communities through self-sufficiency initiatives in Douglas and Sarpy Counties. The opportunity to assist persons in the court system to achieve and look forward to a future as contributing members of society is fully supported by the Mission of ENCAP.

Expertise and Experience

ENCAP believes that ENCAP's transportation experience, expertise of personnel, and related factors render ENCAP qualified to successfully fulfill the transportation needs and requirements of Sarpy County under the transportation pilot program. The ENCAP staff to be involved in this project are:

- Experienced with projects of similar type and scope;
- Experienced with private and public sector organizations, including public education;
- Have demonstrated expertise in being a strategic partner with clients

Vehicle/Fleet

ENCAP proposes to designate a seven (7) passenger 2012 Dodge Caravan to service the transportation needs of Sarpy County. ENCAP currently provides student transportation services to the Omaha Public Schools (OPS) and therefore all ENCAP transportation vehicles are subject to, and have passed, the Nebraska Department of Education/OPS frequent mechanical, interior and exterior student transportation vehicle inspections. Therefore all utilized vehicles are in compliance with the State of Nebraska motor vehicle standards. In addition, ENCAP's in-house maintenance procedures include daily inspections and ongoing routine maintenance.

The ENCAP Transportation Department seeks to promote public confidence in our driver personnel through mandates that require good driving practices, and an attitude of professional responsibility. Our drivers are well-informed, trained and experienced in dealing with varying types of possible driving situations. The safety of every passenger depends on the judgment and skill of the transportation vehicle driver. ENCAP's drivers are required to successfully pass a Criminal Records and Background Check, Sexual Offender Registry, Adult/Child Abuse and Neglect Register/Registry, Drug and Alcohol Tests, and annual medical examinations. In addition, driver history records with the Nebraska Department of Motor Vehicles (DMV) are reviewed prior to employment and periodically throughout the year.

Service

ENCAP will maintain open and constant communication with the appropriate persons in Sarpy County to ensure that daily operations meet passenger and Sarpy County needs.

ENCAP is a certified carrier by the Nebraska Public Service Commission and holds Certificate Number B-1847 issued on October 22, 2013. ENCAP is authorized to transport passengers by charter and special party services between all points in Nebraska over irregular routes. At this time, ENCAP does not have a wheel chair accessible vehicle available for assignment to this Sarpy County project.

On February 4, 2014, the Nebraska Public Service Commission approved the establishment of the following rates for ENCAP transportation services:

Per Hour Charge:	\$68.00
Per Half-Hour Charge:	\$34.00

ENCAP is authorized under its certification with the Nebraska Public Service Commission to offer discounted and/or reduced rates to government agencies. ENCAP proposes to provide point-to-point transportation for Sarpy County Pre-Trial and Community Services throughout Douglas County and Sarpy County in the State of

Nebraska for clients designated by the Pretrial Services and Community Services Offices under the pilot program, for the following rates:

Per Hour Charge to Sarpy County:	\$39.00
Per Half-Hour Charge to Sarpy County:	\$19.50

ENCAP bills in fifteen minute intervals.

This is a forty-three percent (43%) and \$29.00 discounted reduction in our established and approved transportation rates.

Pricing Example 1: ENCAP has been provided the names and address for pick-up locations for six (6) identified potential participants that reside in Omaha, Nebraska. The drop-off point is 1257 Golden Gate Drive, Papillion, Nebraska. The passengers are to be transported for drug testing and a 45 minute consultation session. Therefore, ENCAP estimates that these round trips for a single passenger will be two (2) hours and that the cost to Sarpy County for a single round trip would be \$78.00.

Pricing Example 2: ENCAP picks up two (2) Omaha passengers for round trip to the same location, assuming that the 45 minutes sessions are back to back, then the estimated time will be approximately 3 hours or \$117.00. If the consultation sessions are scheduled for the same time period, then the costs would drop back down to approximately 2 hours or \$78.00.

Initially, six (6) clients will be picked-up and transported to the identified location. Pretrial Services/Community Services will e-mail or call in requests for transportation at least 24 hours in advance. While 24 hour advance notice is preferred, ENCAP is available to assist Sarpy County in emergency situations and will provide service upon shorter notice whenever feasible. Notice is to be sent to the ENCAP Transportation Department care of Martha Holmes at 402-453-5656 ext. 208 or via email to mholmes@encapomaha.org. ENCAP will formally provide a mechanism for after hour communications.

Other Terms and Conditions

ENCAP will require all passengers picked up and dropped off to record their name and time of pick-up and drop off on a ledger, and reserves the right to require photograph identification checks for security purposes.

All passengers will be required to adhere to ENCAP's transportation policies of no open food or drinks; no illegal or controlled substances are permitted on the bus; the use of seat belts is mandatory; and no playing of music without use of ear plugs.

Vehicles utilized by ENCAP shall be subject to rotation with other vehicles in our transit fleet in order to maintain maintenance standards and to fulfill the requirements of Pretrial Services and Community Services. ENCAP is responsible for vehicle maintenance.

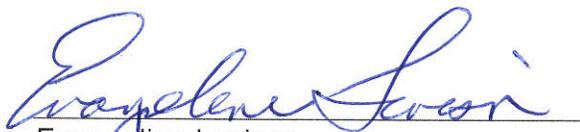
ENCAP maintains proof of insurance and liability coverage for all ENCAP drivers and vehicles, and will ensure such coverage remains current and in effect throughout the pilot period. ENCAP will notify Sarpy County immediately of any changes of insurance coverage including but not limited to loss of or reduction of coverage, and said documents are available for review if requested.

ENCAP will work with Sarpy County to establish protocols for the following potential circumstances:

Sick Passenger
Inclement Weather/Traffic Shutdown/Vehicle is stuck
County Lockdown in an emergency
Accident

Reporting and Billing

ENCAP will invoice Sarpy County on the 5th day of every month for the services provided in the previous month. Invoices will include the number of hours of vehicle use and number of passengers transported per day per vehicle.



Evangeline Levison
ENCAP Executive Director



Martha Holmes
Supervisor of Transportation

**Eastern Nebraska Community Action Partnership,
(ENCAP)**

2406 Fowler Avenue
Omaha, NE 68111
Phone: 402-453-5656
FAX: 402-451-3057
Web address: www.encapomaha.org

Statement of Confidentiality

Your work here may bring you into contact with certain information of a confidential nature. This confidential information includes: personal and/or clinical/medical information about a client or resident and also proprietary information regarding the operation of the facility that is not generally known or disclosed to the public.

You will discuss confidential information only with those ENCAP Employees who have a work-related need to know. You will not discuss confidential information with any persons outside the facility who is not authorized to receive such information.

Failure to protect confidential information is a serious offense. A volunteer, intern, practicum student, or employee who violates this policy is subject to disciplinary action, up to and including termination from employment, volunteerism, or internship/practicum.

Release of Liability

I hereby also state that in the event that I am injured on Eastern Nebraska Community Action Partnership property during my services as an Intern/practicum student or volunteer, I will not hold ENCAP responsible for any injuries incurred.

This includes any services performed outside of ENCAP property, but performed while interning or volunteering for the agency.

Intern/Volunteer/Guest Signature

Date

Supervisor Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LL

DATE (MM/DD/YYYY)

10/02/2015

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 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).

PRODUCER Davis Insurance Agency, Inc. 1313 Cuming Street Omaha, NE 68102 Dick C. E. Davis/Lisa Davis	CONTACT NAME: Carolyn Shaw	
	PHONE (A/C, No, Ext): 402-399-9090 FAX (A/C, No): 402-399-2785	
	E-MAIL ADDRESS: carolyn.shaw@daviscompanies.com	
	PRODUCER CUSTOMER ID #: GOCAC-1	
INSURED Eastern Neb Comm Action Partne 2406 Fowler Avenue Omaha, NE 68111	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Co.	
	INSURER B : First Comp Underwriters	27626
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		PHPK1239682	10/01/2015	10/01/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Sexual/Physical					PERSONAL & ADV INJURY	\$ 1,000,000
A	<input checked="" type="checkbox"/> Professional		PHPK1239682	10/01/2015	10/01/2016	GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					Emp Ben.	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		PHPK1239682	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
A	<input checked="" type="checkbox"/> HIRED AUTOS		PHPK1239682	10/01/2015	10/01/2016		\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		PHUB476171	10/01/2015	10/01/2016	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC0053402-09	11/18/2014	11/18/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Property		PHPK1239682	10/01/2015	10/01/2016	Bldg/Pers	3,105,623
A	Crime		PHPK1239682	10/01/2015	10/01/2016	EE Theft	20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance for the 2012 DODGE, GRAND CARAVAN SE
VIN# 2C4RDGBG3CR191194

CERTIFICATE HOLDER**CANCELLATION**

SARPYC2

Sarpy County
Papillion, NE 68046

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



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Named Insured: Eastern Nebraska Community

Proposal Date: 09/09/2015
Quotation Number: 8935141

AUTO COVERAGE

Total: \$ 18,980.00

Includes Terrorism of: \$ 27.00

Sub Total: \$ 18,391.00

Scheduled Auto

Covered Auto No.	Year, Make, Model, VIN number	Territory	State	Class Code
1	2003 FORD E350 SUPER DUTY, 1FDWE35L73HB32903	Omaha	NE	6481
2	2006 FORD E450 SUPER DUTY, 1FDXE45S86DA38199	Omaha	NE	6482
3	2009 CHEVROLET EXPRESS CUTAWAY G350, 1GBJG31K791173	Omaha	NE	6482
4	2009 CHEVROLET EXPRESS CUTAWAY G350, 1GBJG31K191172	Omaha	NE	6482
5	2001 FORD ECONOLINE E350 SUPER, 1FBSS31S61HB58712	Omaha	NE	6482
6	2012 DODGE GRAND CARAVAN SE, 2C4RDGBG3CR191194	Omaha	NE	6481
7	2010 DODGE GRAND HERO CARAVAN, 2D4RN3D18AR488525	Omaha	NE	6481
8	2005 DODGE CARAVAN SE, 1D4GP25R15B377383	Omaha	NE	6481

Covered Auto No.	Limit (in thousands)	LIABILITY		MEDICAL		UNINSURED/UNDERINSURED	
		Premium	Limit	Premium	Limit (in thousands)	Premium	
1	\$ 1,000	\$ 1,493.00	\$ 5,000	\$ 45.00	1000	\$ 49.00	
2	\$ 1,000	\$ 1,706.00	\$ 5,000	\$ 51.00	1000	\$ 49.00	
3	\$ 1,000	\$ 1,706.00	\$ 5,000	\$ 51.00	1000	\$ 49.00	
4	\$ 1,000	\$ 1,706.00	\$ 5,000	\$ 51.00	1000	\$ 49.00	
5	\$ 1,000	\$ 1,706.00	\$ 5,000	\$ 51.00	1000	\$ 49.00	
6	\$ 1,000	\$ 1,493.00	\$ 5,000	\$ 45.00	1000	\$ 49.00	
7	\$ 1,000	\$ 1,493.00	\$ 5,000	\$ 45.00	1000	\$ 49.00	
8	\$ 1,000	\$ 1,493.00	\$ 5,000	\$ 45.00	1000	\$ 49.00	

Covered Auto No.	Limit	PIP		PPI		COMPREHENSIVE	
		Premium	Deductible	Premium	Deductible	Premium	
1	NONE		NONE		\$ 500	\$ 89.00	
2	NONE		NONE		\$ 500	\$ 149.00	
3	NONE		NONE		\$ 500	\$ 207.00	
4	NONE		NONE		\$ 500	\$ 207.00	
5	NONE		NONE		\$ 500	\$ 115.00	
6	NONE		NONE		\$ 500	\$ 170.00	
7	NONE		NONE		\$ 500	\$ 152.00	
8	NONE		NONE		\$ 500	\$ 89.00	

Covered Auto No.	Deductible	COLLISION		TOWING & LABOR		RENTAL		Total
		Premium	Limit	Premium	\$/Days	Premium		
1	\$ 2,000	\$ 77.00	NONE		15/30	\$ 23.00	\$ 1,776.00	
2	\$ 2,000	\$ 145.00	NONE		15/30	\$ 23.00	\$ 2,123.00	
3	\$ 2,000	\$ 293.00	NONE		15/30	\$ 23.00	\$ 2,329.00	
4	\$ 2,000	\$ 293.00	NONE		15/30	\$ 23.00	\$ 2,329.00	
5	\$ 2,000	\$ 117.00	NONE		15/30	\$ 23.00	\$ 2,061.00	
6	\$ 2,000	\$ 191.00	NONE		15/30	\$ 23.00	\$ 1,971.00	
7	\$ 2,000	\$ 157.00	NONE		15/30	\$ 23.00	\$ 1,919.00	
8	\$ 2,000	\$ 77.00	NONE		15/30	\$ 23.00	\$ 1,776.00	

NEBRASKA AUTO LIABILITY INSURANCE IDENTIFICATION CARD

COMPANY NUMBER COMPANY COMMERCIAL PERSONAL

Philadelphia Insurance Co.

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE
PHPK1083204 **10/01/14** **10/01/15**

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER
2012 DODGE GRAND CA **2C4RDGBG3CR191194**

AGENCY/COMPANY ISSUING CARD
Davis Insurance Agency, Inc.
Dick C. E. Davis/Lisa Davis
1313 Cuming Street
Omaha, NE 68102

INSURED

Eastern Nebraska
Community 2406 Fowler
Avenue Omaha, NE 68111

SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

- 1. Name and address of each driver, passenger and witness.**
- 2. Name of Insurance Company and policy number for each vehicle involved.**

