



CITY COUNCIL SPECIAL MEETING MONDAY –  
SEPTEMBER 23<sup>RD</sup>, 2024, 6:00 PM  
CITY HALL - COUNCIL CHAMBERS 2307  
BARADA STREET  
FALLS CITY, NE 68355

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*The City Council may vote to go into Closed Session on any agenda item as allowed by State Law.*

***ROUTINE BUSINESS***

1. Announcement of Open Meetings Act
  2. Roll Call
  3. Pledge of Allegiance
  4. Agenda Approval
- 

***REGULAR BUSINESS***

1. Discussion and Action – Resolution authorizing execution of documents required for the USDA Rural Development Assistance Grant
2. Discussion and Action – Insurance renewal for Fiscal Year 2024/2025

***ADJOURNMENT***

Anthony Nussbaum, City Clerk

RESOLUTION

AUTHORIZING THE MAYOR AND THE CITY ADMINISTRATOR OF  
THE CITY OF FALLS CITY, NEBRASKA TO EXECUTE DOCUMENTS  
REQUIRED TO RECEIVE UNITED STATES DEPARTMENT OF  
AGRICULTURE RURALDEVELOPMENT FINANCIAL ASSISTANCE

The following motion was introduced and adopted this 16<sup>th</sup> day of September, 2024, by the Council of the City of Falls City, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY:

The council of the City of Falls City, Nebraska, resolves that the Mayor and City Administrator are authorized and directed to execute any and all documents and security instruments or other memoranda between the council of the City of Falls City, Nebraska and the USDA Rural Development so as to affect the Patrol Vehicle and equipment upgrade Project application(s) for assistance.

If the Mayor or the City Administrator should change because of an election or other reasons during the processing of the USDA Rural Development application(s), the council of the City of Falls City, Nebraska or will not need to amend this resolution so the Mayor and the Clerk can sign any form(s) and security instrument(s) to finalize the USDA Rural Development financial assistance.

\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
City Administrator

**PLEASE RETURN THE RESOLUTION WITH THE MEETING MINUTES  
SHOWING THE ADOPTION OF THIS RESOLUTION**

## APPLICANT'S FEASIBILITY REPORT

**1. Existing Equipment.** Briefly describe what equipment you currently have or how service is currently provided.

The Police Department Would like to replace our current firewall that was installed in 2018 with new firewall equipment that meets current standards.

**2. Proposed Equipment.** Describe what you want to purchase or construct. Indicate what the equipment will be used for, approximate size, and expected method of procurement. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

Router and Firewall equipment

**3. Need for the Equipment.** Indicate why the proposed equipment is needed.

Our current Router and firewall equipment is getting old and outdated. With the purchas of the new firewall equipment it would bring us up to current standards.

**4. Service Area.** Indicate what area the proposed equipment will serve and, if known, the population or number of families served.

The Router and firewall equipment would be used by the Falls City Police Department and the Richardson County 911 PSAP to serve the Citizens of Richardson County Population 7,705.

**5. Cost Estimate.**

Development and construction.....	\$ _____
Land and rights.....	_____
Legal fees.....	_____
Architect and Engineer.....	_____
Equipment.....	_____
Refinancing.....	_____
Other (describe) .....	_____
Total.....	_____

**6. Income.** List the sources and estimate the amount of expected revenue for a typical year.

There is no expected revenue.

**7. Other Funds.** List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

The City of Falls City would pay the \$3,090.25 required by the grant.

**8. Operating History.** If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years.

9. Signature and Title of Applicant Official	Date
Anthony Nussbaum City Administrator	

**Application for Federal Assistance SF-424**

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify)</b> _____	
<b>* 3. Date Received:</b> Completed by Grants.gov upon submission.		<b>4. Applicant Identifier:</b> _____			
<b>5a. Federal Entity Identifier:</b> _____			<b>* 5b. Federal Award Identifier:</b> _____		
<b>State Use Only:</b>					
<b>6. Date Received by State:</b> _____		<b>7. State Application Identifier:</b> _____			
<b>8. APPLICANT INFORMATION:</b>					
<b>* a. Legal Name:</b> Falls City, City of					
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> *****6187			<b>* c. Organizational DUNS:</b> 072919327		
<b>d. Address:</b>					
<b>* Street 1:</b> 2307 Barada Street		_____			
<b>Street 2:</b>		_____			
<b>* City:</b> Falls City		_____			
<b>County/Parish:</b> Richardson		_____			
<b>* State:</b> Nebraska		_____			
<b>Province:</b>		_____			
<b>* Country:</b>		USA: UNITED STATES			
<b>* Zip / Postal Code:</b> 68355		_____			
<b>e. Organizational Unit:</b>					
<b>Department Name:</b> Falls City Police Department			<b>Division Name:</b> _____		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>					
<b>Prefix:</b> _____		<b>* First Name:</b> Anthony			
<b>Middle Name:</b> _____		_____			
<b>* Last Name:</b> Nussbaum		_____			
<b>Suffix:</b> _____		_____			
<b>Title:</b> City Administrator					
<b>Organizational Affiliation:</b> City of Falls City					
<b>* Telephone Number:</b> (402) 245-2851		<b>Fax Number:</b> (402) 245-2741			
<b>* Email:</b> a.nussbaum@fallscityne.us					

**Application for Federal Assistance SF-424**

**9. Type of Applicant 1 - Select Applicant Type:**

Municipal

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

USDA Rural Development

**11. Catalog of Federal Domestic Assistance Number:**

10.766

CFDA Title:

Community Facilities Loan and Grant Programs

**\* 12. Funding Opportunity Number:**

237

\* Title:

CF Direct grants

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

City of Falls City

Add Attachments

Delete Attachments

View Attachments

**\* 15. Descriptive Title of Applicant's Project:**

Falls City Police Department/911 PSAP router and firewall update.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="\$0.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.)**

Yes  No

If "Yes, provide explanation and attach.

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Certification Regarding Drug-Free Workplace Requirements (Grants)  
Alternative I – For Grantees Other Than Individuals**

**AD-1049**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

*(Read instructions on page three before completing certification.)*

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;



7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.	
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	
PLACE OF PERFORMANCE <i>(Street Address, City, County, State, Zip Code)</i> 2307 Barada Street, Falls City, Nebraska, 68355	
Check <input type="checkbox"/> if there are workplaces on file that are not identified here.	
ORGANIZATION NAME Falls City, City of	PR/AWARD NUMBER OR PROJECT NAME FCPD/911 PSAP Firewall Update
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Anthony Nussbaum City Administrator	
SIGNATURE(S)	DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

### Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
  - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
  - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

**NAME OF BORROWER:**

**RE: Section 504 of the Rehabilitation Act of 1973 Self-Evaluation**

  X   YES We have conducted a self-evaluation to determine the existence of any barriers for persons with disabilities, and have established a self-evaluation record, which includes;

1. List of persons contacted
2. Description of the area examined and identification of any barrier(s) and/or problem(s)
3. Method(s) for eliminating barrier(s) and/or problem(s) in addition to any modifications made

       NO We have not conducted a self-evaluation of barriers for persons with disabilities. We plan to be in compliance on or before \_\_\_\_\_  
DATE

  9/18/2024    
DATE

\_\_\_\_\_  
SIGNATURE AND TITLE

RESPONSE

The City of Falls City board and/or employee(s)

Does

Does Not

Have any known immediate family members, other relatives, or/nor close associates who are USDA Rural Development/RHS employees.

If marked "Does", the immediate family member(s), other relative(s), and/or close associate(s) are listed below:

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\_\_\_\_\_  
Chairperson/President

\_\_\_\_\_  
Date

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 09-18-2024 between  
Falls City, City of

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

Falls City, City of  
\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

Position 3

USDA  
Form RD 400-4  
(Rev. 11-17)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018  
OMB No. 0570-0062

The Falls City, City of

---

(name of recipient)

2307 Barada Street Falls City, NE 68355-

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(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

#### Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

#### Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.



Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Falls City, City of \_\_\_\_\_ on this  
*(name of recipient)*

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

\_\_\_\_\_  
*Recipient*

\_\_\_\_\_  
*Date*

Attest: \_\_\_\_\_

**City Administrator**  
\_\_\_\_\_

*Title*

*Title*

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

**APPLICANT CERTIFICATION**  
**FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS**

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

<i>(Signature-Individual(s))</i>	<i>(Date)</i>	<i>(Signature-Individual(s))</i>	<i>(Date)</i>
(SEAL)	(Date)	Falls City, City of	(Name of Applicant)
ATTEST:		(Signature of Authorized Entity Official)	
		City Administrator	
		(Title of Authorized Entity Official)	
		2307 Barada Street	
(Signature of Attesting Official)		(Address)	
		Falls City, NE 68355-	
(Title of Attesting Official)		(City, State, and Zip Code)	

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Anthony Nussbaum

(name)

\_\_\_\_\_  
(date)

City Administrator

(title)

000

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a -1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE City Administrator
* APPLICANT ORGANIZATION Falls City, City of	* DATE SUBMITTED



**Certification Regarding Debarment, Suspension, and Other Responsibility Matters    AD-1047**  
**Primary Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.*

*(Read instructions on page two before completing certification.)*

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Falls City, City of	PR/AWARD NUMBER OR PROJECT NAME FC PD/911 PSAP firewal update
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Anthony Nussbaum	
SIGNATURE(S)	DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

### Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

City of Falls City  
10/01/2024

Line	Expiring Premium	Renewal Premium
Property	\$ 71,823	\$ 48,965
General Liability	\$ 10,404	\$ 16,998
Cyber	\$ 590	\$ 571
Commercial Output	\$ 545	\$ 689
Business Auto	\$ 29,750	\$ 39,567
Inland Marine	\$ 9,687	\$ 12,237
Commercial Umbrella	\$ 15,079	\$ 17,213
Crime/Fidelity	\$ 100	\$ 100
Linebacker	\$ 5,040	\$ 5,481
Law Enforcement Liability	\$ 6,874	\$ 7,881
Workers Compensation	\$ 92,052	\$ 146,178
Totals	\$ 241,944	\$ 295,880

\*Note the City Auditorium is not included in the property/premium.  
See following page on the auditorium.



City Auditorium

Coverage Amount \$ 11,,010,101

Deductible: All Peril Deductible-\$ 25,000 per occurrence, except: 3 % Windstorm/Hail of the coverage amount (\$ 330,303.03).

Premium: \$ 52,250.

Deductible Buyback Option  
1% (\$ 110,101.01)

Premium: \$ 19,820

Equipment Breakdown Coverage  
Premium \$ 1,384

Board of Public Works

Expiring  
\$ 234,973

Renewal  
\$ 283,193

\*\*\*Buildings 1, 3 and 11 deductible increased to \$ 100,000.



**THE CINCINNATI INSURANCE COMPANY**  
**MACHINERY & EQUIPMENT INSURANCE PROPOSAL**

08/08/2024

Name Insured: CITY OF FALLS CITY & BOARD OF PUBLIC WORKS  
 Mailing Address: 2307 BARADA ST  
 FALLS CITY, NE 68355-1546  
 Policy Number: ENP 0625943  
 Agency: 26-018(10001540) Miller, LLC  
 dba Miller Farrell Insurance Agency  
 Annual Premium: \$34,576

The quoted annual premium does not include required state taxes, certificate fees and/or installment charges where applicable. The portion of your premium that is attributable to coverage for terrorists acts certified under the Terrorism Risk Insurance Act is \$274. This proposal including all limits, deductibles and coverage considerations are only valid 90 days from the date listed in the top right corner of this proposal.

Quoted Coverages and Limits

Coverages	Limits
Property Direct Damage Limit Per Breakdown/Accident	\$25,000,000
Covered Objects	Comprehensive
Repair or Replacement	Yes
Off Premises Power Interruption	Included for all indirect coverage
Newly Acquired Locations	Property Damage / 90 Days
Branded or Labeled Merchandise	Included
Unintentional Errors in Descriptions	Included
Joint or Disputed Loss Agreement	Included
Expediting Expense	Included
	<b>Sub-Limits</b>
Hazardous Substance	\$250,000
Ammonia Contamination	\$100,000
Water Damage	\$100,000
Computers, Data and Media	\$100,000
Ordinance of Law	\$100,000
Mold, Fungus and Mildew	\$100,000
	<b>Deductibles</b>
Property Damage	- SEE COMMENTS

We reserve the right to renegotiate this account terms, conditions and premium between when this quote is released and the bind date if the property values increase above 10% and or the loss ratio increases over 25%.

Comments:

1-YEAR POLICY, AGENCY BILL, ANNUAL PAY

SPECIAL ENDORSEMENT: ALL OVERHEAD POWER LINES ARE EXCLUDED FROM COVERAGE.

DIRECT DAMAGE DEDUCTIBLE:  
 ALL INTERNAL COMBUSTION ENGINES - \$25.00 PER HP, \$25,000 MINIMUM.  
 ALL ELECTRICAL GENERATORS - \$10.00 PER KW, \$25,000 MINIMUM.  
 ALL ELECTRICAL TRANSFORMERS - \$10.00 PER KVA, \$25,000 MINIMUM.  
 ALL OTHER OBJECTS - \$5,000

**THIS IS NOT A POLICY, FOR A COMPLETE STATEMENT OF THE COVERAGES AND EXCLUSIONS, PLEASE SEE THE POLICY CONTRACT.**

If you have questions regarding this quote or any machinery and equipment coverage concerns, you may contact Levi Nelson, your single point of contact for all your equipment breakdown coverage, claims and inspection needs.

**This proposal can only be bound by your M&E Field Rep, whose contact information is provided directly below.**

**E-Mail: [Levi\\_Nelson@CINFIN.COM](mailto:Levi_Nelson@CINFIN.COM) Phone: 308-520-7884 Fax:**

**LOCATION LIST**

- |  |  |  |
|--|--|--|
| 1: DIESEL CO-GENERATION<br>POWER PLANT<br>1820 TOWLE ST<br>FALLS CITY, NE 68355-1963                                       | 2: ELECTRIC SUBSTATION<br>21st ST. AND AIRPORT RD.<br>FALLS CITY, NE 68355 | 3: ELECTRIC SUBSTATION<br>26th AND BARADA ST.<br>FALLS CITY, NE 68355  |
| 4: WATER TOWER<br>2521 CROOK ST.<br>FALLS CITY, NE 68355   | 5: STATON LAKE, ET AL<br>WEST END OF 25TH ST.<br>FALLS CITY, NE 68355      | 6: PIONEER PARK<br>19TH AND TOWLE ST.<br>FALLS CITY, NE 68355  |
| 7: COMFORT STATION AND<br>SHELTER HOUSE<br>LEGION PARK 21 & WILSON<br>ST.<br>FALLS CITY, NE 68355                          | 8: CITY OF FALLS CITY<br>1217 BARADA ST.<br>FALLS CITY, NE 68355           | 9: AIRPORT (ALL BUILDINGS AND<br>GROUNDS)<br>3301 BUSINESS PKWY N<br>FALLS CITY, NE 68355-2476               |
| 10: CITY HALL / FIRE<br>DEPARTMENT BUILDING<br>315 WEST 19TH ST.<br>FALLS CITY, NE 68355                                   | 11: CITY OF FALLS CITY<br>1805 BARADA ST.<br>FALLS CITY, NE 68355          | 12: AUDITORIUM<br>312 W 17TH ST<br>FALLS CITY, NE 68355  |
| 13: LIBRARY<br>120 E 18TH ST<br>FALLS CITY, NE 68355-2116  | 14: SENIOR CITIZEN CENTER<br>221 W 16TH ST<br>FALLS CITY, NE 68355-2604    | 15: RICHARDSON COUNTY<br>LANDFILL<br>LANDFILL, NW 1/4, 34-2-16<br>FALLS CITY, NE 68355                       |
| 16: STEELE CEMETERY<br>NE 1/4<br>FALLS CITY, NE 68355  | 17: BENNER FIELD<br>TERMINAL AND SHOP BLDG.<br>FALLS CITY, NE 68355        | 18: AQUATIC CENTER<br>3002 OLD HWY 73<br>FALLS CITY, NE 68355-2473   |
| 19: WASTE WATER TREATMENT<br>PLANT (ALL BULDINGS AND<br>GROUNDS)<br>WASTE WATER TREATMENT<br>PLANT<br>FALLS CITY, NE 68355 | 20: ELECTRIC LINE SHOP<br>1007 S CROOK<br>FALLS CITY, NE 68355             | 21: WATER TREATMENT PLANT<br>(ALL BUILDINGS AND<br>GROUNDS)<br>WATER TREATMENT PLANT<br>FALLS CITY, NE 68355 |
| 22: CITY OFFICAL OFFICES<br>2307 BARADA ST<br>FALLS CITY, NE 68355-1546  |  |  |



2024-25

Proposal

City of Fall City

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	ESTIMATED / ANNUAL CONTRIBUTION
Workers' Compensation	<b>PART ONE</b> <b>Statutory Limits</b> <b>PART TWO</b> \$500,000 Bodily Injury by Accident (each accident) \$500,000 Bodily Injury by Disease (each employee) \$500,000 Bodily Injury by Disease (policy limit)	\$109,014
General Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$0 Standard Deductible	\$16,570
Errors & Omissions Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$5,000 Deductible	\$4,396
Law Enforcement Liability	\$5,000,000 Per Occurrence \$5,000,000 Annual Aggregate \$5,000 Deductible	\$5,572
Automobile Liability	\$5,000,000 Combined Single Limit \$100,000 UM / UIM \$0 Standard Deductible	\$10,045
Automobile Physical Damage	<b>Scheduled</b> Per Occurrence Comprehensive Deductible Collision Deductible	\$16,693
Commercial Property	\$27,545,804 Total Insured Values \$2,500 Standard Deductible \$1,000 Contractors Equipment	\$105,663

**\* TOTAL ESTIMATED ANNUAL CONTRIBUTION: \$267,953**

**ESTIMATED CONTRIBUTION CREDIT OPTIONS**

180 Day Notice, 3-Year Commitment	180 Day Notice, 2-Year Commitment	180 Day Notice Only Commitment	90 Day Notice, 3-Year Commitment	90 Day Notice, 2-Year Commitment	90 Day Notice Only Commitment
5%	4%	2%	2%	1%	0%
\$267,953.00	\$270,773.56	\$276,414.67	\$276,414.67	\$279,235.23	\$282,055.79

\* Your Total Estimated Annual Contribution renewal pricing is modeled on the 180 Day Notice, 3-Year Commitment option.

**League Association of Risk Management  
2024-25 New Resolution**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, The \_\_\_\_\_ is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The \_\_\_\_\_, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. **(180 day and 3 year commitment; 5% discount)**
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. **(180 day and 2 year commitment; 4% discount)**
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. **(180 day notice only; 2% discount)**
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. **(90 day notice and 3 year commitment only; 2% discount)**
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. **(2 year commitment only; 1%)**
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. **(90 day Notice only)**

Adopted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

Please email ([customerservice@LARMpool.org](mailto:customerservice@LARMpool.org)) or fax (402.476.4089) the completed resolution to LARM.

**AGREEMENT FOR THE ESTABLISHMENT AND OPERATION  
OF THE  
LEAGUE ASSOCIATION OF RISK MANAGEMENT**

**UNDER THE  
INTERGOVERNMENTAL RISK MANAGEMENT ACT  
AND THE INTERLOCAL COOPERATION ACT  
STATE OF NEBRASKA**

1. Parties. The parties to this Agreement are the Nebraska public agencies that are signatories hereto.
2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:
  - 2.1. Nebraska law permits two or more public agencies to make and execute an agreement providing for joint and cooperative action in accordance with the Intergovernmental Risk Management Act to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to protect members against losses arising from any of the following:
    - a. General liability
    - b. Damage, destruction, or loss of real or personal property, including, but not limited to, loss of use or occupancy, and loss of income or extra expense resulting from loss of use or occupancy;
    - c. Errors and omissions liability; and
    - d. Workers' compensation liability.
  - 2.2. The signatories hereto have determined that there is a need to establish and operate a risk management pool to provide some or all the types of service and coverages identified in Section 2.1.
3. Definitions.
  - 3.1. Act shall mean the Intergovernmental Risk Management Act, *Neb. Rev. Stat.* Sections 44-4301 et seq., and all amendments thereto.
  - 3.2. Administrator shall mean the Executive Director of the League of Nebraska Municipalities.
  - 3.3. Agreement shall mean this agreement for the establishment and operation of LARM and any addenda, extensions or amendments hereto.
  - 3.4. Board shall mean the Board of Directors of the League Association of Risk Management.
  - 3.5. Bylaws shall mean the bylaws established and approved under this agreement governing the operation of LARM.
  - 3.6. Director shall mean the State of Nebraska Director of Insurance.
  - 3.7. Errors and omissions liability shall mean liability to which a member of a governing body of a public agency may be subject in an individual capacity by reason of any error, misstatement,



misleading statement, act, omission, neglect of duty, or breach of duty, including misfeasance or nonfeasance in the performance of duties of the public agency.

- 3.8. Former member shall mean a member of LARM after its participation has terminated either voluntarily or involuntarily. A member is only a former member with regard to any terminated period of participation. A member may be a participating member for one period of participation, and a former member for a previous or subsequent period of participation.
- 3.9. General liability shall mean any liability other than workers' compensation liability, to which a public agency may be subject (a) directly, (b) by reason of liability arising out of an act or omission of its employee, agent or officer in the course and scope of employment, (c) by reason of liability arising out of an act or omission of its student in the course and scope of education or training, or (d) by reason of liability it has assumed by contract. It includes, but is not limited to, liability commonly protected against by casualty insurance, general liability insurance, professional liability insurance, automobile insurance, motor vehicle insurance, and surety and fidelity insurance.
- 3.10. Group self-insurance shall mean the pooling of public money by a risk management pool from contributions by its members for the purpose of payment of losses incurred by members which are protected against by the pool.
- 3.11. League shall mean the League of Nebraska Municipalities.
- 3.12. League Association of Risk Management or LARM shall mean the risk management pool established and operated under this agreement
- 3.13. Member, in the context of a member of LARM, shall mean any municipality or other public agency whose application for membership has been approved by the Board and that has lawfully entered into this agreement.
- 3.14. Coverage Document shall mean the extension to this agreement, provided for in Section 7.1.
- 3.15. Participating member or participant shall mean a member of LARM for that period of time from its admittance into this agreement until that member's participation is terminated either voluntarily or involuntarily.
- 3.16. Public agency shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.
- 3.17. Risk management pool shall mean an association formed by two or more public agencies by an agreement pursuant to the Intergovernmental Risk Management Act providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by the Act.

- 3.18. Standard insurance shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.
- 3.19. Workers' compensation liability shall mean liability to which a public agency may be subject as an employer under the Nebraska Workers' Compensation Act.
4. Establishment. The undersigned public agencies hereby jointly and cooperatively establish a risk management pool under the provisions of the Act with all the rights, powers and privileges vested in and conferred upon such a pool under the laws of the State of Nebraska. The name of the pool shall be the League Association of Risk Management.
5. Purpose. The purpose of this agreement is to establish and operate a pool as provided in Section 2.1.
6. Powers. In order to carry out this purpose, LARM shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to the Act, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority.
7. Financial Plan. The Board shall establish and maintain a Financial Plan in accordance with the Act, including each of the following.
- 7.1. Coverage Document. The Board shall establish and maintain a Coverage Document which shall set forth:
- 7.1.1. the types of coverage to be offered by LARM in the form of group self-insurance;
  - 7.1.2. applicable deductible levels;
  - 7.1.3. maximum levels of claims which LARM will self-insure; and
  - 7.1.4. guidelines to assist members in identifying what losses are covered, what losses are excluded from coverage, and any other terms and conditions under which group self-insurance coverage is provided, limited or excluded.
- Any change to the Coverage Document shall be adopted by a majority vote of the Board and such change shall be filed with the Director at least thirty (30) days in advance of the effective date of change.
- 7.2. Cash Reserves. The Board shall review appropriate actuarial analyses and shall establish and maintain an amount of cash reserves to be set aside for the payment of claims.
- 7.3. Standard Insurance. The Board shall establish and approve the amount of standard insurance to be purchased by LARM to provide coverage over and above the claims which are not to be satisfied directly from LARM's resources.
- 7.4. Excess Insurance. The Board shall establish and approve the amount of aggregate excess insurance coverage and specific excess insurance coverage to be purchased in a given fiscal period.

8. Plan of Management. The Board shall establish and maintain a Plan of Management in accordance with the Act, including each of the following.
  - 8.1. Board of Directors. The governing authority of LARM shall be a Board of Directors consisting of elected or appointed officials or employees of participating members. The initial Board shall consist of nine persons, but the number may be increased by the Board up to fifteen persons to maintain appropriate size and geographic representation as the number of LARM members increases. A vacancy on the Board shall be filled by a majority vote of the Board upon recommendation made by the Administrator. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating director.
    - 8.1.1. The President of the League and the Administrator shall be non-voting ex officio members of the Board of Directors.
    - 8.1.2. The ex officio members of the Board shall be in addition to the elected and appointed members of the Board, and shall not be counted for purposes of a quorum.
    - 8.1.3. Each elected or appointed Board member shall be entitled to one vote in all matters that come before the Board.
    - 8.1.4. Board election procedures shall be as follows;
      - 8.1.4.1. A nominating committee shall recommend candidates for the Board to the members. The nominating committee shall consist of the chairperson of the Board, an individual from a participating member selected by the Board and the Administrator. Additional nominations shall be requested from participating members at the meeting.
      - 8.1.4.2. Each participating member may cast one vote for each of the open Board positions.
    - 8.1.5. Members of the Board of Directors shall serve staggered terms of three years to promote stability and continuity.
    - 8.1.6. The terms of office of the members of the Board of Directors shall commence January 1<sup>st</sup> of the first year of the term and conclude on December 31<sup>st</sup> of the last year of the term.
    - 8.1.7. Term Limit. The Board of Directors service shall be restricted to two consecutive three-year terms to assure that all LARM members have opportunity for representation as Board members. Any LARM member that has previously been represented on the LARM Board of Directors may be eligible again for future service following at least one three-year interval of non-Board service following the term limit restriction when the member is not represented on the Board.
  - 8.2. Group Self-Insurance Funding. Costs associated with the group self-insurance operations of LARM shall be financed through the annual and supplementary contributions paid by the participating members, through the income earned from the investment of LARM funds by the Board, and through any other monies which may be lawfully received by LARM and made part of LARM's assets.
    - 8.2.1. All annual contributions shall be computed and established by the Board based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of

claims and losses, the payment of premiums for insurance and excess insurance or reinsurance, the establishment and maintenance of reasonable reserves and the payment of any and all expenses of LARM reasonably and lawfully incurred.

- 8.2.2. The amount of the annual contribution to be paid by each participating member shall be established by the Board to ensure the equitable distribution of costs among participating members based on each member's proportionate risk of loss, limit of coverage, loss experience and loss control efforts. Participating members may elect, by resolution: a) a 3 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 5% discount; b) a 2 year commitment, to provide written notice of termination at least 180 days prior to the desired termination date for a 4% discount; c) to provide written notice of termination at least 180 days prior to the desired termination date for a 2% discount; d) a 3 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 2% discount; e) a 2 year commitment, to provide written notice of termination at least 90 days prior to the desired termination date for a 1% discount; f) to provide written notice of termination at least 90 days prior to the desired termination date.
- 8.2.3. The Board shall file with the Director and certify to each participating member the amount of any annual contribution at least thirty (30) days in advance of the due date. Each participating member shall timely pay all annual and supplementary contributions established by the Board.
- 8.2.4. Supplemental contributions based on changes to a member's exposure during a fiscal year for which such member's annual contribution has already been calculated shall be charged at the same rate used to calculate the annual contribution for that fiscal year.
- 8.2.5. All contributions paid by the participating members shall be deemed earned by LARM when received, and any refund or return of contributions shall be subject to minimum contribution amounts, penalties, fees or other limitations established by the Board.
- 8.3. Loss Reserves. LARM shall maintain funds adequate to pay claims, establish cash reserves and establish reserves for claims that have been incurred but not yet reported.
- 8.4. Surplus. LARM shall also maintain surplus deemed appropriate by the Board, which shall meet any minimum surplus level required under the Act or regulations adopted thereunder.
- 8.5. Assessments for Deficiencies. If in the opinion of the Board or the Director the assets of LARM are at any time insufficient to enable LARM to discharge its liabilities and other obligations and to maintain adequate reserves and surpluses in accordance with reasonable determinations by the Director, LARM shall make up the deficiency or the Director shall order LARM to levy an assessment upon its members in an amount necessary to make up the deficiency to be paid by each member which participated in LARM during any part of the fiscal year to which the deficit is assignable.

- 8.5.1. Assessments shall be computed and established by the Board in the same proportion that the annual contribution of the individual member bears to the total annual contributions of all members in the year in which such deficit occurs.
- 8.5.2. All assessments shall be due and payable by each member when notice of the assessment is received and shall be delinquent thirty (30) days thereafter.
- 8.6. Calculation and Distribution of LARM Surplus Assets. Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board may make periodic distributions of surplus assets.
- 8.6.1. The Board shall have the authority to decide when the distribution of surplus assets is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution.
- 8.6.2. Participating members shall be eligible to receive distributions of surplus assets during the period(s) for which they were participating members, but only in accordance with the provisions of the Agreement and the formula for the distribution of surplus assets adopted by the Board.
- 8.6.3. No distribution of surplus assets shall be made sooner than three (3) years from the inception of LARM. No surplus assets attributable to any fiscal year shall be distributed sooner than twelve (12) months after the end of that fiscal year. No distribution of surplus assets shall be distributed without prior approval of the Director, as set forth in the Act.
- 8.6.4. The distributable surplus assets for any fiscal year shall be those assets remaining after:
- a. Payment has been made for all claims, losses and expenses due and payable;
  - b. Reasonable reserves have been established for claims previously occurring and reported and expenses associated therewith;
  - c. Reasonable reserves have been established for claims incurred, but not reported, and expenses associated therewith; and
  - d. Reasonable reserves have been established for future adverse loss deviation and expenses associated therewith.
- 8.6.5. The Board shall calculate each participating member's proportionate share of surplus assets in accordance with a formula adopted by the Board. The formula shall be structured so as to support and foster the purposes and objectives for which LARM was created, including, but not limited to: individual loss experiences; individual member contributions relative to total contributions; the duration of LARM participation; and the overall loss experience of LARM. The formula adopted by the Board may provide that a failure to comply with risk management standards or recommendations, or that the existence of a specified loss-to-contributions ratio, shall disqualify a member from receiving all or a specified portion of the member's proportionate share of surplus assets.

- 8.6.6. A former member may be entitled to receive a share of a distribution of surplus assets calculated for the period for which they were a participating member under the formula and criteria adopted by the Board.
- 8.6.7. Any participating member may elect to have the distribution of its proportionate share of surplus assets applied as a credit against future annual or supplementary contributions or assessments.
- 8.7. Dissolution of LARM. LARM shall be dissolved upon the first to occur of the following;
- a. When less than two public agencies are participating in LARM; or
  - b. such time as the Board determines that the number of participating members and/or the size of the annual contribution is too small to adequately indemnify against the risks specified in the Memorandum of Coverage.
- 8.7.1. Any dissolution pursuant to Section 8.7(b) shall not be effective until the Board has given each participating member at least ninety (90) days written notice of such dissolution.
- 8.7.2. Upon dissolution of LARM, adequate provision shall be made for all pending and anticipated claims.
- 8.7.3. The Board shall submit a written request to the Director for approval of the plan to dissolve LARM as provided by the Act. After the Director approves the application for voluntary dissolution, LARM shall, within thirty (30) days after such approval, place the matter before the members for a vote.
- 8.8. Distribution of Surplus at Dissolution. At the dissolution of LARM's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of LARM shall vest in and be distributed among the participating and former members. Such distribution shall be allocated among participating and former members in proportion to the contributions made by each member.
- 8.9. New Members. All public agencies are eligible to make application and become members of LARM in the following manner:
- 8.9.1. The applicant public agency must provide such loss history, exposure information, and other information as is required by the Board;
  - 8.9.2. Public agencies making application after the initial effective date of this Agreement may be required by the Board to pay an application fee;
  - 8.9.3. The public agency must enter into this Agreement by resolution passed by its governing body;
  - 8.9.4. An applicant that is a municipality, sanitary and improvement districts, public power agencies, and such other public agencies of the State of Nebraska must be approved by the League; and
  - 8.9.5. The Board, in its sole discretion, shall accept or reject each application. The Board may authorize the Administrator to accept applications.

8.9.6. A public agency shall become a member of LARM on the later to occur of the following:

- a) The approval of the application of the such public agency by the Board; and
- b) The due execution of this Agreement.

8.10. Voluntary Termination of a Member. A member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and to the Director at least ninety (90) days prior to the desired termination date. Members may agree to extend the required termination notice beyond ninety (90) days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM. The Board may approve of a plan to provide contribution credits for members extending their required termination notice beyond ninety (90) days. Such termination shall not be effective until approved by the Director as provided by the Act.

8.11. Involuntary Termination of a Member. A member may be involuntarily terminated as a participating member of LARM if the Director finds, after due notice and hearing, that:

- a) The member has failed to pay any contribution or assessment to LARM;
- b) The member has failed to discharge any other obligation it owes to LARM; or
- c) The member has failed to comply with the laws of the state, rules of the Department of Insurance or bylaws of LARM.

Such hearing may be initiated by the Director on his or her own initiative, or at the request of the Board.

8.12. Effect of Termination on Obligations to LARM. A former member shall remain liable for any costs and obligations incurred by LARM while the public agency was a participant, and for any contractual obligation the public agency has entered into with LARM on or before the date of termination, as provided by the Act.

8.13. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area.

8.14. Payment of Claims. The Board shall ensure that all claims covered by the Memorandum of Coverage are paid promptly.

8.15. No Private Benefit. No part of the net earnings or assets of LARM shall inure to the benefit of any private person.

8.16. Loss Control Program. The Board shall approve a system or program of controlling member losses.

8.17. Powers of the Board. In addition to other powers granted under this agreement, the Board shall have the power to:

- 8.17.1. Sit as a quasi-judicial body to hear and make determinations regarding any members dispute regarding the interpretation, intent, coverage, limitations, or exclusions of the Memorandum of Coverage;

- 8.17.2. Take all necessary precautions to safeguard the assets of LARM; and exercise fiduciary duties concerning those assets and the overall operations of LARM
  - 8.17.3. Make and enter into any and all contracts, leases, and agreements necessary or desirable to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation;
  - 8.17.4. Establish the duties and responsibilities of the Administrator;
  - 8.17.5. Sue and be sued, make contracts, hold and dispose of real and personal property, borrow money, contract debt, and pledge LARM assets in the name of LARM; and
  - 8.17.6. Exercise such other powers as are necessary for the proper operation of LARM to carry out the terms of this Agreement and to comply with the Act, rules and regulations adopted under the Act, and any other State or Federal laws, rules or regulations, and the LARM Bylaws.
- 8.18. Bylaws and Rules of Operation. The Board may make bylaws pertaining to the exercise of its purpose and powers. The Board may, from time to time, revise the bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of LARM, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the bylaws. No provisions of the bylaws, policies, rules or procedures shall be inconsistent with the Agreement or the Act.
9. Financial Reports. Financial reports shall be prepared on a statutory basis as required by the Department of Insurance.
  10. Banking Relationships. LARM shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that LARM is managed in a conservative and prudent manner.
  11. Financial Records. The Board shall maintain complete financial records for each type of coverage as required by the Act.
  12. Inspections. LARM and its representatives shall be permitted, but shall not be obligated, to inspect a member's properties and operations at any time. Neither LARM's right to make inspections nor the making thereof shall constitute an undertaking on behalf of or for the benefit of a public agency or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.
  13. Member Examinations and Audits. LARM may examine and audit the member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such member is no longer a participating member of LARM, insofar as the records may relate to the subject matter of this Agreement.
  14. LARM Financial Audit. LARM shall be audited periodically at the expense of LARM by a certified public accountant. A copy of the report shall be submitted to the governing body of each participating member for the period audited.



15. Professional Services. The Administrator may retain the services of such legal counsel, actuaries, auditors, engineers, service providers, consultants and other advisors as it deems necessary to carry out the business and purpose of LARM.
16. Place of Business. The principal place of business for LARM shall be 1335 L Street, Lincoln, Nebraska 68508. Notice provided via United States Postal Service by a member to LARM at this address shall be considered proper notice to LARM and all participating members of LARM. The Administrator may employ necessary staff and may purchase, lease, or rent real or personal property in order to carry out the business and purpose of LARM.
17. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.
18. Fiscal Year. LARM's fiscal year shall begin on October 1 of each year and end on September 30 of the following year.
19. Liability. No member in LARM shall, by reason of this Agreement, have any liability for claims brought by third parties against any other member other than the obligation to contribute certain funds to LARM as expressly provided herein. The liability for any claim against a member shall remain the sole and exclusive liability of the member. The obligation of LARM is to indemnify the member against such loss as provided in the Coverage Document to the extent and under the conditions contained therein.
20. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events:
  - a. LARM has dissolved pursuant to Section 8.7;
  - b. All amounts owed by the members have been paid in full; and
  - c. All amounts owed for claims and other expenses have been paid in full.
21. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Public Agency: \_\_\_\_\_

Date: \_\_\_\_\_

		Miller Monroe Farrell			LARM	Expiring Premiums
		EMC	Travelers	Cincinnati	LARM	
General City	Property #	\$102,599.00	--	--	\$105,663.00	\$71,823.00
	General Liability	\$16,998.00	--	--	\$16,570.00	\$10,404.00
	Commercial Output	\$689.00	--	--	NA	\$545.00
	Fleet Auto	\$39,567.00	--	--	\$26,738.00	\$29,750.00
	Inland Marine	\$12,237.00	--	--	Included	\$9,687.00
	Umbrella	\$17,213.00	--	--	Included	\$15,079.00
	Crime	\$100.00	--	--	Included	\$100.00
	Board E & O - Linebacker	\$5,481.00	--	--	\$4,396.00	\$5,040.00
	Law Enforcement Liability	\$7,881.00	--	--	\$5,572.00	\$6,874.00
	Cyber	\$571.00	--	--	NA	\$590.00
	Workers Compensation	--	\$146,178.00	--	\$109,014.00	\$105,360.00
Subtotals	\$348,130.00 (Emc & Travelers)	\$203,336.00	\$146,178.00		\$267,953.00	\$255,252.00
Board of PW	Boiler & Machinery	--	--	\$34,576.00	--	\$31,945.00
Board of PW	Property	--	--	\$254,157.00	--	\$206,144.00
	General Liability	--	--	\$16,449.00	--	\$17,317.00
	Umbrella	--	--	\$10,479.00	--	\$9,763.00
	Terrorism	--	--	\$2,108.00	--	\$1,749.00
Subtotals				\$317,769.00		\$234,973.00

Miller Monroe Farrell Only				LARM / MMF	
Option A		Option B		Option C	
EMC	\$203,336.00	* EMC / CW	\$50,488.00	LARM	\$267,953.00
Travelers	\$146,178.00	Travelers	\$146,178.00		
Cincinnati	\$317,769.00	Cincinnati	\$317,769.00	Cincinnati	\$317,769.00
	<b>\$667,283.00</b>		\$514,435.00		<b>\$585,722.00</b>
		**	-33,658.66		
			+ 11 month cost from Continental Western		
			UNKNOWN		

\* Stay with EMC for 1 month, then 11 months with possibly, Continental Western, bid amount unknown.

\*\* EMC will require 25% of policy \$50,488.00 (City portion of one month is \$16,829.34 / Miller Monroe would pay \$33,658.66) to break coverage after 1 month.

# Of this total for EMC Property Coverag, the Auditorium is a separate policy. This policy consists an all peril deductible of \$25,000 per occurrence, 3% windstorm / hail at \$52,250.00 premium and \$1,384.00 equipment premium, totaling \$53,634.00. This can be bought down to 1% for a premium reduction of \$19,820.00 and \$1,384.00 totaling \$21,204.00

Note: Cincinnati Property Policy Each Building at the Power Plant, Water Plant & Sewer Plant will have 100,000.00 Decuctables.