



**CITY OF SEWARD**  
**City Council**  
**Regular Meeting**  
**Agenda**

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**Tuesday, August 2, 2022**

**7:00 PM**

**Municipal Building Council Chambers**

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**NOTICE IS HEREBY GIVEN** that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, August 2, 2022, in the Council Chambers, 142 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting.

City financial claims and related invoices will be available for Council member review, audit and voluntary signatures at Council Chambers beginning 30 minutes prior to the scheduled meeting time.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS**

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. A participant sign-in sheet is available for use by any Citizen addressing the Council. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

**ROLL CALL**

**CONSENT AGENDA**

1. Claims & Payables Reports

CLAIMS LIST

8-2-22

COUNCIL MEETING

Abbreviations: BE, Benefits; BU, Building Upkeep; CI, Capital Improvements; DO, Donations; EQ, Equipment; EX, Expense; FA, Fixed Asset; GS, Gas; GU, Ground Upkeep; IT, Technology; IV, Inventory; MA, Maintenance; MC, Miscellaneous; MH, Merchandise; MI, Mileage; ML, Meals; MS, Memberships; OI, Oil; OP, Operations; PO, Postage; PU, Publications; RE, Repairs; RI, Reimbursement; SA, Salaries, SE, Services; SL, Sales; ST, Sales Tax; SU, Supplies; TG, Training; TO, Tools; TR, Transfer; UN, Uniforms; UT, Utilities.

ADE	SU	20.00
AKRS Equipment Inc	RE	841.92
All Road Barricades Inc	SU	456.80
Aqua-Chem Inc	MA	4,307.50
ARPS	FA	865.00
B N S F Railway Company	MC	2,086.70
Bizco Technologies	IT	3,005.67
Blackburn Manufacturing C	SU	486.81
Blue Cross Blue Shield Ne	BE	62,924.65
Bluestem Network Llc	SE	100.00
Border States Industries	IV	3,372.49
Brunckhorst Kent	RI	205.00
Callaway Golf	MH	593.82
Campbell Cleaning	SE	1,405.00
Capital Business-Dallas	MA	371.00
Cash-Wa Distributing Co	ML	753.52
Chase Card Service		9,542.22
Amazon	SU	2,027.22
Award Decals	SE	892.95
CED-Lincoln	SE	149.30
Constant Contact	SE	20.00
DLT Solutions	MS	1,232.55
Epic Sports	SU	714.33
GoDaddy	MS	155.82
La Carreta	ML	225.00
Menards	SU	415.78
Microsoft	MS	188.92
Nick's Farm Store	RE	40.02
Office Depot	SU	560.86
Orscheln's	SU	19.23
Sam's Club	SU	199.13
Scheel's	SU	1,283.91
Sherwin Williams	BU	227.83
Sparetime	ML	136.50
Runza	ML	146.83
USPS	PO	52.45
Valentino's	ML	94.34
Walmart	SU	658.42
Zoom	MS	100.83

Chemsearch	OI	913.75
City Seward Dowding Pool	DO	100.00
City Seward General Fund	TR	315,716.09
City Seward Library Petty	PO	93.83
City Seward Payroll Accou	SA	202,026.76
Consolidated Management	TG	266.97
Consolidated Water Soluti	SU	1,339.40
Constellation Newenergy	UT	60.35
Davisson Furniture Center	BU	1,712.00
Eakes Office Solutions	SU	139.79
Fastenal Company	SU	1,535.70
Firstar Fiber Inc	SE	691.97
Foley Nathan	SE	140.00
Galls LLC	UN	82.02
General Fire & Safety Equ	BU	735.65
Gerhold Concrete Co Inc	CI	21,980.75
Great Plains Communicatio	SE	490.00
Hawkins Inc	SU	1,385.35
Helmlink Printing/Grph Inc	SE	418.00
Hireright LLC	SE	75.70
Hobson Automotive & Tire	RE	211.45
Hornung's Golf Products	MH	70.17
Hromas Judith	MC	1,200.00
Husker Electric Supply Co	SU	1,114.12
Jackson Services Inc	SU	122.46
Jones Automotive	SU	89.05
Jones Bank	MC	591.92
K & Z Distributing	SU	425.40
Kinship Pointe	MC	1,340.00
Last Mile Network Consult	IT	75.30
Law Enforcement Systems I	SU	38.00
Menards North	GU	1,020.64
Merchant Job Training & S	TG	650.00
Mid-American Benefits Inc	BE	1,923.82
Midwest Auto Parts	RE	36.53
Municipal Supply Omaha	IV	310.69
Ne Environment & Energy	TG	580.00
Nebrascut Lawn Care	RE	348.72
Nebraska D A S Acct Ocio	MA	231.00
Nebraska Equipment Inc	RE	14.17
Nebraska Health Environme	MA	108.00
Nebraska Power Review Boa	MS	1,079.11
Nebraska Pub Pow-Desmoine	UT	577,388.03
Norris Public Power Distr	UT	1,138.86
Olsson	SE	8,182.88
One Call Concepts Inc	SE	115.32
O'Reilly Automotive Inc	RE	96.53
Orscheln Farm & Home	SU	656.29
Phillips Jarod	MI	266.25
Principal Financial Group	BE	2,369.23

Quality Brands Of Lincoln	SU	1,285.40
Quill Corp	SU	105.99
Reams Sprinkler Supply	BU	291.08
Safelite Autoglass	RE	2,289.96
Samek Lacy	MC	15.00
Sam's Club (Lib-Rec-Pool)	BU	314.14
Sapp Brothers Petroleum I	GS	14,180.01
Schemmer Architects Engin	CI	6,150.00
Short Elliott Hendrickson	CI	38,945.74
Spickelmier & Son Inc	SU	1,615.00
St P J Supply Inc	SU	49.50
State Distributing Co	SU	335.55
Time Warner Cable	SE	785.16
Trimax Mowing Systems	RE	253.03
U S A Bluebook - Cust 812	GU	837.90
U S Cellular	SE	267.73
Valley Corporation	CI	56,800.48
Verizon Wireless	SE	441.41
Wesco Distribution Inc	IV	1,886.20
White Cap	SU	111.87
	CLAIMS TOTAL	\$1,369,997.27

2. Draft Minutes of July 19, 2022 City Council Meeting

**July 19, 2022**

The Seward City Council met at 7:00 p.m. on Tuesday, July 19, 2022, with Mayor Joshua Eickmeier presiding and City Clerk Derek Bargmann recording the proceedings. Upon roll call, the following Councilmembers were present: Ellen Beck, Alyssa Hendrix, Sid Kamprath, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Jonathon Wilken. Councilmembers Absent: None. Other officials present: City Administrator Greg Butcher, City Engineer Michael Oneby, Water/Wastewater Director Tim Richtig, Street Superintendent Bob Miers, Building/Zoning & Code Enforcement Director Tim Dworak, and Police Sergeant Allison Sommerfeld.

Notice of the meeting was given in advance thereof, and Mayor Eickmeier announced that a copy of the Open Meetings Act and tonight's agenda is posted in the meeting room and is accessible to members of the public. Mayor Eickmeier led those in attendance in the Pledge of Allegiance.

**CONSENT AGENDA CONSIDERATION ITEMS**

The following Consent Agenda items were approved in one single motion made by Councilmember Singleton, seconded by Councilmember Stryson.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Report (totaling \$534,808.72)
4. Police Department Report
5. Draft Minutes of July 5, 2022, Council Meeting
6. Confirmation of Mayor Appointments:
  - a. Appoint Katrina Goldsmith to the Housing Appeals Board for a Term of 3-Years
  - b. Reappoint Larry Goldsmith and Thomas Suhr to the Tree Board for a Term of 3-Years
  - c. Reappoint Dr. Ronald Wallman to the Planning Commission for a Term of 3-Years

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

**PUBLIC HEARINGS**

**1. CONSIDERATION OF AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT OF KNOX ADDITION**

**A. CONSIDERATION OF A MAJOR SUBDIVISION APPLICATION FOR LOT 1, KNOX ADDITION**

Building/Zoning & Code Enforcement Director Tim Dworak identified this as a request to plat a parcel of land on the southwest edge of Seward. The proposal is for platting of one lot and one out lot. He noted that there was no subdivision agreement since all roads and utilities are available, and that the Planning Commission approved this item unanimously.

Mayor Eickmeier opened the public hearing at 7:03 p.m.

Todd Lorenz, Project Engineer for applicant, indicated it was their intent to bring a tenant to the proposed platted site. The expected tenant, Summit Contracting, chose Seward due to a good community fit. Jonathan Jank, President and CEO of the Seward County Chamber & Economic Development (SCCDP) expressed his excitement for the new tenant and how the platting of land fit the goal of developing more commercial-industrial sites. He also noted the plat of land could possibly allow for 20+ more acres of future business development.

Mayor Eickmeier closed the public hearing at 7:07 p.m.

Councilmember Kolterman introduced Ordinance No. 2022-8. Councilmember Stryson moved, seconded by Councilmember Singleton to dispense with the statutory rule. Councilmember Beck moved, seconded by Councilmember Wilken, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2022-8, AN ORDINANCE TO APPROVE THE PLAT ENTITLED "KNOX ADDITION", A PLAT OF LAND LOCATED IN THE NW1/4 OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE 6<sup>TH</sup> P.M., SEWARD COUNTY, NEBRASKA," AS HEREINAFTER SET FORTH; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

July 19, 2022

2. CONSIDERATION OF AN ORDINANCE RE-ZONING PROPERTY IDENTIFIED AS LOT 1, KNOX ADDITION FROM 'AG – AGRICULTURAL DISTRICT' TO 'I2 – GENERAL INDUSTRIAL DISTRICT'

Mr. Dworak noted that upon review of the project plans and nearby tenants, the determination of rezoning to 'I2 – General Industrial District' seemed most appropriate.

Mayor Eickmeier opened the public hearing at 7:10 p.m. With no public comment received, the public hearing was closed at 7:10 p.m.

Councilmember Kolterman introduced Ordinance No. 2022-9. Councilmember Wilken moved, seconded by Councilmember Kamprath to dispense with the statutory rule. Councilmember Stryson moved, seconded by Councilmember Beck, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2022-9**, AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SEWARD, NEBRASKA; TO REZONE CERTAIN PROPERTY WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SEWARD, NEBRASKA NOW ZONED AG AGRICULTURAL DISTRICT, TO I2 GENERAL INDUSTRIAL DISTRICT; SPECIFICALLY, TRACTS OF LAND NORTH OF WALKER ROAD AND EAST OF 294<sup>TH</sup> RD; TO DESCRIBE THE PROPERTY REZONED; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None.

Motion carried.

3. CONSIDERATION OF A VOLUNTARY ANNEXATION OF LOT 1, KNOX ADDITION

A. CONSIDERATION OF AN ORDINANCE (FIRST READING) APPROVING THE VOLUNTARY ANNEXATION OF LOT 1, KNOX ADDITION

Mr. Dworak noted that the applicant requested voluntary annexation of the Knox Addition property. It was noted that an ordinance of annexation would require three readings before passage.

Mayor Eickmeier opened the public hearing at 7:13 p.m. With no public comment received, the public hearing was closed at 7:13 p.m.

Councilmember Beck introduced the first reading of **Ordinance No. 2022-10**, AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY LOT 1 KNOX ADDITION TO THE CITY OF SEWARD, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

4. REVISION OF THE ONE- & SIX-YEAR STREET IMPROVEMENT PLAN

City Engineer Oneby presented the proposed one- & six-year street improvement plan as included in the Council packet. Councilmember Beck inquired as to grant funding that could be secured for brick reconstruction. Mr. Oneby indicated the City has explored and will continue to search but has not found any grant funding at this time. Councilmember Singleton pondered moving up one of the long-range north-south corridor projects (such as Prairie Flower Road) to the six-year plan to accommodate eastward growth. City Engineer Oneby and Mayor Eickmeier cautioned setting an expected project date because traffic data will be changing as construction begins in the Prairie View subdivision. With updated traffic information it can then inform Council policy about expected timeline for future construction projects in that area. Councilmember Kamprath queried if the traffic data from N Columbia Ave would be enough justification to construct a north-south project such as Prairie Flower Road, so to reduce traffic loads on N Columbia Ave. Mr. Butcher noted that the paving of 252<sup>nd</sup> Road would be the highest priority in alleviating traffic congestion on N Columbia Ave in his opinion, but suggested inclusion of the Prairie Flower Road project in the six-year plan so that future plans can be developed for construction of that route, possibly through private developers.

Mayor Eickmeier opened the public hearing at 7:49 p.m.

Marcia Karel, 194 E Seward – stated her perplexment with the lack of north-south new road construction projects on the presented six-year plan to alleviate traffic on N Columbia Ave; expressed disagreement with the City paving 252<sup>nd</sup> road as it lies in the County jurisdiction and believes it will not alleviate N Columbia Ave traffic.

Mayor Eickmeier closed the public hearing at 7:55 p.m.

**July 19, 2022**

Mr. Butcher noted the Planning Commission approved the plan unanimously with no amendments. The Planning Commission identified the potential of privately developing the Prairie Flower Road project; therefore, they suggested it be included in the six-year plan. They also recommended moving up the Lindell construction project in the order with engineering to take place in FY2023.

Councilmember Kamprath moved, seconded by Councilmember Beck, to approve the presented one & six year street improvement plan with the following amendments: 1). Moving of the Prairie Flower Road from the long-range plan into priority #37 of the six-year plan and 2). Adding a notation to #3 of the six-year plan (Lindell Avenue project) that engineering will take place in FY2023.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

**5. PROPOSED PLAN FOR THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT**

City Engineer Oneby noted the updated facility plan was recently completed by the project engineer, SEH, Inc., in advance of the final project design. The plan will need to be submitted to the State of Nebraska before final design can be undertaken. Councilmember Stryson inquired as to which treatment alternative was favored by City Engineer Oneby and Water/Wastewater Director Tim Richtig. The Sequencing Batch Reactor (SBR) system is preferred at this time due to lower costs, simplicity of use, and efficiency in operation.

Mayor Eickmeier opened the public hearing at 8:17 p.m. With no public comment received, the public hearing was closed at 8:17 p.m.

Councilmember Stryson moved, seconded by Councilmember Kamprath, to approve the Wastewater Treatment Facility Plan as presented.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

**ADMINISTRATIVE ITEMS**

**1. CONSIDERATION OF A RESOLUTION REMOVING PARKING ON WAVERLY ROAD**

City Administrator Butcher noted it is not the intention of the City to allow parking on the road due to safety concerns; therefore, placement of signs indicating as such is requested.

Councilmember Kamprath introduced **Resolution 2022-22**, to remove north-south side parking on Waverly Road from the Highway 15 intersection extending east to the Plum Creek Bridge. Councilmember Stryson moved, seconded by Councilmember Beck, to approve Resolution 2022-22.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

**2. ACKNOWLEDGE RECEIPT OF AIRPORT AUTHORITY RESOLUTION REQUESTING LEVY AUTHORITY FOR 2022-2023 FISCAL YEAR**

Mr. Butcher noted the proposed levy request was unchanged from last year and that the Airport Authority's budget would be presented during the FY2023 budgeting process.

Councilmember Beck moved, seconded by Councilmember Kolterman, to acknowledge the receipt of the airport authority resolution requesting levy authority for 2022-2023 fiscal year.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.

Nay: None. Motion carried.

**3. CONSIDERATION OF AN ORDINANCE AMENDING CITY CODE 85.5-1: CITY ADMINISTRATOR**

Mr. Butcher identified the purpose of this change in City code would be to align the City Administrator's codified duties to the approved job description from the June 7<sup>th</sup> meeting.

Councilmember Kamprath introduced Ordinance No. 2022-11. Councilmember Kolterman moved, seconded by Councilmember Miller to dispense with the statutory rule. Councilmember Stryson moved, seconded by Councilmember Miller, that the minutes of the proceedings of the Mayor and Council of the City of Seward, Seward County, Nebraska in the matter of passing and adopting: **Ordinance No. 2022-11, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 85 APPOINTED OFFICIALS, ARTICLE 5; CITY ADMINISTRATOR; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE**

**July 19, 2022**

FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None. Motion carried.

Councilmember Beck moved, seconded by Councilmember Kolterman that all ordinances be added to the permanent record.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None. Motion carried.

**4. UPDATE ON THE WELLNESS CENTER**

Mr. Butcher reported the City has now received the contract for the approved shovel-ready grant and is now reviewing the terms. One item identified in the contract will be the transfer of funds from the nonprofit entity to the City, to which an agreement will be drafted shortly. Mr. Butcher is also currently drafting a Request for Qualifications (RFQ) for the final project design, which will be presented for approval at a future Council meeting.

**CITY ADMINISTRATOR'S REPORT**

Councilmember Beck moved, seconded by Councilmember Kolterman, that City Administrator Butcher's report of July 19, 2022, be accepted.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None. Motion carried.

**ANNOUNCEMENT OF UPCOMING EVENTS**

August 4-7 – Seward County Fair

**STRATEGY SESSION**

**1. STRATEGY SESSION TO PROVIDE NEGOTIATION GUIDANCE CONCERNING REAL ESTATE INTERESTS**

Councilmember Miller moved, seconded by Councilmember Kolterman, that the Council enter a closed session with the Mayor, City Administrator, and City Clerk, for the protection of the public interest and to discuss current real estate interests and to provide the City Attorney with negotiating guidance for a period not to exceed 30 minutes.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None. Motion carried.

Mayor Eickmeier stated the Council has voted to go into closed session at 8:59 p.m. for the protection of the public interest and to discuss real estate interests and to provide the City Attorney with negotiating guidance.

At 9:12 p.m., the closed session ended, and the following Councilmembers reconvened to regular session: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken. Mayor Eickmeier announced that no formal action was taken during the executive session.

**MOTION TO ADJOURN**

Councilmember Singleton moved, seconded by Councilmember Stryson, that the July 19, 2022, City Council Meeting be adjourned.

Aye: Beck, Hendrix, Kamprath, Kolterman, Miller, Singleton, Stryson, Wilken.  
Nay: None. Motion carried.

Adjourned approximately 9:12 p.m.

THE CITY OF SEWARD, NEBRASKA

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann  
City Clerk

**ADMINISTRATIVE ITEMS**

1. Seward Special Olympics Program Discussion - Assistant Recreation Director Bode

# SEWARD SPECIAL OLYMPICS

Prepared by Donna Eiting and Louise Warnsholz  
June 2022

## **SPECIAL OLYMPICS**

“The mission of Special Olympics is to provide year-round sports training and athletic competition in a variety of sports for children and adults with intellectual disabilities, giving them the opportunity to develop physical fitness, demonstrate courage, experience joy, and participate in a sharing of gifts, skills and friendships with their families, other Special Olympic athletes, and the community. The goal of Special Olympics is that all persons with intellectual disabilities have the chance to become useful and productive citizens who are accepted and respected in their communities.”

Currently Special Olympics is the world's largest sports organization and offers year-round sports training and competitions. In addition to sports training and competitions leadership training, health care screenings and school enrichment programs are offered to individuals with intellectual disabilities.

Special Olympics was founded nationally in 1968 by Eunice Shriver and in 1972 Special Olympics Nebraska was started. The first Special Olympic Program in Seward was organized in the late '70's by Dave Neeley for only high school students through their PE classes. Tammy and Matt Stryson took over in mid '80's and expanded the program to other age groups. Doug and Terri Price led the program from the late '90's till 2001 and at that time Donna Eiting and Louise Warnsholz began their current position of Head of Delegation and Assistant Head of Delegation of Seward County Special Olympics, respectively. In 2021 a Special Olympic program was also started for middle school age athletes by Lori Voss at the Seward Middle School. Currently she has approximately 10-12 athletes.

## COMPETITION INFORMATION

The minimum age for Special Olympic competitors is eight (8) yrs. Old, there is no maximum age limit. In recent years Special Olympics has also started a Young Athletes Program for children with or without intellectual disabilities, ages two (2) to seven (7) years old. Young Athletes introduces basic sport skills, like running, kicking, and throwing. Young Athletes offers families, teachers, caregivers, and people from the community the chance to share the joy of sports with all children.

The State of Nebraska is divided into four regions: East, East Central, West Central and West. Each region hosts a regional competition in specific sports prior to state competition. Athletes must place 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> in their respective division in regional competition to advance onto state competition.

### Competitions:

EC Bowling Competition: January

EC Basketball Competition: February

State Spring Games (Basketball and Bowling): late March/first part of April (3 day)

EC Track and Field Competition: mid-late April, first part of May

State Summer Games (Track and Field): mid-May (2 day)

State Fall Games (Bocce and Softball): first part of August (2 day)

## **ATHLETES**

The current Seward County Special Olympic has approximately 30 Athletes and 10 Category A Coaches and 5 Category B Coaches. Prior to COVID (2020) Seward County had approx. 12 total additional athletes from York and Butler County. Athletes may choose to join teams in other communities if no Special Olympic program is offered in their community or if their Special Olympic Program does not offer a sport they wish to participate in. At the present time all Coaches volunteer their time which is at minimum of 8 hours per sport plus additional time of updating paperwork and reviewing Special Olympic sporting rule updates as needed. The Head of Delegation and Assistant Head of Delegation are also volunteers.

## **PAPERWORK REQUIREMENTS (see attached)**

The requirements to become a Special Olympic Athlete are as follows:

- Registration and Medical Form, renewable every three years
- Athlete Code of Conduct
- Athlete Release/Consent Form
- COVID Code of Conduct
- COVID Waiver

The requirements to become a Category A Coach are as follows:

- Complete a Category A Application
  - Coaches Code of Conduct
  - COVID Code of Conduct
  - COVID Waiver
  - Background Check, renewable every three years
  - Online Protective Behaviors, renewable every three years
  - Online Concussion Training, renewable every three years
- Also offered is the opportunity to yearly attend a Leadership Conference sponsored by Special Olympics Nebraska and a NCA Coaches Clinic. At the NCA Coaches Clinic Special Olympics Nebraska offers approx. 4 different sports. By attending the Coaches Clinic, the Coaches can become certified in a particular sport. This Certification is good for three years. The goal of Special Olympics Nebraska is to have at least one or more Certified Coaches in each sport offered by the Delegation.

The requirements to become a Category B Coach are as follows:

- Complete a Category B/Volunteer Form
- Coaches Code of Conduct
- COVID Code of Conduct
- COVID Waiver

2022



## ATHLETE MEDICAL/PHYSICAL AND RELEASE FORMS

Name \_\_\_\_\_

Attached are an Athlete Registration Form and an Athlete Medical Form. (The Athlete Release Form, the Athlete Code of Conduct, COVID Code of Conduct and COVID Waiver Forms are attached only if you are a new athlete, or your forms need to be updated).

These forms need to be completed and returned to me by \_\_\_\_\_

If your annual physical is due prior to the above date please complete your Special Olympic Physical at that time using the attached forms and return to me at that time

*Please take time to review and complete them as the directions indicate and return them to me by the above date.*

**Athlete Registration Form:** Please fill out the entire page completely.

**Athlete Medical Form:** The Athlete Registration Page, Page 1 and Page 2 of the Physical Pages are to be completed by the athlete/caregiver, parent, or guardian.

Page 3 of the Physical Pages is to be completed by the Doctor/Provider

Page 4 of the Physical Pages is to be completed only if the athlete has not been previously cleared for sports participation by the original Doctor/Provider (this form allows for two additional evaluations, if more are needed, please make additional copies of Page 4)

**If Applicable**

**Release Form:** If the athlete is a minor has a legal guardian, please sign on the correct lines, if the athlete signs on his/her behalf please sign on the correct lines

**Code of Conduct Form:** Please review and sign appropriately

**COVID Code of Conduct Form:** Please review and sign appropriately

**COVID Waiver:** Please review and sign appropriately

**CURRENT COVID VACINATION INFORMATION**

Please update your forms as soon as possible prior to the due date and return them to me.

Donna Eiting  
118 Maple Street  
Seward, Ne 68434  
402-641-1945

**All forms must be filled out completely or they will be returned to you**

# ATHLETE REGISTRATION FORM

**Special Olympics**



State Special Olympics Program: \_\_\_\_\_

Are you a new athlete to Special Olympics or Re-Registering?  New Athlete  Re-Registering

<b>ATHLETE INFORMATION</b>		
<b>First Name:</b>	<b>Middle Name:</b>	
<b>Last Name:</b>	<b>Preferred Name:</b>	
<b>Date of Birth (mm/dd/yyyy):</b>	<input type="checkbox"/> Female	<input type="checkbox"/> Male
<b>Race/Ethnicity (Optional):</b>		
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Asian	<input type="checkbox"/> Two or More Races
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	
<input type="checkbox"/> White	<input type="checkbox"/> Hispanic or Latino (specific origin group: _____)	
<b>Language(s) Spoken in Athlete's Home (Optional):</b> Check all that apply		
<input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other (please list): _____		
<b>Street Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Postal Code:</b>
<b>Phone:</b>	<b>E-mail:</b>	
<b>Sports/Activities:</b>		
<b>Athlete Employer, if any (Optional):</b>		
Does the athlete have the capacity to consent to medical treatment on his or her own behalf? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>PARENT / GUARDIAN INFORMATION (required if minor or otherwise has a legal guardian)</b>		
<b>Name:</b>		
<b>Relationship:</b>		
<input type="checkbox"/> Same Contact Info as Athlete		
<b>Street Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Postal Code:</b>
<b>Phone:</b>	<b>E-mail:</b>	
<b>EMERGENCY CONTACT INFORMATION</b>		
<input type="checkbox"/> Same as Parent/Guardian		
<b>Name:</b>		
<b>Phone:</b>	<b>Relationship:</b>	
<b>PHYSICIAN &amp; INSURANCE INFORMATION</b>		
<b>Physician Name:</b>		
<b>Physician Phone:</b>		
<b>Insurance Company:</b>	<b>Insurance Policy Number:</b>	
<b>Insurance Group Number:</b>		

# Athlete Medical Form – HEALTH HISTORY

(To be completed by the athlete or parent/guardian/caregiver and brought to exam)

Special  
Olympics



Athlete First & Last Name: \_\_\_\_\_ Preferred Name: \_\_\_\_\_

Athlete Date of Birth (mm/dd/yyyy): \_\_\_\_\_  Female  Male

STATE PROGRAM: \_\_\_\_\_ E-mail: \_\_\_\_\_

## ASSOCIATED CONDITIONS - Does the athlete have (check any that apply):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Autism                                | <input type="checkbox"/> Down Syndrome          | <input type="checkbox"/> Fragile X Syndrome |
| <input type="checkbox"/> Cerebral Palsy                        | <input type="checkbox"/> Fetal Alcohol Syndrome |   |
| <input type="checkbox"/> Other Syndrome, please specify: _____ |   |   |

## ALLERGIES & DIETARY RESTRICTIONS

- No Known Allergies
- Latex
- Medications: \_\_\_\_\_
- Insect Bites or Stings: \_\_\_\_\_
- Food: \_\_\_\_\_

## ASSISTIVE DEVICES - Does the athlete use (check any that apply):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Brace                 | <input type="checkbox"/> Colostomy          | <input type="checkbox"/> Communication Device |
| <input type="checkbox"/> C-PAP Machine         | <input type="checkbox"/> Crutches or Walker | <input type="checkbox"/> Dentures             |
| <input type="checkbox"/> Glasses or Contacts   | <input type="checkbox"/> G-Tube or J-Tube   | <input type="checkbox"/> Hearing Aid          |
| <input type="checkbox"/> Implanted Device      | <input type="checkbox"/> Inhaler            | <input type="checkbox"/> Pacemaker            |
| <input type="checkbox"/> Removable Prosthetics | <input type="checkbox"/> Splint             | <input type="checkbox"/> Wheel Chair          |

List any special dietary needs: \_\_\_\_\_

## SPORTS PARTICIPATION

List all Special Olympics sports the athlete wishes to play: \_\_\_\_\_

Has a doctor ever limited the athlete's participation in sports?

- No  Yes *If yes, please describe:* \_\_\_\_\_

## SURGERIES, INFECTIONS, VACCINES

List all past surgeries: \_\_\_\_\_

Does the athlete currently have any chronic or acute infection?

- No  Yes *If yes, please describe:* \_\_\_\_\_

Has the athlete ever had an abnormal Electrocardiogram (EKG) or Echocardiogram (Echo)? *If yes, describe date and results*

- Yes, had abnormal EKG \_\_\_\_\_
- Yes, had abnormal Echo \_\_\_\_\_

Has the athlete had a Tetanus vaccine in the past 7 years?  No  Yes

## EPILEPSY AND/OR SEIZURE HISTORY

Epilepsy or any type of seizure disorder  No  Yes

*If yes, list seizure type:* \_\_\_\_\_

*If yes, had seizure during the past year?*  No  Yes

## MENTAL HEALTH

Self-injurious behavior during the past year  No  Yes Depression (diagnosed)  No  Yes

Aggressive behavior during the past year  No  Yes Anxiety (diagnosed)  No  Yes

Describe any additional mental health concerns: \_\_\_\_\_

## FAMILY HISTORY

Has any relative died of a heart problem before age 50?  No  Yes

Has any family member or relative died while exercising?  No  Yes

List all medical conditions that run in the athlete's family: \_\_\_\_\_

# Athlete Medical Form – HEALTH HISTORY

(To be completed by the athlete or parent/guardian/caregiver and brought to Exam)



Athlete's First and Last Name: \_\_\_\_\_

**HAS THE ATHLETE EVER BEEN DIAGNOSED WITH OR EXPERIENCED ANY OF THE FOLLOWING CONDITIONS**

Loss of Consciousness	<input type="checkbox"/> No <input type="checkbox"/> Yes	High Blood Pressure	<input type="checkbox"/> No <input type="checkbox"/> Yes	Stroke/TIA	<input type="checkbox"/> No <input type="checkbox"/> Yes
Dizziness during or after exercise	<input type="checkbox"/> No <input type="checkbox"/> Yes	High Cholesterol	<input type="checkbox"/> No <input type="checkbox"/> Yes	Concussions	<input type="checkbox"/> No <input type="checkbox"/> Yes
Headache during or after exercise	<input type="checkbox"/> No <input type="checkbox"/> Yes	Vision Impairment	<input type="checkbox"/> No <input type="checkbox"/> Yes	Asthma	<input type="checkbox"/> No <input type="checkbox"/> Yes
Chest pain during or after exercise	<input type="checkbox"/> No <input type="checkbox"/> Yes	Hearing Impairment	<input type="checkbox"/> No <input type="checkbox"/> Yes	Diabetes	<input type="checkbox"/> No <input type="checkbox"/> Yes
Shortness of breath during or after exercise	<input type="checkbox"/> No <input type="checkbox"/> Yes	Enlarged Spleen	<input type="checkbox"/> No <input type="checkbox"/> Yes	Hepatitis	<input type="checkbox"/> No <input type="checkbox"/> Yes
Irregular, racing or skipped heart beats	<input type="checkbox"/> No <input type="checkbox"/> Yes	Single Kidney	<input type="checkbox"/> No <input type="checkbox"/> Yes	Urinary Discomfort	<input type="checkbox"/> No <input type="checkbox"/> Yes
Congenital Heart Defect	<input type="checkbox"/> No <input type="checkbox"/> Yes	Osteoporosis	<input type="checkbox"/> No <input type="checkbox"/> Yes	Spina Bifida	<input type="checkbox"/> No <input type="checkbox"/> Yes
Heart Attack	<input type="checkbox"/> No <input type="checkbox"/> Yes	Osteopenia	<input type="checkbox"/> No <input type="checkbox"/> Yes	Arthritis	<input type="checkbox"/> No <input type="checkbox"/> Yes
Cardiomyopathy	<input type="checkbox"/> No <input type="checkbox"/> Yes	Sickle Cell Disease	<input type="checkbox"/> No <input type="checkbox"/> Yes	Heat Illness	<input type="checkbox"/> No <input type="checkbox"/> Yes
Heart Valve Disease	<input type="checkbox"/> No <input type="checkbox"/> Yes	Sickle Cell Trait	<input type="checkbox"/> No <input type="checkbox"/> Yes	Broken Bones	<input type="checkbox"/> No <input type="checkbox"/> Yes
Heart Murmur	<input type="checkbox"/> No <input type="checkbox"/> Yes	Easy Bleeding	<input type="checkbox"/> No <input type="checkbox"/> Yes	Dislocated Joints	<input type="checkbox"/> No <input type="checkbox"/> Yes
Endocarditis	<input type="checkbox"/> No <input type="checkbox"/> Yes	If female athlete, list date of last menstrual period: _____			

Describe any past broken bones or dislocated joints (if yes is checked for either of those fields above): \_\_\_\_\_

List any other ongoing or past medical conditions: \_\_\_\_\_

**Neurological Symptoms for Spinal Cord Compression and Atlanto-axial Instability**

Difficulty controlling bowels or bladder	<input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, is this new or worse in the past 3 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Numbness or tingling in legs, arms, hands or feet	<input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, is this new or worse in the past 3 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Weakness in legs, arms, hands or feet	<input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, is this new or worse in the past 3 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Burner, stinger, pinched nerve or pain in the neck, back, shoulders, arms, hands, buttocks, legs or feet	<input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, is this new or worse in the past 3 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Head Tilt	<input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, is this new or worse in the past 3 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Spasticity	<input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, is this new or worse in the past 3 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Paralysis	<input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, is this new or worse in the past 3 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes

**PLEASE LIST ANY MEDICATION, VITAMINS OR DIETARY SUPPLEMENTS BELOW**

(includes inhalers, birth control or hormone therapy)

Medication, Vitamin or Supplement Name	Dosage	Times per Day	Medication, Vitamin or Supplement Name	Dosage	Times per Day	Medication, Vitamin or Supplement Name	Dosage	Times per Day

Is the athlete able to administer his or her own medications?  No  Yes

Name of Person Completing this Form      Relationship to Athlete      Phone      Email

# Athlete Medical Form – PHYSICAL EXAM

(To be completed by a Licensed Medical Professional qualified to conduct exams & prescribe medications)



Athlete's First and Last Name: \_\_\_\_\_

## MEDICAL PHYSICAL INFORMATION

(To be completed by a Licensed Medical Professional qualified to conduct physical exams and prescribe medications)

Height	Weight	BMI (optional)	Temperature	Pulse	O <sub>2</sub> Sat	Blood Pressure (in mmHg)		Vision		
cm	kg	BMI	C			BP Right:	BP Left:	Right Vision 20/40 or better <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A		
in	lbs	Body Fat %	F					Left Vision 20/40 or better <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A		

  

Right Hearing (Finger Rub) <input type="checkbox"/> Responds <input type="checkbox"/> No Response <input type="checkbox"/> Can't Evaluate	Bowel Sounds <input type="checkbox"/> Yes <input type="checkbox"/> No
Left Hearing (Finger Rub) <input type="checkbox"/> Responds <input type="checkbox"/> No Response <input type="checkbox"/> Can't Evaluate	Hepatomegaly <input type="checkbox"/> No <input type="checkbox"/> Yes
Right Ear Canal <input type="checkbox"/> Clear <input type="checkbox"/> Cerumen <input type="checkbox"/> Foreign Body	Splenomegaly <input type="checkbox"/> No <input type="checkbox"/> Yes
Left Ear Canal <input type="checkbox"/> Clear <input type="checkbox"/> Cerumen <input type="checkbox"/> Foreign Body	Abdominal Tenderness <input type="checkbox"/> No <input type="checkbox"/> RUQ <input type="checkbox"/> RLQ <input type="checkbox"/> LUQ <input type="checkbox"/> LLQ
Right Tympanic Membrane <input type="checkbox"/> Clear <input type="checkbox"/> Perforation <input type="checkbox"/> Infection <input type="checkbox"/> NA	Kidney Tenderness <input type="checkbox"/> No <input type="checkbox"/> Right <input type="checkbox"/> Left
Left Tympanic Membrane <input type="checkbox"/> Clear <input type="checkbox"/> Perforation <input type="checkbox"/> Infection <input type="checkbox"/> NA	Right upper extremity reflex <input type="checkbox"/> Normal <input type="checkbox"/> Diminished <input type="checkbox"/> Hyperreflexia
Oral Hygiene <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Left upper extremity reflex <input type="checkbox"/> Normal <input type="checkbox"/> Diminished <input type="checkbox"/> Hyperreflexia
Thyroid Enlargement <input type="checkbox"/> No <input type="checkbox"/> Yes	Right lower extremity reflex <input type="checkbox"/> Normal <input type="checkbox"/> Diminished <input type="checkbox"/> Hyperreflexia
Lymph Node Enlargement <input type="checkbox"/> No <input type="checkbox"/> Yes	Left lower extremity reflex <input type="checkbox"/> Normal <input type="checkbox"/> Diminished <input type="checkbox"/> Hyperreflexia
Heart Murmur (supine) <input type="checkbox"/> No <input type="checkbox"/> 1/6 or 2/6 <input type="checkbox"/> 3/6 or greater	Abnormal Gait <input type="checkbox"/> No <input type="checkbox"/> Yes, describe below
Heart Murmur (upright) <input type="checkbox"/> No <input type="checkbox"/> 1/6 or 2/6 <input type="checkbox"/> 3/6 or greater	Spasticity <input type="checkbox"/> No <input type="checkbox"/> Yes, describe below
Heart Rhythm <input type="checkbox"/> Regular <input type="checkbox"/> Irregular	Tremor <input type="checkbox"/> No <input type="checkbox"/> Yes, describe below
Lungs <input type="checkbox"/> Clear <input type="checkbox"/> Not clear	Neck & Back Mobility <input type="checkbox"/> Full <input type="checkbox"/> Not full, describe below
Right Leg Edema <input type="checkbox"/> No <input type="checkbox"/> 1+ <input type="checkbox"/> 2+ <input type="checkbox"/> 3+ <input type="checkbox"/> 4+	Upper Extremity Mobility <input type="checkbox"/> Full <input type="checkbox"/> Not full, describe below
Left Leg Edema <input type="checkbox"/> No <input type="checkbox"/> 1+ <input type="checkbox"/> 2+ <input type="checkbox"/> 3+ <input type="checkbox"/> 4+	Lower Extremity Mobility <input type="checkbox"/> Full <input type="checkbox"/> Not full, describe below
Radial Pulse Symmetry <input type="checkbox"/> Yes <input type="checkbox"/> R>L <input type="checkbox"/> L>R	Upper Extremity Strength <input type="checkbox"/> Full <input type="checkbox"/> Not full, describe below
Cyanosis <input type="checkbox"/> No <input type="checkbox"/> Yes, describe	Lower Extremity Strength <input type="checkbox"/> Full <input type="checkbox"/> Not full, describe below
Clubbing <input type="checkbox"/> No <input type="checkbox"/> Yes, describe	Loss of Sensitivity <input type="checkbox"/> No <input type="checkbox"/> Yes, describe below

### SPINAL CORD COMPRESSION & ATLANTO-AXIAL INSTABILITY (AAI) (Select one)

- Athlete shows **NO EVIDENCE** of neurological symptoms or physical findings associated with spinal cord compression or atlanto-axial instability.
- OR**
- Athlete has neurological symptoms or physical findings that could be associated with spinal cord compression or atlanto-axial instability and **must receive an additional neurological evaluation** to rule out additional risk of spinal cord injury prior to clearance for sports participation.

### ATHLETE CLEARANCE TO PARTICIPATE (TO BE COMPLETED BY EXAMINER ONLY)

Licensed Medical Examiners: It is recommended that the examiner review items on the medical history with the athlete or their guardian, prior to performing the physical exam. If an athlete needs further medical evaluation please make a referral below and second physician for referral should complete page 4.

- This athlete is **ABLE** to participate in Special Olympics sports without restrictions.
- This athlete is **ABLE** to participate in Special Olympics sports **WITH** restrictions. Describe → \_\_\_\_\_
- This athlete **MAY NOT participate** in Special Olympics sports at this time & **MUST** be further evaluated by a physician for the following concerns:
- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Concerning Cardiac Exam       | <input type="checkbox"/> Acute Infection                  | <input type="checkbox"/> O <sub>2</sub> Saturation Less than 90% on Room Air |
| <input type="checkbox"/> Concerning Neurological Exam  | <input type="checkbox"/> Stage II Hypertension or Greater | <input type="checkbox"/> Hepatomegaly or Splenomegaly                        |
| <input type="checkbox"/> Other, please describe: _____ |   |  |

### Additional Licensed Examiner's Notes and Recommended (but not required) Follow-up:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Follow up with a cardiologist      | <input type="checkbox"/> Follow up with a neurologist        | <input type="checkbox"/> Follow up with a primary care physician      |
| <input type="checkbox"/> Follow up with a vision specialist | <input type="checkbox"/> Follow up with a hearing specialist | <input type="checkbox"/> Follow up with a dentist or dental hygienist |
| <input type="checkbox"/> Follow up with a podiatrist        | <input type="checkbox"/> Follow up with a physical therapist | <input type="checkbox"/> Follow up with a nutritionist                |
| <input type="checkbox"/> Other/Exam Notes: _____            |  |   |

<b>Signature of Licensed Medical Examiner</b>	Name:	
	E-mail:	
	Exam Date	Phone:
		License #:

# Athlete Medical Form – MEDICAL REFERRAL FORM

(To be completed by a Licensed Medical Professional only if referral is needed)



Athlete's First and Last Name: \_\_\_\_\_

This page only needs to be completed and signed if the physician on page three does not clear the athlete and indicates further evaluation is required.

Athlete should bring the previously completed pages to the appointment with the specialist.

Examiner's Name: \_\_\_\_\_

Specialty: \_\_\_\_\_

I have been asked to perform an additional athlete exam for the following medical concern(s) - *Please describe:*

- Concerning Cardiac Exam       Acute Infection       O<sub>2</sub> Saturation Less than 90% on Room Air  
 Concerning Neurological Exam       Stage II Hypertension or Greater       Hepatomegaly or Splenomegaly  
 Other, please describe:

**In my professional opinion, this athlete MAY now participate in Special Olympics sports (indicate restrictions or limitations below):**

- Yes       Yes, but with restrictions (*list below*)       No

Additional Examiner Notes/Restrictions:

Examiner E-mail: \_\_\_\_\_

Examiner Phone: \_\_\_\_\_

License: \_\_\_\_\_

**Examiner's Signature**

**Date**

**This section to be completed by Special Olympics staff only, if applicable.**

- This medical exam was completed at a MedFest event?       Yes       No  
The athlete is a Unified Partner or a Young Athlete Participant?       Unified Partner       Young Athlete



**Special Olympics**  
Nebraska

**Athlete Code of Conduct**

Special Olympics is committed to the highest standards of Sportsmanship, Training, Rules of Competition, and Character. I understand I am a representative of Special Olympics, both on and off the field, and my actions should uphold these standards. As an athlete participating in Special Olympics or as a Unified Partner, I agree to abide by the Special Olympics Athlete Code of Conduct as stated below:

**Sportsmanship**

- ✓ I will practice good sportsmanship.
- ✓ I will act in ways that bring respect to me, my coaches, my team and to Special Olympics.
- ✓ I will not swear and/or use bad language.
- ✓ I will not insult others by my actions, verbal or non-verbal.
- ✓ I will not fight with others athletes, coaches, volunteers or staff of Special Olympics Nebraska.

**Training and Competition**

- ✓ I will train regularly and follow guidelines set-forth on current training requirements.
- ✓ I will learn and follow rules of sports I participate in.
- ✓ I will listen to my coaches and officials.
- ✓ I will consistently do my best in training, attendance and in competitions.
- ✓ I will consistently compete at the best of my ability and not hold back during preliminary or 'divisioning.'

**Character**

I will not make inappropriate or unwanted physical, verbal or sexual advances on others, including using social media (ie: Texting, Tweeting, Facebook).

- ✓ I will not make any negative statements about athletes, coaches, volunteers or Special Olympics., which includes social media such as Facebook, Twitter, My Space, texting. etc.
- ✓ I will not smoke in non-smoking areas.
- ✓ I will not use illegal drugs.
- ✓ I will not drink alcohol underage nor when involved in Special Olympics activities.
- ✓ I will not take or use drugs for the purpose of improving my performance.
- ✓ I will obey all laws and Special Olympics rules, as well as the National and International Federations/Governing Rules for my sport(s).

I understand that if I do not obey this Special Olympics 'Code of Conduct,' I will be subject to a range of consequences by my Team, Region, or Special Olympics Nebraska, up to and including not being allowed to participate in any sports or activities.

Athlete Name: \_\_\_\_\_

Team/ Delegation: \_\_\_\_\_

Athlete or Parent/Guardian Signature: \_\_\_\_\_

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

I authorize my electronic signature.

# COVID-19 Participant Code of Conduct and Risk Assessment Form

Special Olympics



I understand I could get Coronavirus through sports, training, competition and/or any group activity at Special Olympics. I am choosing to participate in sports, competition and/or other Special Olympics activities at my own risk.

During the time these precautions are needed, I agree to the following to help keep me and my fellow participants safe:

<input type="checkbox"/> If I have COVID-19 symptoms, I will stay at home and NOT go to any activities until 7 days after all of my symptoms are over. If I am exposed to COVID-19 and have no symptoms, I must self-quarantine if required by local regulations
<input type="checkbox"/> Special Olympics gave me education on Special Olympics rules for COVID-19 and who is at high-risk.
<input type="checkbox"/> I know that if I have a high-risk condition, I have more risk that I could get sick or die from COVID-19. If I have a high-risk condition and am not fully vaccinated, I should not go to Special Olympics events in person, until there is little or no Coronavirus in my community.
<input type="checkbox"/> I know that before or when I get to a Special Olympics activity, they may ask me some questions about symptoms and exposure to COVID-19. They may also take my temperature. I will answer truthfully and participate fully.
<input type="checkbox"/> I will keep at least 6 ft/2m from all participants at all times, when asked
<input type="checkbox"/> I will wear a mask at all times while at Special Olympics activities when asked. I may not have to wear it during active exercise.
<input type="checkbox"/> I will wash my hands for 20 seconds or use hand sanitizer before any activities. I will wash my hands any time I sneeze, cough, go to the bathroom or get my hands dirty.
<input type="checkbox"/> I will avoid touching my face. I will cover my mouth when I cough or sneeze and immediately wash my hands after.
<input type="checkbox"/> I will not share drinking bottles or towels with other people.
<input type="checkbox"/> I will only share equipment when instructed to. If equipment must be shared, I will only touch the equipment if it is disinfected first.
<input type="checkbox"/> If I get or have had COVID, I will not go to any in-person Special Olympics events until 7 days after my symptoms end. I will go to my doctor and get written clearance before returning to any sport or fitness activities.
<input type="checkbox"/> I understand that if I do not follow all of these rules, I may not be allowed to participate in Special Olympics activities during this time.

**COVID-19 Participant Code of Conduct  
and Risk Assessment Form**

**Special Olympics**



I HAVE READ ALL OF THIS AGREEMENT OR HAVE HAD IT READ TO  
ME AND AGREE TO FOLLOW THESE ACTIONS.

**PARTICIPANT FULL NAME:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Circle one:** Athlete Unified Partner      Coach/Volunteer Family/Caregiver      Staff

**PARTICIPANT SIGNATURE** *(required for adult (age 18+) participants, including adult athlete with capacity to sign documents)*

By signing this, I acknowledge that I have completely read and fully understand the information in this form.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE** *(required for participant who is a minor (younger than age 18) or lacks capacity to sign documents)*

I am a parent or guardian of the athlete/participant named above. I have read and understand this form and have explained the contents to the participant as appropriate. By signing, I agree to this form on my own behalf and on behalf of the participant.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

# Fact Sheet on Who is at Higher Risk from COVID-19

Special Olympics



Subject to Change  
Version: 6-28-2021

## Who is at higher risk of COVID-19?

COVID-19 is a relatively new disease and information is changing on who is more likely to get COVID-19 and who is will have more complications.

Current clinical guidance and information from the U.S. Centers for Disease Control and Prevention (CDC) and World Health Organization (WHO) lists those at high-risk for severe illness from COVID-19 as:

- Unvaccinated people 60 years and older. Risk increases with age.
- Unvaccinated people with disabilities (resulting from long-standing systemic health and social inequities)

Regardless of age, individuals who are **unvaccinated** and have underlying conditions, such as the following, are or maybe at increased risk of severe illness from COVID-19:

- People with chronic lung disease, chronic obstructive pulmonary disease or moderate to severe asthma, interstitial lung disease, cystic fibrosis, and pulmonary hypertension
- People who have serious heart conditions (including heart failure, coronary artery disease, congenital heart disease, cardiomyopathy, hypertension)
- People who have HIV and/or are immunocompromised
- People with obesity or who are overweight (body mass index [BMI] of 25 or higher). To calculate BMI, refer to:
  - [https://www.cdc.gov/healthyweight/assessing/bmi/adult\\_bmi/english\\_bmi\\_calculator/bmi\\_calculator.html](https://www.cdc.gov/healthyweight/assessing/bmi/adult_bmi/english_bmi_calculator/bmi_calculator.html)
- People with cancer
- People with diabetes (Type 1 and 2)
- People with chronic kidney disease
- People with liver disease
- People with dementia
- People with down syndrome
- People who are pregnant
- People who are smokers, current or former
- People with a substance abuse disorder
- People with sickle cell disease or thalassemia
- People who have had a stroke or cerebrovascular disease

The list may change as evidence is learned. Please review the latest list of conditions that put individuals at increased risk available at the [CDC website \(https://bit.ly/2VEJcSK\)](https://bit.ly/2VEJcSK)

If you are at a high risk and unvaccinated, you may be putting yourself at risk when you return to activities with Special Olympics. But, you may also put your family and your teammates at risk. If you have these conditions, it is strongly recommended that you should not return to Special Olympics in person activities until you are vaccinated or the community transmission in your community is low.

If you have been diagnosed with COVID-19, you should consult with a healthcare professional for written medical clearance before returning to Special Olympics in person activities as serious cardiac, respiratory, and neurological issues may develop as a result of COVID-19.

Updated June 2021

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION  
AGREEMENT FOR COMMUNICABLE DISEASES  
("Agreement") for  
SPECIAL OLYMPICS**

In consideration of being allowed to participate in any way in Special Olympics sports training, competition or fundraising activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious and/or communicable diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Special Olympics, Inc, Special Olympics Nebraska, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of Participant: \_\_\_\_\_

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

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

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

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



Thank you for your interest in the Seward County Special Olympics Program. To become involved as a volunteer coach you do need to complete some paperwork.

**Attached is a Category A Form, a Coaches Code of Conduct Form, a COVID Code of Conduct and a COVID Waiver which needs to be completed and returned to me: Donna Eiting, 118 Maple Street, Seward, Ne 68434. You will also need to provide a copy of your most current COVID information.**

Do not submit these forms to Special Olympics Nebraska as I will do that for you so I may keep copies in my files.

You also need to go online to complete **The Online Protective Behaviors Program**. After you receive a confirmation from Special Olympics National please forward/email that confirmation onto me so that I may keep a copy in my files. [donnaeiting@hotmail.com](mailto:donnaeiting@hotmail.com)

A **Background Check** is required on anyone over the age of 19. Again, please forward the final verification received to me.

**Online Concussion Training** is also required. After completing, please send me a copy of your completed certificate.

**For ease of completion of the online programs I must have your correct email address so I can send you an email containing direct links to the online programs. Always remember so send me a copy of the completed certificate or confirmation note.**

Again thank you for your interest in our program.

**"Let me win, but if I cannot win let me be brave in the attempt"**

Sincerely,

*Donna Eiting*

Donna Eiting, HOD Seward County Special Olympics

2022

# CLASS A VOLUNTEER & UNIFIED PARTNER REGISTRATION

**Special Olympics**



Local Special Olympics Program: \_\_\_\_\_

Registration Type (mark one or both):       Volunteer       Unified Partner

Are you a new or Re-Registering?       New       Re-Registering

<b>VOLUNTEER / UNIFIED PARTNER INFORMATION</b>		
<b>First Name:</b>	<b>Last Name:</b>	
<b>Date of Birth (mm/dd/yyyy):</b>	<input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Other Gender Identity
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Phone:</b>	<b>E-mail:</b>	
<b>Sports/Activities:</b>		
<b>Race/Ethnicity (Optional):</b>		
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Asian American	<input type="checkbox"/> Prefer not to answer
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> More than one race
<input type="checkbox"/> White or Caucasian	<input type="checkbox"/> Hispanic or Latinx	
<b>Language(s) (Optional):</b> Mark all that apply		
<input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other (please list):		
<b>PARENT / GUARDIAN INFORMATION</b> (required if minor or otherwise has a legal guardian)		
<b>Name:</b>	<b>Relationship:</b>	
<input type="checkbox"/> Same a contact information above		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Phone:</b>	<b>E-mail:</b>	
<b>EMERGENCY CONTACT INFORMATION</b> <span style="float: right;"><input type="checkbox"/> Same as Parent/Guardian</span>		
<b>Name:</b>	<b>Relationship:</b>	<b>Phone:</b>

✘ -----

<b>INFORMATION NEEDED TO PERFORM BACKGROUND CHECK</b> (only required for participants 18 years and older)	
<b>Social Security Number:</b>	
<b>Driver's License Number (If Applicable):</b>	<b>Issuing State:</b>

**Special Olympics will not keep your Social Security number and driver's license number submitted on this form. This part of the form will be detached and destroyed after your background check is completed.**

**CLASS A VOLUNTEER &  
UNIFIED PARTNER REGISTRATION**

**Special Olympics**



<b>BACKGROUND INFORMATION (only required for participants 16 years and older)</b>		
Do you use illegal drugs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been convicted of a criminal offense?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been charged with and/or convicted of neglect, abuse or assault?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Has your driver's license ever been suspended or revoked in any jurisdiction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If you answered "yes" to any of the questions, please provide details:		
<b>HEALTH INFORMATION</b>	<b>**Health information is collected in case of emergency. Each participant is responsible for determining if the participant is physically able to participate.</b>	
<b>Please mark if you have any of the following conditions and provide details:</b>		
<input type="checkbox"/> Special Dietary Needs:		
<input type="checkbox"/> Allergies:		
<input type="checkbox"/> Assistive or Implantable Devices:		
<input type="checkbox"/> High Blood Pressure:		
<input type="checkbox"/> Heart Condition:		
<input type="checkbox"/> Asthma or Respiratory Condition:		
<input type="checkbox"/> Mental Health Condition:		
<input type="checkbox"/> Epilepsy or Seizure Disorder:		
<input type="checkbox"/> Neurological Condition:		
<input type="checkbox"/> Diabetes:		
<input type="checkbox"/> Sickle Cell Anemia/Trait:		
<input type="checkbox"/> Chronic Infection:		
<input type="checkbox"/> Missing Organ (e.g., spleen, kidney):		
<input type="checkbox"/> Other Health Conditions:		
<b>Please list any medications, vitamins, or dietary supplements below:</b>		
<b>Medication Name</b>	<b>Dosage</b>	<b>Times per Day</b>

**Class A Volunteers and Unified Partners who are 18 years of age and older are required to complete the online Protective Behaviors training, unless they are a current high school student. Access the Protective Behaviors training at [www.specialolympics.org/protectivebehaviors](http://www.specialolympics.org/protectivebehaviors).**

# CLASS A VOLUNTEER & UNIFIED PARTNER REGISTRATION

**Special Olympics**



I agree to the following:

1. **Ability to Participate.** I am physically able to take part in Special Olympics activities.
2. **Likeness Release.** I give permission to Special Olympics, Inc., Special Olympics games/local organizing committees, and Special Olympics accredited Programs (collectively "Special Olympics") and Special Olympics partners and sponsors to use my likeness, photo, video, name, voice, words, and biographical information to promote Special Olympics, raise funds for Special Olympics, and acknowledge partners' and sponsors' support for Special Olympics.
3. **Risk of Concussion and Other Injury.** I know there is a risk of injury. I understand the risk of continuing to participate with or after a concussion or other injury. I may have to get medical care if I have a suspected concussion or other injury. I also may have to wait 7 days or more and get permission from a doctor before I start playing sports again.
4. **Emergency Care.** If I am unable, or my guardian is unavailable, to consent or make medical decisions in an emergency, I authorize Special Olympics to seek medical care on my behalf.
5. **Overnight Stay.** For some events, I may stay in a hotel or someone's home. If I have questions, I will ask.
6. **Health Programs.** If I take part in a health program as a participant, I consent to health activities, screenings, and treatment. This should not replace regular health care. I can say no to treatment or anything else at any time.
7. **Personal Information.** I understand that Special Olympics will be collecting my personal information as part of my participation, including my name, image, address, telephone number, health information, and other personally identifying and health related information I provide to Special Olympics ("personal information").
  - I agree and consent to Special Olympics:
    - using my personal information in order to: make sure I am eligible and can participate safely; run trainings and events; share competition results (including on the Web and in news media); provide health treatment if I participate in a health program; analyze data for the purposes of improving programming and identifying and responding to the needs of Special Olympics participants; perform computer operations, quality assurance, testing, and other related activities; and provide event-related services.
    - using my contact information for communicating with me about Special Olympics.
    - sharing my personal information confidentially with (i) researchers, such as universities and public health agencies, that are studying intellectual disabilities and the impact of Special Olympics activities, (ii) medical professionals in an emergency, and (iii) government authorities for the purpose of assisting me with any visas required for international travel to Special Olympics events and for any other purpose necessary to protect public safety, respond to government requests, and report information as required by law.
  - I have the right to ask to see my personal information or to be informed about the personal information that is processed about me. I have the right to ask to correct and delete my personal information, and to restrict the processing of my personal information if it is inconsistent with this consent.
  - *Privacy Policy.* Personal information may be used and shared consistent with this form and as further explained in the Special Olympics privacy policy at [www.SpecialOlympics.org/Privacy-Policy](http://www.SpecialOlympics.org/Privacy-Policy).
8. **Background Check Authorization. [APPLIES TO ADULTS ONLY]** I authorize Special Olympics to conduct a background check on me. This background check may be done through a third party. The background check may include an inquiry into my employment, education, driving, and/or criminal history. I understand that Special Olympics may rely on information provided or discovered to determine whether I may participate in Special Olympics activities. By signing below, I authorize investigators to conduct a background check as described in this form. I further authorize any third parties or agencies who may be in possession of the requested information, to disclose such information in connection with this background check.
9. **Waiver and Liability Release.** I understand the risks involved with participation in Special Olympics activities. I fully accept and assume all risks and all responsibility for losses, costs, and damages I may incur as a result of my participation. I release and agree not to sue any Special Olympics organization, its directors, agents, volunteers, and employees, and other participants ("Releasees") related to any liabilities, claims, or losses on my account caused or alleged to be caused in whole or in part by the Releasees. I further agree that if, despite this release, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify and hold harmless each of the Releasees from any such liabilities, claims, or losses as the result of such claim. I agree that if any part of this form is held to be invalid, the other parts shall continue in full force and effect.

<b>Name:</b>	
<b>VOLUNTEER / UNIFIED PARTNER SIGNATURE</b> (required for adult with capacity to sign legal documents)	
I have read and understand this form. If I have questions, I will ask. By signing, I agree to this form.	
<b>Volunteer/Unified Partner Signature:</b>	<b>Date:</b>
<b>PARENT / GUARDIAN SIGNATURE</b> (required for participant who is a minor or lacks capacity to sign legal documents)	
I am a parent or guardian of the participant. I have read and understand this form and have explained the contents to the participant as appropriate. By signing, I agree to this form on my own behalf and on behalf of the participant.	
<b>Parent / Guardian Signature:</b>	<b>Date:</b>
<b>Printed Name:</b>	<b>Relationship:</b>



## **CONCUSSION AWARENESS AND SAFETY RECOGNITION POLICY**

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### **Objective**

It is Special Olympics' intent to take steps to help ensure the health and safety of all Special Olympics participants. All Special Olympics participants should remember that safety comes first and should take reasonable steps to help minimize the risks for concussion or other serious brain injuries.

### **Defining a Concussion**

A concussion is defined by the Centers for Disease Control as a type of traumatic brain injury caused by a bump, blow, or jolt to the head as well as serial, cumulative hits to the head. Concussions can also occur from a blow to the body that causes the head and brain to move quickly back and forth—causing the brain to bounce around or twist within the skull. Although concussions are usually not life-threatening, their effects can be serious and therefore proper attention must be paid to individuals suspected of sustaining a concussion.

### **Suspected or Confirmed Concussion**

A participant who is suspected of sustaining a concussion in a practice, game or competition shall be removed from practice, play or competition at that time. If a qualified medical professional is available on-site to render an evaluation, that person shall have final authority as to the removal or return to play of the participant. If applicable, the participant's parent or guardian should be made aware that the participant is suspected of sustaining a concussion.

### **Return to Play**

A participant who has been removed from practice, play or competition due to a suspected concussion may not participate in Special Olympics sports activities until either of the following occurs (1) at least seven (7) consecutive days have passed since the participant was removed from play and a currently licensed, qualified medical professional provides written clearance for the participant to return to practice, play and competition or (2) a currently licensed, qualified medical professional determines that the participant did not suffer a concussion and provides written clearance for the participant to return to practice play immediately. Written clearance in either of the scenarios above shall become a permanent record.

The Centers for Disease Control website [www.cdc.gov/concussion](http://www.cdc.gov/concussion) provides additional resources relative to concussions that may be of interest to participants and their families.

## Special Olympics Nebraska Volunteer Code of Conduct



Special Olympics is committed to the highest standards of Sportsmanship, Training, Rules of Competition, and Character. I understand I am a representative of Special Olympics, both on and off the field, and my actions should uphold these standards. As a volunteer participating in Special Olympics, I agree to abide by the Special Olympics Volunteer Code of Conduct as stated below:

- Provide for the general welfare, health, and safety of all Special Olympics athletes and volunteers
- Dress and act in an appropriate manner at all times
- Follow the established rules and guidelines of Special Olympics and/or any agency involved with Special Olympics
- Report any emergencies to the appropriate authorities after first taking immediate action to ensure the health and safety of the participants
- Abstain from the consumption or use of all alcohol, tobacco products, and illegal substances while involved with any Special Olympics event or competition
- Not engage in any inappropriate contact or relationship with athletes, volunteers, or other participants of Special Olympics

I understand that if I do not obey this Special Olympics 'Code of Conduct,' I will be subject to a range of consequences by my Team, Region, or Special Olympics Nebraska, up to and including not being allowed to participate in any sports or activities.

Print Name: \_\_\_\_\_

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

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

Team: \_\_\_\_\_



## Special Olympics Nebraska Coaches Code of Conduct

I understand I am a representative of Special Olympics, both on and off the field, and my actions should uphold the highest standards. As a coach with Special Olympics Nebraska I agree to abide by the Special Olympics Coaches Code of Conduct as stated below:

### **Respect for Others**

- ✓ I will respect the rights, dignity and worth of athletes, coaches, volunteers, friends and spectators in Special Olympics.
- ✓ I will treat everyone equally regardless of sex, ethnic origin, religion or ability.
- ✓ I will be a positive role model for the athletes I coach.

### **Ensure a Positive Experience**

- ✓ I will ensure that for each athlete I coach, the time spent with Special Olympics is a positive experience.
- ✓ I will respect the talent, developmental stage and goals of each athlete.
- ✓ I will ensure each athlete competes in events that challenge that athlete's potential and are appropriate to that athlete's ability.
- ✓ I will be fair, considerate and honest with athletes and communicate with athletes using simple, clear language.
- ✓ I will ensure that accurate scores are provided for entry of an athlete into any event.
- ✓ I will instruct each athlete to perform to the best of the athlete's ability at all preliminary competition and finals competition in accordance with the Official Special Olympics Sports Rules.
- ✓ I will encourage athletes to embrace a fit and healthy lifestyle.

### **Act Professionally and Take Responsibility for My Actions**

- ✓ My language, manner, punctuality, preparation and presentation will demonstrate high standards.
- ✓ I will display control, respect, dignity and professionalism to all involved in the sport (athletes, coaches, opponents, officials, administrators, parents, spectators, media, etc.).
- ✓ I will encourage athletes to demonstrate the same qualities.
- ✓ I will not drink alcohol, smoke or take illegal drugs while representing Special Olympics at training sessions or during competition.
- ✓ I will refrain from any form of personal abuse towards athletes and others, including verbal, physical and emotional abuse. This includes personal abuse via social media (ie: texting, tweeting, email, and facebook).
- ✓ I will be alert to any form of abuse from other sources directed toward athletes in my care.
- ✓ I will abide by the Special Olympics policy on the prohibition of coaches dating athletes.

### **Quality Service to the Athletes**

- ✓ I will seek continual improvement through performance evaluation and ongoing coach education.
- ✓ I will be knowledgeable about the Sports Rules and skills of the sport(s) I coach.
- ✓ I will provide a plan for a regular training program.
- ✓ I will keep copies of the medical, training and competition records for each athlete I coach.
- ✓ I will follow the Special Olympics, International Federation, National Federation/Governing Body rules for my sport(s).

### **Health and Safety of Athletes**

- ✓ I will ensure that the equipment and facilities are safe to use.
- ✓ I will ensure that the equipment, rules, training and environment are appropriate for the age and ability of the athletes.
- ✓ I will review each athlete's medical form and be aware of any limitations on that athlete's participation noted on that form.
- ✓ I will encourage athletes to seek medical advice when required.
- ✓ I will maintain the same interest and support toward sick and injured athletes.
- ✓ I will allow further participation in training and competition only when appropriate.

If the behaviors, attitudes, or actions of any coach or other participant of the member organization be contrary to these principles or to the goals and mission of Special Olympics Nebraska, then one or more of the following steps may be taken by the Program Committee, Sports Officials, and/or by SONE in an effort to alleviate the situation without further affecting the athletes of SONE:

The coach will be notified of the undesirable behavior or action and requested to remedy the situation for continued participation.

The coach will be requested to withdraw, personally or as an organization, from the remainder of the event and/or game/match.

If a team is found using an ineligible or illegal player, the team will forfeit all games in which the athlete played and will also forfeit any awards that were received, and the team will not advance to the next level of competition.

In the event of extreme or repeated behavior or actions, Special Olympics Nebraska may:

Suspend the coach or organization from participating in any or all SONE activity pending further investigation into the alleged behavior or action.

Suspend the coach or organization from participating in SONE activity for a specified period of time to be determined by the President/CEO of SONE or designee and/or the Program Committee.

Ban the coach or organization from participating in SONE activity indefinitely.

If a coach is suspended or their coaching status has been revoked by SONE, then all sport certifications will be revoked, and the individual must re-certify those sports records. The coach must submit a letter to the Vice President of Program explaining why they should be reinstated as a coach. If approval is granted for reinstatement, the individual will be required to submit a new Category A volunteer form, complete a new background check, and complete the Protective Behaviors training. Sports re-certification cannot occur until after they have been reinstated as a coach.

I understand that if I violate this Code of Conduct I will be subject to a range of consequences, up to and including being prohibited from coaching in Special Olympics.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Team/Delegation: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

# COVID-19 Participant Code of Conduct and Risk Assessment Form

Special Olympics



I understand I could get Coronavirus through sports, training, competition and/or any group activity at Special Olympics. I am choosing to participate in sports, competition and/or other Special Olympics activities at my own risk.

During the time these precautions are needed, I agree to the following to help keep me and my fellow participants safe:

<input type="checkbox"/> If I have COVID-19 symptoms, I will stay at home and NOT go to any activities until 7 days after all of my symptoms are over. If I am exposed to COVID-19 and have no symptoms, I must self-quarantine if required by local regulations
<input type="checkbox"/> Special Olympics gave me education on Special Olympics rules for COVID-19 and who is at high-risk.
<input type="checkbox"/> I know that if I have a high-risk condition, I have more risk that I could get sick or die from COVID-19. If I have a high-risk condition and am not fully vaccinated, I should not go to Special Olympics events in person, until there is little or no Coronavirus in my community.
<input type="checkbox"/> I know that before or when I get to a Special Olympics activity, they may ask me some questions about symptoms and exposure to COVID-19. They may also take my temperature. I will answer truthfully and participate fully.
<input type="checkbox"/> I will keep at least 6 ft/2m from all participants at all times, when asked
<input type="checkbox"/> I will wear a mask at all times while at Special Olympics activities when asked. I may not have to wear it during active exercise.
<input type="checkbox"/> I will wash my hands for 20 seconds or use hand sanitizer before any activities. I will wash my hands any time I sneeze, cough, go to the bathroom or get my hands dirty.
<input type="checkbox"/> I will avoid touching my face. I will cover my mouth when I cough or sneeze and immediately wash my hands after.
<input type="checkbox"/> I will not share drinking bottles or towels with other people.
<input type="checkbox"/> I will only share equipment when instructed to. If equipment must be shared, I will only touch the equipment if it is disinfected first.
<input type="checkbox"/> If I get or have had COVID, I will not go to any in-person Special Olympics events until 7 days after my symptoms end. I will go to my doctor and get written clearance before returning to any sport or fitness activities.
<input type="checkbox"/> I understand that if I do not follow all of these rules, I may not be allowed to participate in Special Olympics activities during this time.

**COVID-19 Participant Code of Conduct  
and Risk Assessment Form**

**Special Olympics**



I HAVE READ ALL OF THIS AGREEMENT OR HAVE HAD IT READ TO ME AND AGREE TO FOLLOW THESE ACTIONS.

**PARTICIPANT FULL NAME:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Circle one:** Athlete Unified Partner      Coach/Volunteer Family/Caregiver      Staff

**PARTICIPANT SIGNATURE** *(required for adult (age 18+) participants, including adult athlete with capacity to sign documents)*

By signing this, I acknowledge that I have completely read and fully understand the information in this form.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE** *(required for participant who is a minor (younger than age 18) or lacks capacity to sign documents)*

I am a parent or guardian of the athlete/participant named above. I have read and understand this form and have explained the contents to the participant as appropriate. By signing, I agree to this form on my own behalf and on behalf of the participant.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

# Fact Sheet on Who is at Higher Risk from COVID-19

Special Olympics



Subject to Change  
Version: 6-28-2021

## Who is at higher risk of COVID-19?

COVID-19 is a relatively new disease and information is changing on who is more likely to get COVID-19 and who is will have more complications.

Current clinical guidance and information from the U.S. Centers for Disease Control and Prevention (CDC) and World Health Organization (WHO) lists those at high-risk for severe illness from COVID-19 as:

- Unvaccinated people 60 years and older. Risk increases with age.
- Unvaccinated people with disabilities (resulting from long-standing systemic health and social inequities)

Regardless of age, individuals who are **unvaccinated** and have underlying conditions, such as the following, are or maybe at increased risk of severe illness from COVID-19:

- People with chronic lung disease, chronic obstructive pulmonary disease or moderate to severe asthma, interstitial lung disease, cystic fibrosis, and pulmonary hypertension
- People who have serious heart conditions (including heart failure, coronary artery disease, congenital heart disease, cardiomyopathy, hypertension)
- People who have HIV and/or are immunocompromised
- People with obesity or who are overweight (body mass index [BMI] of 25 or higher). To calculate BMI, refer to:
  - [https://www.cdc.gov/healthyweight/assessing/bmi/adult\\_bmi/english\\_bmi\\_calculator/bmi\\_calculator.html](https://www.cdc.gov/healthyweight/assessing/bmi/adult_bmi/english_bmi_calculator/bmi_calculator.html)
- People with cancer
- People with diabetes (Type 1 and 2)
- People with chronic kidney disease
- People with liver disease
- People with dementia
- People with down syndrome
- People who are pregnant
- People who are smokers, current or former
- People with a substance abuse disorder
- People with sickle cell disease or thalassemia
- People who have had a stroke or cerebrovascular disease

The list may change as evidence is learned. Please review the latest list of conditions that put individuals at increased risk available at the [CDC website \(https://bit.ly/2VEJcSK\)](https://bit.ly/2VEJcSK)

If you are at a high risk and unvaccinated, you may be putting yourself at risk when you return to activities with Special Olympics. But, you may also put your family and your teammates at risk. If you have these conditions, it is strongly recommended that you should not return to Special Olympics in person activities until you are vaccinated or the community transmission in your community is low.

If you have been diagnosed with COVID-19, you should consult with a healthcare professional for written medical clearance before returning to Special Olympics in person activities as serious cardiac, respiratory, and neurological issues may develop as a result of COVID-19.

Updated June 2021

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION  
AGREEMENT FOR COMMUNICABLE DISEASES**

**(“Agreement”) for  
SPECIAL OLYMPICS**

In consideration of being allowed to participate in any way in Special Olympics sports training, competition or fundraising activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious and/or communicable diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Special Olympics, Inc, Special Olympics Nebraska, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of Participant: \_\_\_\_\_

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

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

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

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



Thank you for your interest in the Seward County Special Olympics Program. To help assist the Coaches and Athletes and to become involved as a Category B volunteer you do need to complete some paperwork.

Attached is a Category B Volunteer Form, a Volunteer Code of Conduct Form, a COVID Code of Conduct Form and a COVID Wavier Form which need to be completed and returned to me. If applicable you will also need to provide a copy of your most current COVID vaccination:

Donna Eiting  
118 Maple St  
Seward, Ne 68434

Again, thank you for your interest in our Program.

**“Let me win, but if I cannot win let me be brave in the attempt”**

Sincerely,

*Donna Eiting*

Donna Eiting, Head of Delegation Seward County Special Olympics

**2022**

# CLASS B VOLUNTEER APPLICATION

**Special Olympics**



Local Special Olympics Program: \_\_\_\_\_

Registration Type:  Volunteer

Are you a new or Re-Registering?  New

<b>VOLUNTEER Information</b>		
<b>First Name:</b>	<b>Last Name:</b>	
<b>Date of Birth (mm/dd/yyyy):</b>	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Other Gender Identity	
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Phone:</b>	<b>E-mail:</b>	
<b>Sports/Activities:</b>		
<b>Race/Ethnicity (Optional):</b>		
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Asian American	<input type="checkbox"/> Prefer not to answer
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> More than one race
<input type="checkbox"/> White or Caucasian	<input type="checkbox"/> Hispanic or Latinx	
<b>Language(s) (Optional):</b> Mark all that apply		
<input type="checkbox"/> English	<input type="checkbox"/> Spanish	<input type="checkbox"/> Other (please list):
<b>PARENT / GUARDIAN INFORMATION</b> (required if minor or otherwise has a legal guardian)		
<b>Name:</b>	<b>Relationship:</b>	
<input type="checkbox"/> Same a contact information above		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Phone:</b>	<b>E-mail:</b>	

**VOLUNTEER LIKENESS  
RELEASE**

**Special Olympics**



**We often use photos, videos and stories of our athletes to show the impact of support by volunteers that support Special Olympics Nebraska. If you wish to allow your likeness to be used in this way, please read and sign below.**

I agree to the following:

- I give permission to Special Olympics, Inc., Special Olympics games organizing committees, and Special Olympics accredited Programs (collectively "Special Olympics") and their sponsors and partners to use my likeness, photo, video, name, voice, words, and biographical information ("my likeness") to acknowledge the volunteers support for Special Olympics.
- Special Olympics and its sponsors and partners will not use my Likeness to endorse commercial products or services.
- I understand I will not be compensated for the use of my Likeness.

<b>Volunteer Name:</b>	
<b>VOLUNTEER SIGNATURE (required for adult athlete with capacity to sign legal documents)</b>	
<b>I have read and understand this form. If I have questions, I will ask. By signing, I agree to this form.</b>	
<b>Volunteer Signature:</b>	<b>Date:</b>
<b>PARENT/GUARDIAN SIGNATURE (required for athlete who is a minor or lacks capacity to sign legal documents)</b>	
<b>I am a parent or guardian of the volunteer. I have read and understand this form and have explained the contents to the athlete as appropriate. By signing, I agree to this form on my own behalf and on behalf of the volunteer.</b>	
<b>Parent/Guardian Signature:</b>	<b>Date:</b>
<b>Printed Name:</b>	<b>Relationship:</b>

## COVID-19 Participant Code of Conduct and Risk Assessment Form

*Special Olympics*



I understand I could get Coronavirus through sports, training, competition and/or any group activity at Special Olympics. I am choosing to participate in sports, competition and/or other Special Olympics activities at my own risk.

During the time these precautions are needed, I agree to the following to help keep me and my fellow participants safe:

<input type="checkbox"/> If I have COVID-19 symptoms, I will stay at home and NOT go to any activities until 7 days after all of my symptoms are over. If I am exposed to COVID-19 and have no symptoms, I must self-quarantine if required by local regulations
<input type="checkbox"/> Special Olympics gave me education on Special Olympics rules for COVID-19 and who is at high-risk.
<input type="checkbox"/> I know that if I have a high-risk condition, I have more risk that I could get sick or die from COVID-19. If I have a high-risk condition and am not fully vaccinated, I should not go to Special Olympics events in person, until there is little or no Coronavirus in my community.
<input type="checkbox"/> I know that before or when I get to a Special Olympics activity, they may ask me some questions about symptoms and exposure to COVID-19. They may also take my temperature. I will answer truthfully and participate fully.
<input type="checkbox"/> I will keep at least 6 ft/2m from all participants at all times, when asked
<input type="checkbox"/> I will wear a mask at all times while at Special Olympics activities when asked. I may not have to wear it during active exercise.
<input type="checkbox"/> I will wash my hands for 20 seconds or use hand sanitizer before any activities. I will wash my hands any time I sneeze, cough, go to the bathroom or get my hands dirty.
<input type="checkbox"/> I will avoid touching my face. I will cover my mouth when I cough or sneeze and immediately wash my hands after.
<input type="checkbox"/> I will not share drinking bottles or towels with other people.
<input type="checkbox"/> I will only share equipment when instructed to. If equipment must be shared, I will only touch the equipment if it is disinfected first.
<input type="checkbox"/> If I get or have had COVID, I will not go to any in-person Special Olympics events until 7 days after my symptoms end. I will go to my doctor and get written clearance before returning to any sport or fitness activities.
<input type="checkbox"/> I understand that if I do not follow all of these rules, I may not be allowed to participate in Special Olympics activities during this time.

**COVID-19 Participant Code of Conduct  
and Risk Assessment Form**

**Special Olympics**



I HAVE READ ALL OF THIS AGREEMENT OR HAVE HAD IT READ TO ME AND AGREE TO FOLLOW THESE ACTIONS.

**PARTICIPANT FULL NAME:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Circle one:** Athlete Unified Partner      Coach/Volunteer Family/Caregiver      Staff

**PARTICIPANT SIGNATURE** *(required for adult (age 18+) participants, including adult athlete with capacity to sign documents)*

By signing this, I acknowledge that I have completely read and fully understand the information in this form.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE** *(required for participant who is a minor (younger than age 18) or lacks capacity to sign documents)*

I am a parent or guardian of the athlete/participant named above. I have read and understand this form and have explained the contents to the participant as appropriate. By signing, I agree to this form on my own behalf and on behalf of the participant.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

# Fact Sheet on Who is at Higher Risk from COVID-19

Special Olympics



Subject to Change  
Version: 6-28-2021

## Who is at higher risk of COVID-19?

COVID-19 is a relatively new disease and information is changing on who is more likely to get COVID-19 and who is will have more complications.

Current clinical guidance and information from the U.S. Centers for Disease Control and Prevention (CDC) and World Health Organization (WHO) lists those at high-risk for severe illness from COVID-19 as:

- Unvaccinated people 60 years and older. Risk increases with age.
- Unvaccinated people with disabilities (resulting from long-standing systemic health and social inequities)

Regardless of age, individuals who are **unvaccinated** and have underlying conditions, such as the following, are or maybe at increased risk of severe illness from COVID-19:

- People with chronic lung disease, chronic obstructive pulmonary disease or moderate to severe asthma, interstitial lung disease, cystic fibrosis, and pulmonary hypertension
- People who have serious heart conditions (including heart failure, coronary artery disease, congenital heart disease, cardiomyopathy, hypertension)
- People who have HIV and/or are immunocompromised
- People with obesity or who are overweight (body mass index [BMI] of 25 or higher). To calculate BMI, refer to:
  - [https://www.cdc.gov/healthyweight/assessing/bmi/adult\\_bmi/english\\_bmi\\_calculator/bmi\\_calculator.html](https://www.cdc.gov/healthyweight/assessing/bmi/adult_bmi/english_bmi_calculator/bmi_calculator.html)
- People with cancer
- People with diabetes (Type 1 and 2)
- People with chronic kidney disease
- People with liver disease
- People with dementia
- People with down syndrome
- People who are pregnant
- People who are smokers, current or former
- People with a substance abuse disorder
- People with sickle cell disease or thalassemia
- People who have had a stroke or cerebrovascular disease

The list may change as evidence is learned. Please review the latest list of conditions that put individuals at increased risk available at the [CDC website \(https://bit.ly/2VEJcSK\)](https://bit.ly/2VEJcSK)

If you are at a high risk and unvaccinated, you may be putting yourself at risk when you return to activities with Special Olympics. But, you may also put your family and your teammates at risk. If you have these conditions, it is strongly recommended that you should not return to Special Olympics in person activities until you are vaccinated or the community transmission in your community is low.

If you have been diagnosed with COVID-19, you should consult with a healthcare professional for written medical clearance before returning to Special Olympics in person activities as serious cardiac, respiratory, and neurological issues may develop as a result of COVID-19.

Updated June 2021

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION  
AGREEMENT FOR COMMUNICABLE DISEASES**

**("Agreement") for  
SPECIAL OLYMPICS**

In consideration of being allowed to participate in any way in Special Olympics sports training, competition or fundraising activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious and/or communicable diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Special Olympics, Inc, Special Olympics Nebraska, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of Participant: \_\_\_\_\_

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

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

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

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

### **Head of Delegation Duties**

1. Practice facility coordinator, reserves facilities and provide schedules to coaches and athletes
2. Recruit volunteer coaches for each sport and act as backup when needed for practices
3. Ensure coaches have updated medical and contact information for athletes
4. Ensure athletes have current medical/consent forms
5. Ensure coaches/volunteers have current credentials (Protective Behaviors, Concussion Training, and Background Checks)
6. Complete SONE sports entries/tournament registrations by designated deadlines
7. Complete an annual budget for SONE (Special Olympics Nebraska) in November of each year
8. Attend required trainings, conferences
9. Provide regular communication with coaches/athletes to provide updated information through emails/mailling/phone calls/texts
10. Assist in ordering uniforms
11. Attend all tournaments/competitions and practices or appoint a designee
12. Maintain frequent regular contact with the Regional Director and Special Olympic Nebraska Staff

### **TIMELINE FOR HEAD OF DELEGATION DUTIES**

#### SEPTEMBER (8 Hours)

Prepare and distribute Track and Field information to athletes/coaches

Attend evening Track and Field practices (2 practices)

Prepare and distribute Bowling practice information to athletes/coaches

#### OCTOBER (39 Hours)

Send in Big Red Raffle Ticket Money/Ticket Stubs to Special Olympics Nebraska

Attend afternoon Bowling Practices (4-5 practices)

Log bowling scores on spreadsheet after each practice

Attend evening Track and Field Practices (3-4 practices)

#### NOVEMBER (27 Hours)

Attend afternoon Bowling Practices (3-4 practices)

Log bowling scores on spread sheet for Special Olympics Nebraska (SONE)

Send in bowling scores after 8 weeks of practice to SONE

Arrange for two January bowling practices prior to EC Competition

Confirm with Concordia University the January start date for the BB practice

Contact Tom Vajgrt at Seward High School for alternate sites if applicable

#### DECEMBER (1 Hour)

Prepare and distribute Basketball practice information to athletes/coaches

Obtain Certificate of Insurance from SONE

JANUARY (26 Hours)

Attend evening Basketball practices (4 practices)

Attend afternoon Bowling practices (2 practices)

Attend Bowling Competition in Lincoln (2 day)

Send in Basketball scores

FEBRUARY (11 Hours)

Attend evening Basketball practices (4 practices)

Attend EC Basketball Tournament in Lincoln (1 day)

MARCH (20 Hours)

Attend evening Basketball practices (4-5 practices)

Prepare and distribute information for Spring Track and Field to athletes/coaches

Send in Track and Field Scores

APRIL (23 Hours)

Attend Spring Games in Lincoln (3 day)

Attend evening Track and Field practices (3 practices)

Attend EC Track and Field Competition in Lincoln (1 day)

MAY (16 Hours)

Attend evening Track and Field practices (2-3 practices)

Attend Summer Games in Omaha (2 day)

Prepare and distribute information for Bocce and Softball practices

JUNE (31 Hours)

Assign Bocce practice times to athletes/coaches

Attend evening Bocce practices (4 practices)

Attend evening Softball practices (4 practices)

Send in scores for Fall Competition

Attend Leadership Conference as needed

JULY (27 Hours)

Attend evening Bocce practice (4 practices)

Attend evening Softball practice (3-4 practices)

Prepare and send out information relating to Big Red Raffle

Arrange Bowling practice schedule with Seward Bowl

Attend Coaches Clinic as needed

AUGUST (12 Hours)

Attend Fall Games (2 days)

Contact Concordia University to set up start date for Track/Field practice

Athlete and Coaches Paperwork is updated monthly, as needed (15 hours/ year)

The Special Olympic Nebraska website is visited weekly for any updates (12 hours/year)

Respond to emails from Area Director or Special Olympics Nebraska (12 hours/year)

Hours spent as Head of Delegation

Hours Per Month: See above

Hours Per Year: 246 Hours/year

**Assistant Head of Delegation Duties**

1. Obtain purchase orders for needed sports equipment/related items, practice fees and venue charges
2. Keep a record of all income and expenses related to the Seward County Special Olympics Program
3. Assist in preparing an annual budget for Special Olympics Nebraska
4. Assist in ordering uniforms
5. Provide storage of uniforms and distribute to athletes and coaches as needed (equipment is currently stored in a storage unit at Nebraska Self Storage in Seward.
6. Attend tournaments/competitions and practices

Hours spent as Assistant Head of Delegation:

Competition Hours: 48 Hours/per year

Attending Practices: 136 Hours/year

Preparing Budget: 1 Hour/year

Financial Duties: 12 Hours/year

Purchasing Equipment/Uniforms: 6 Hours/year

Coaches Clinic: 3-6 Hours/year

Leadership Conference: 8 Hours/year

Total Hours: 217 Hours

## **SPORTS/PRACTICE INFORMATION**

Special Olympics Nebraska offers twenty (20) sports: Alpine Skiing, Basketball, Bocce, Bowling, Cross Country Skiing, Equestrian, Flag Football, Floor Hockey, Golf, Gymnastics, Power Lifting, Roller Skating, Snowshoeing, Soccer, Softball, Swimming, Tennis, Track and Field, Volleyball and Unified Bowling. Other Unified Sports are gradually being added to Special Olympics Nebraska Program.

Seward County Special Olympics currently offers five (5) sports: Bowling, Basketball, Bocce, Softball and Track and Field. Currently Seward County Special Olympics is a 10-month program mid-September through November and January through the first part of August. Each sport requires eight (8) weeks of practice, each practice, except for bowling and bocce, are approx. one hour in length. Each Bowling practice requires two (2) 1 to 1 ½ hour sessions to accommodate all bowlers and bocce requires two to three 1-hour sessions to accommodate all bocce athletes.

The current practice schedule for Seward County Special Olympics is as follows:

Fall Track and Field: Mid-September through the end of October

Bowling: The first week of October through the end of November

Basketball: The first or second week of January through the end of March

Spring Track and Field: The first part of April through mid-May

Bocce and Softball: The first part of June through the first week of August.

Bowling practices are held Monday afternoons at Seward Bowl, Softball practices routinely have been held on Monday evenings at Plum Creek Park and the remainder of the sports offered practice on Thursday evenings at Concordia University when in session, or at an alternate pre-arranged venue. The practices held at Concordia University are in partnership with the Adaptive PE Class currently taught by Professor Tonya Vyhlidal. The students assist the Coaches with practices by directly interacting with the athletes. This opportunity for Seward County Special Olympics began in 2011 and has had a positive effect on both the athletes and students.

## **UNIFORMS**

Track and Field: Gold T-shirt, Royal Blue Athletic Shorts

Bowling: Royal Blue Polo Shirt/Athlete provides their own Black Jeans or Blue Jeans

Basketball: Basketball Jersey, Basketball Shorts to match Jersey, Warm up suit

Softball: Softball Jersey and Black Athletic Shorts

Bocce: Navy Blue Dickie shorts, Gold T-shirt

Coaches are given a royal blue t-shirt with the Seward logo

Track warm up suits plan to be purchased late 2022-2023

The uniforms are distributed to athletes and coaches at no charge, except if the uniform is lost or damaged then it is to be replaced by the athlete or coach.

Upon distribution of uniforms to athletes and coaches it is the responsibility of those athletes and coaches to keep their uniforms in an acceptable condition. The uniforms may only be worn for competition. All uniforms are to be returned to Seward County Special Olympics when the athlete or coach leave the program.

## **EQUIPMENT**

Equipment is stored at Nebraska Self Storage in Seward:

Bocce: Two (2) inflatable court (purchased in 2022); 4 bocce sets; 2 PVC/downspout bocce courts

Basketball: Eleven (11) Basketballs; Eighteen (18) Practice Pennies

Softball: Ten (10) softballs, two (2) bats, catchers mask, chest protector, leg protectors, nine (9) helmets in storage plus helmets that athletes currently have in their possession (10-12)

Track: #300 Turbo Jav/ women's: ten (10), #400 Turbo Jav men's: eight (8), hula hoops: four (4), two (2) relay batons, two (2) shot puts, three (3) tape measurers, twenty-five (25) small orange cones, one (1) easy shade, twelve (12) tennis balls, two (2) tarps and one (1) feather flag

Bowling: four (4) bowling ramps, one (1) portable wheelchair ramp which is stored at the bowling alley for the community use.

## **FUNDING**

The Seward County Special Olympic Program is supported by donations from the Community, the Arc - Seward County, Seward Knights of Columbus, United Way donations designated by individuals, the Big Red Raffle and individuals who participate in the Polar Plunge on behalf of the Seward team. The Big Red Raffle which is held beginning mid-August through mid-October is a statewide raffle sponsored by Special Olympics Nebraska in which any athlete may sell raffle tickets. All prizes are donated and have included two (2) Husker Football season tickets on the 50-yard line, a \$1000 travel voucher and a large screen TV. Additional smaller prizes are awarded to the top selling athlete and top selling team. All money collected by the athletes is deposited in their team account at Special Olympics Nebraska.

Other fund-raising projects may also be done with the approval of Special Olympics Nebraska.

## **BASIC EXPENSES**

Cost for Bowling Practice per Season: Approx \$1350.00

Cost for Uniforms since 2017: \$3600.00 (since 2017 new bowling polo shirts, softball uniforms, track t-shirts, bocce t-shirts were purchased; Prior to 2017 new basketball uniforms were purchased (2011) as well as track shorts and bocce (Dickie brand) shorts. Specific uniform pricing available upon request.

Equipment since 2017: \$4500.00 (\$3900.00 spent in 2022 for 2 new inflatable bocce courts)

Storage of equipment: \$210.00 per year

## **Future Growth Potential:**

Adding new sports i.e., Swimming

Unified Athletes/ Competitions

Participating in Special Olympic Nebraska Sports Clinics

Participating in Special Olympic Nebraska Sports Camps

Special Olympics Torch Run prior to the Summer Games in May

# Contact Information

**Donna Eiting**, Head of Delegation

402-641-1945

[donnaeiting@hotmail.com](mailto:donnaeiting@hotmail.com)

**Louise Warnsholz**, Assistant Head of Delegation

402-643-2337

**Tonya Vyhldal M. Ed @ Concordia University**

402-304-3114

[Tonya.Vyhldal@cune.edu](mailto:Tonya.Vyhldal@cune.edu)

**Kerry Zingg**

Neighborhood Center Director

Easterday Recreation Center

6130 Adams St

Lincoln, NE 68507

402-441-7877

[kzingg@lincoln.ne.gov](mailto:kzingg@lincoln.ne.gov)

**Special Olympics Nebraska: Nate Parks or Taylor (Wolf) Hill**

9427 F Street

Omaha, NE 68127

Phone (402) 331-5545

[thill@sone.org](mailto:thill@sone.org)

[nparks@sone.org](mailto:nparks@sone.org)

# Contact Information

**Donna Eiting**, Head of Delegation

402-641-1945

[donnaeiting@hotmail.com](mailto:donnaeiting@hotmail.com)

**Louise Warnsholz**, Assistant Head of Delegation

402-643-2337

**Tonya Vyhliidal M. Ed** @ Concordia University

402-304-3114

[Tonya.Vyhliidal@cune.edu](mailto:Tonya.Vyhliidal@cune.edu)

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[kzingg@lincoln.ne.gov](mailto:kzingg@lincoln.ne.gov)

**Special Olympics Nebraska: Nate Parks or Taylor Wolf**

9427 F Street

Omaha, NE 68127

Phone (402) 331-5545

[twolf@sone.org](mailto:twolf@sone.org)

[nparks@sone.org](mailto:nparks@sone.org)

2. Consideration of an Agreement with One Billing Solutions to Provide Billing and Collection Services for Rescue Squad and Ambulance Services for the Seward Volunteer Fire Department - Assistant Fire Chief Brumm



# One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

## BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective October 1, 2022 by and between City of Seward hereinafter referred to as “Covered Entity”, and One Billing Services, LLC hereinafter referred to as “Business Associate”, (individually a “Party” and collectively the “Parties”).

### WITNESSETH:

WHEREAS, Sections 261 -264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “The Administrative Simplification provisions, “direct the Department of health and Human Services to develop standards to protect the security, confidentiality, and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the HIPAA Privacy Rule” and the “HIPAA Security Rule”); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as “the HITECH Act” has amended the HIPAA and the HIPAA regulations, including HIPAA’s Administrative Simplification provisions; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to protected health Information (as defined below) in fulfilling its responsibilities under such arrangement.

THEREFORE, in consideration of the Parties’ continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.

### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule and the HIPAA Security Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule and Security Rule, as amended, the HIPAA Privacy Rule and Security Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and Security Rule, but are nonetheless permitted by the HIPAA Privacy Rule and/or Security Rule, the provisions of this Agreement shall control.

The term “Protected Health Information (abbreviated as “PHI”) means individually identifiable health information, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or

future physical or mental health or condition of an individual; the provision of health to an individual; and information that can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form; including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

### (A) Business Associate agrees:

(i) to use or disclose any Protected Health information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule, or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA privacy Rule and Security Rule that may apply to Business Associate.

### (B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) The disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties

evidencing their business relationship. For purposes of this Agreement, data, aggregation with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- (C) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

### III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (A) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative Physical and Technical safeguard and requirements.
- (B) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.
- (C) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (D) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic Protected Health Information ("ePHI"), to prevent use or disclosure other than as provided for by this Agreement.
- (E) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (F) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (G) Breach Disclosures to Covered Entity. Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware. Further Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations. Specifically, the following shall apply:
  - (i). A breach is considered discovered on the first day the Business Associate knows or should have known about it.
  - (ii). In no case shall the Business Associate notify the Covered Entity of any breach later than five (5) days after breach is discovered.

(iii). Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.

For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.

- (H) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (I) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner, within 3 days, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.5.
- (i) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner, within 3 days.
- (J) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, in a time and manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.
- (K) Business Associate agrees to document such disclosures of Protected Health Information and Information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- (L) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- (M) Business Associate agrees to comply with the requirements of the 'Red Flags' Rule and implement a compliant identity theft prevention program by or before the required "Red Flags" Rule compliance date.

#### IV. AVAILABILITY OF PHI

- (a) Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.

(b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.

(c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

## V. TERM AND TERMINATION

(A) Term. The Term of this Agreement shall be for the same duration as the Billing Services Agreement.

(B) Termination By Covered Entity. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

(C) Termination By Either Party. Notwithstanding any other provisions of this Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful either: terminate the Agreement, if feasible.

(D) Return or Destruction of PHI. Return or Destruction of PHI. At the termination of this Agreement, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

## VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Privacy Rule or Security Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Nebraska. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information, which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and Effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 2nd day of August, 2022 to become effective as of the day and year of the effective date set forth above.

**One Billing Solution, LLC**  
("Business Associate")

**City of Seward**  
("Covered Entity")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Beth Grassau

By: \_\_\_\_\_

Title: Director of Operations

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

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

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



# One Billing Solutions

YOUR ONE STOP SOLUTION, FOR MEDICAL BILLING

## BILLING SERVICES AGREEMENT

This Agreement is made effective October 1, 2022 by and between One Billing Solution, Inc., hereafter referred to as “OBS”, and City of Seward hereinafter referred to as “Medical Service Provider”, (individually a “Party” and collectively the “Parties”).

WHEREAS, OBS is engaged in the business of providing billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, Medical Service Provider, is a public and/or private provider of rescue squad and ambulance services in the area commonly known as Seward, Nebraska, and

WHEREAS, Medical Service Provider is compensated for its ambulance and rescue services by its patients through private payments, private insurance, public insurance, including Medicare and Medicaid, or a combination thereof; and

WHEREAS, Medical Service Provider desires to engage and retain the billing services of OBS:

IT IS THEREFORE, AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS SET FORTH HEREIN AS FOLLOWS:

1. **TERM OF AGREEMENT.** OBS shall provide Medical Service Provider billing services as set forth in detail below, commencing on the effective date stated above and shall continue for a period of one (1) year thereafter unless terminated earlier as provided in this agreement. This Agreement shall be automatically renewed for successive one (1) year terms unless and until terminated as provided herein, or modified in writing and agreed to be both parties.
2. **BILLING SERVICES TO BE PROVIDED.** OBS will provide the following billing services on behalf of Medical Service Provider as follows:
  - A. Verify all billing information;
  - B. Invoice all private payment patients and all insurance carriers including, but not limited to, public, and private health insurance, Medicare, Medicaid, automobile liability carriers, workers' compensation carriers, and homeowner insurances;
  - C. Provide all appropriate HCPCS, ICD10, and condition codes (symptom/diagnosis codes);
  - D. Prepare and mail invoices to private patients and complete and submit claim forms to public and/or private insurance carriers or other responsible party (via postal service or electronically through contracted clearinghouse);
  - E. Provide follow-up billing at least two times after initial written billing to private patients. Notwithstanding, OBS will not submit billing for collections unless given prior written authorization by Medical Service Provider.

- F. Coordinate, correspond, and reply to all inquiries from private patients, and public and/or private insurance carriers;
  - G. Obtain status reports on claim processing from all public and/or private insurance carriers;
  - H. Provide customer service access during normal business hours, weekends and holidays excluded;
  - I. Provide contract completion for participating agreements with insurance companies; and act as authorized representative;
  - J. Provide cash posting services;
  - K. Provide to Medical Service Provider monthly accounts receivable, transactions, and itemized payment and write-off summaries, all to be provided to Medical Service Provider no later than the 10<sup>th</sup> business day of the following month. Any write-offs on unpaid invoices or balances after payment by public and private insurance carriers or other third-party payors shall be at the direction of the Medical Service Provider pursuant to its policies and procedures in accordance with all state and federal regulations regarding billing and write-offs for medical services.
3. **COMPENSATION.** Medical Service Provider agrees to compensate OBS for its billing services provided above on a monthly basis in an amount equal to fifteen percent (15%) of amounts actually collected by OBS and/or Medical Service Provider and/or any collection or recovery agency acting on behalf of Medical Service Provider in the previous month. OBS shall invoice Medical Service Provider for its compensation no later than the 10<sup>th</sup> day of the following month in which payments or insurance proceeds are received, and Medical Service Provider agrees to pay said invoices within 30 days.
4. **INFORMATION PROVIDED BY MEDICAL SERVICE PROVIDER.** Medical Service Provider agrees to provide to OBS for each rescue squad or ambulance call the information required on these three forms:
- (1) a signed medical necessity form, a sample copy of which is attached hereto and fully incorporated herein, together with
  - (2) the demographic sheet from each hospital or medical care facility to which the patient has been transported, and
  - (3) a completed run report.

Any changes to personnel or squad licensing or equipment must be reported to OBS. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad's monies or invoice must be reported in writing to OBS within 60 days of the date of the report. OBS is not liable or responsible for discrepancies not reported in a timely manner.

5. **PAYMENT COLLECTION AND PROCESSING PROCEDURES.** Unless otherwise agreed to in writing by the Parties, OBS shall collect and process payment collections according to the following:
- a. OBS shall provide that payments on all claims shall be made in the name of the Medical Service Provider and claims payments forwarded to OBS.
  - b. Medical Service Provider shall provide OBS with all relevant and necessary banking information in order to process and complete any depository transactions related to this agreement.
  - c. Medical Service Provider shall provide OBS with a "Deposit Only" Stamp and bank deposit slips;

- d. If applicable, OBS will endorse claims payments “For Deposit Only” to Medical Service Provider’s bank and cause these claim payments to be deposited in Medical Service Provider’s account not less than once a month.
- e. If applicable, Medical Service Provider has the option to sign a Direct Deposit Authorization Form to allow OBS to direct deposit claim payments directly into the Medical Service Provider’s bank account, not less than once a week following the receipt of claims payments.
- f. In the event Medical Service Provider receives direct payment on any claims processed by OBS, it shall immediately notify and mail/fax a copy of direct payment along with any coordinating documentation to OBS for proper posting.
- g. Alternative payment processing procedures may be arranged by the parties, but must be in writing, signed by both parties, and added to this agreement as an addendum.

6. **TERMINATION.** This agreement may be terminated according to the following provisions:

- A. Termination Without Cause. Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intent to terminate. During said 60-day period, this agreement shall continue in full force and effect and OBS shall be entitled to compensation at the rate set forth above for all billing services provided during that time and for amounts collected by MEDICAL SERVICE PROVIDER as a result of the billing services provided by OBS after the effective date of termination of this agreement.
- B. Terminate for Cause. A party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event:
  - i. the business of the other party is terminated or suspended;
  - ii. a petition for bankruptcy is filed by or against the other party;
  - iii. a receiver is appointed on account of the other party’s insolvency;
- C. Termination or Amendment as a Result of Government Regulation. A party shall have the right to terminate or unilaterally amend this Agreement, without liability, upon written notice to the other party, in order to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which:
  - i. invalidates or is inconsistent with the provisions of this Agreement;
  - ii. would cause a party to be in violation of the law;
  - iii. jeopardizes the tax-exempt status of the terminating or amending party or any affiliate of such party, if applicable;
  - iv. jeopardizes the tax-exempt status of any bonds issues for the benefit of the terminating or amending party or any affiliate of such party, if applicable, or
  - v. jeopardizes the good standing status of licensure, accreditation or participation in any federally-funded health care program, including the Medicare and Medicaid programs, of the terminating or amending party or any affiliate of such party, if applicable. If either party deems it necessary to amend this Agreement as provided in this Section and the amendment is unacceptable to the other party, the unaccepting party may

choose to terminate this Agreement immediately without cause or liability upon notice to the other party.

D. Payment of Fees After Termination. Upon any termination of this Agreement, CONTRACTOR shall be entitled to receive the fees accrued and unpaid through the effective date of termination.

7. **MODIFICATION AND ASSIGNMENT.** This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations, or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

8. **NOTICES.** All notices and other communications required or permitted to be given hereunder shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) certified mail receipt is executed by an authorized representative of the party intended to receive the communication.

<p>If to OBS:</p> <p>One Billing Solutions, LLC          11718 Nicholas Street          Suite 100          Omaha, NE 68154          ATTN: Beth Grassau</p>	<p>If to MEDICAL SERVICES PROVIDER:</p> <p>_____          ATTN: _____          _____          _____</p>
<p>With a copy, by regular United States mail, postage prepaid, to:</p>	<p>With a copy, by regular United States mail, postage prepaid, to:</p>
<p>Erickson Sederstrom          ATTN: Andrew Collins          10330 Regency Dr., Suite 100          Omaha, NE 68114</p>	<p>_____          _____          _____          _____</p>

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Agreement is not intended to create any relationship between the parties beyond that of an independent entity contracting with each other solely for the purpose of effecting the provisions of this Agreement and its incorporated Attachments. Neither of the parties nor any of their authorized representatives, shall have the authority to bind the other in contract or quasi-contract or shall be deemed or construed to be the agent, employee or representative of the other.

10. **AUTHORITY; EFFECT.** By executing this Agreement and its incorporated Attachments on behalf of OBS, the undersigned individual represents that he or she is duly authorized by OBS to make and enter into this Agreement and its incorporated Attachments on behalf of OBS, and represents that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of OBS generally enforceable in accordance with its terms. By executing this Agreement and its incorporated Attachments on behalf of Medical Service Provider, the undersigned individual represents that he or she is duly authorized by

Medical Service Provider to make and enter into this Agreement and its incorporated Attachments on behalf of Medical Service Provider, and represents further that this Agreement and its incorporated Attachments constitutes the valid and binding obligation of Medical Service Provider and is generally enforceable in accordance with its terms. This Agreement and its incorporated Attachments shall be binding on OBS and Medical Service Provider and on their respective successor organizations. The obligations of each party hereto may not be delegated without the other party's prior written consent.

11. INDEMNIFICATION. OBS agrees to defend, indemnify, and hold harmless the Medical Service Provider (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the Medical Service Provider party, including reasonable attorney's fees, arising out of any claims for damages directly caused by an act or omission made by OBS or any claims for Social Security benefits, workers' compensation benefits, disability benefits, or any other cause of action which may directly arise out of the OBS's performance of its obligations under this Agreement and the incorporated Attachments. To the extent permitted by Nebraska law and Constitution, Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by OBS, including reasonable attorney's fees, arising out of any claims for damages directly or indirectly caused by an act or omission made by the Medical Service Provider which may directly or indirectly arise out of the Medical Service Provider's performance of its obligations under this Agreement and the incorporated Attachments. Furthermore, the Medical Service Provider agrees to defend, indemnify, and hold harmless OBS (including its officers, agents, employees, and subcontractors) from and against any and all claims, demands, liabilities and costs incurred by the OBS, including reasonable attorney's fees, arising out of any claims for negligence or any other cause of action for damages directly or indirectly related to the accuracy or substance of the work product transmitted from the Medical Service Provider to OBS.
12. INSURANCE. Medical Service Provider agrees to provide general liability and medical negligence insurance for Medical Service Provider, its agents and employees. OBS agrees to provide general liability insurance for OBS, its agents and employees. Upon request, the parties agree to furnish to the other appropriate certificates of insurance. Both Medical Service Provider and OBS agree that such insurance may not be changed in any material way without at least thirty (30) days advance written notice to the other party
13. EXCLUDED PROVIDER WARRANTY. Neither party is now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that none of its employees are now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that if an employee of a party becomes so excluded, such employee shall be terminated. In the event either party is excluded from participation in any federally funded health care program during the Term of this Agreement, this Agreement and its incorporated Attachments shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify the other for any and all damages resulting from such party's exclusion from any federally funded health care program, including Medicare and Medicaid.

14. **ACCESS TO BOOKS AND RECORDS.** Until the expiration of four (4) years after the furnishing of the services under this Agreement, each party shall make available to the Secretary of the United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and its incorporated Attachments and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party. If a party carries out the duties of the Agreement through a subcontract worth Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract shall contain a clause placing the same obligations on the subcontractor as this clause places on that party. In the event this Agreement is not subject to the provisions of 42 U.S.C. 1395x (v)(1)(I) and 42 C.F.R. 420.300, et. seq. or relevant regulations, this paragraph shall be of no effect.
15. **CONFIDENTIALITY.** The parties shall maintain the confidentiality of patient medical records in accordance with state and federal laws. Each party further acknowledges that information regarding the other party and its business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement and fee schedules, contracts, business plans and such other business records is proprietary and confidential. Each party agrees to hold such information in strict confidence and not disclose or make available such information to any third party, except as required by law. This provision shall survive any termination of this Agreement.
16. **HIPAA BUSINESS ASSOCIATE ASSURANCES.**
- A. **Privacy Rule**
1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Privacy Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Section 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
- (a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
  - (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement
  - (c) Mitigate, to the extent practicable, any harmful effect that is known to OBS of a use or disclosure of PHI by OBS in violation of this Agreement.
  - (d) Report to Medical Service Provider any use or disclosure of PHI by OBS in violation of this Agreement.
  - (e) Ensure that any agents or subcontractors to whom OBS provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to OBS with respect to such PHI;
  - (f) Make PHI available to Medical Service Provider and to the individual who has a right to access as required under HIPAA within 30 days of the request by Medical Service Provider regarding the individual;
  - (g) Incorporate any amendments to PHI when notified to do so by Medical Service Provider;
  - (h) Provide an accounting of all uses or disclosures of PHI made by OBS as required under the HIPAA privacy rule within 60 days;

- (i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Medical Service Provider's compliance with HIPAA; and
  - (j) At the termination of this Agreement, return or destroy all PHI received by OBS on behalf of, Medical Service Provider and if return is infeasible, the protections of this Agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by OBS on behalf of Medical Service Provider include:
- (a) The preparation of invoices to patients, carriers, insurers and Others responsible for payment or reimbursement of the services provided by Medical Service Provider to its patients;
  - (b) Preparation of reminder notices and documents pertaining to collections of overdue accounts;
  - (c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Medical Service Provider to its patients or to appeal denials of payment for same.
  - (d) Uses required for the proper management of OBS as a business associate.
  - (e) Other uses and disclosures of PHI that are enumerated within this Agreement.
  - (f) Other uses or disclosures of PHI as permitted by the HIPAA Privacy Rule.

#### B. Security Rule

1. OBS, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the Security Regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), regarding the security of electronic protected health information (e-PHI) that is received as a result of the Services provided hereunder. In conformity therewith, OBS agrees that it will:
- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;
  - (b) Ensure that any agent of OBS, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect protected health information; and
  - (c) Report to the Medical Service Provider any security incident of which it becomes aware. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Medical Service Provider, in its sole discretion, if Medical Service Provider determines that OBS has violated a term or provision of this Paragraph pertaining to OBS's obligation as a Business Associate of Medical Service Provider, or if OBS engages to engage in conduct which would, if committed by Medical Service Provider, result in a violation of the HIPAA privacy rule or HIPAA security rule by Medical Service Provider.

#### 17. COMPLIANCE

- A. OBS will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.
- B. Medical Service Provider shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Medical

Service Provider expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.

- C. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter.
  - D. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
  - E. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments un such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions if this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
18. SEVERABILITY. If any section, portion, or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.
19. GOVERNING LAW. This Agreement and any incorporated Attachments shall be construed under and shall be governed by the substantive laws of the State of Nebraska and applicable federal laws.
20. AMENDMENT. This Agreement or its incorporated Attachments may not be amended except upon written agreement signed by both parties.
21. HEADINGS. The headings to the various sections of this Agreement or its incorporated Attachments have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Agreement or its incorporated Attachments.
22. WAIVER. The waiver of a breach of or default under any term or provision of this Agreement or its incorporated Attachments by either party, by course of dealing or

otherwise, shall not be deemed a waiver of any other or subsequent breach of or default under the same or a different provision of this Agreement or its incorporated Attachments.

23. ENTIRE AGREEMENT. This Agreement or its incorporated Attachments constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 2<sup>nd</sup> day of August, 2022 to become effective as of the day and year of the effective date set forth above.

**One Billing Solutions, LLC**

**City of Seward**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: Beth Grassau  
Title: Director of Operations  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

3. Consideration of a Voluntary Annexation of Lot 1, Knox Addition - Building/Zoning & Code Enf Director Dworak
  - A. Consideration of an Ordinance (Second Reading) Approving the Voluntary Annexation of Lot 1, Knox Addition

Return to:  
City of Seward  
537 Main St  
Seward, NE 68434

ORDINANCE NO. 2022-10

AN ORDINANCE DECLARING THE ANNEXATION OF CERTAIN CONTIGUOUS AND ADJACENT TRACTS OF LAND, URBAN AND SUBURBAN IN CHARACTER, MORE SPECIFICALLY LOT 1 KNOX ADDITION TO THE CITY OF SEWARD, TO THE CORPORATE LIMITS OF THE CITY OF SEWARD, NEBRASKA, AND EXTENDING THE LIMITS THEREOF ACCORDINGLY; TO DESCRIBE THE REAL ESTATE TO BE ANNEXED AND ITS BOUNDARIES; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA:

Section 1. TERRITORY ANNEXED; DESCRIPTION. The following described property, having been petitioned for annexation by all of the property owners of said property, is annexed to the corporate limits of the City of Seward, as follows:

Lot 1, Knox Addition, A subdivision of a portion of the Northwest Quarter, Section Twenty-Nine, Township Eleven North, Range Three East of the Sixth Principal Meridian, City of Seward, Seward County, Nebraska.

Section 2. CORPORATE LIMITS EXTENDED. The corporate limits are hereby extended to include the territory described in Section 1 of this Ordinance as part of the corporate limits of the City of Seward, Nebraska, as the same is designated, and hereby shall be part of and annexed to the City of Seward, Seward County, Nebraska.

Section 3. FILING AND RECORDING. A certified copy of this Ordinance declaring such annexation under the Seal of the City of Seward, Nebraska, shall be filed with the office of the County Clerk of Seward County, Nebraska.

Section 4. BENEFITS TO INHABITANTS. The inhabitants of the above described territory as set forth in Section 1 of this Ordinance, annexed to the corporate limits of the City of Seward Nebraska, shall receive substantially the benefits of all other inhabitants of the City and such inhabitants shall be subject to the Ordinances and Regulations of the City of Seward, Nebraska.

Section 5. PAMPHLET FORM; PUBLICATION; WHEN OPERATIVE. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication as provided by law and city ordinance.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF SEWARD, NEBRASKA,

\_\_\_\_\_  
Joshua Eickmeier, Mayor

ATTEST:

\_\_\_\_\_  
Derek Bargmann  
City Clerk

4. Consideration of a Hazard Mitigation Grant Agreement with the Nebraska Emergency Management Agency (NEMA) for the Seward Interior Drainage and Pump Station Improvements Project and Authorization for Mayor to Sign All Documents - City Administrator Butcher

**GRANT AGREEMENT**  
**Between**  
**Nebraska Emergency Management Agency (NEMA)**  
**And**  
**City of Seward**

Project Title: Seward Interior Drainage and Pump Station Improvements

Grant Agreement No: 4420

Project No: 0015

Federal Tax ID#: 47-6006355

DUNS No: 156271546

FIPS Code: 159-44420-31

Period of performance start date: February 22, 2021

Period of performance end date: September 17, 2023

Federal funds obligated amount: \$146,250.00

CFDA #: 97.039 (Hazard Mitigation Grant Program)

**SCOPE OF WORK**

This Grant Assistance Agreement (AGREEMENT) is to provide the City of Seward (SUBRECIPIENT) with federal assistance from the Hazard Mitigation Grant Program funds for the above-referenced mitigation grant. The federal share shall not exceed \$146,250.00 or 75% of the actual allowable project costs, whichever is less. The SUBRECIPIENT shall provide at least \$48,750.00 (25%) through local non-federal (cash and/or in-kind) sources for actual allowable project costs. The SUBRECIPIENT Management Cost for the above-referenced mitigation grant, 100% federally funded, has been approved (\$8,610.00). Management Costs are based on actual documented incurred management costs, up to 5% of the total amount of the HMGP award. Management Costs are subject to incremental funding obligations; therefore, FEMA has released to the state \$8,610.00 (100% Federal funds) in approved Subrecipient Management Cost funding for budget year one. These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and scope of work that was submitted to and approved by the Nebraska Emergency Management Agency (NEMA) and the Federal Emergency Management Agency (FEMA). Any changes to the approved scope of work and/or amount budgeted must be submitted to and approved by NEMA prior to executing the changes. The SUBRECIPIENT is required to obtain all necessary permits before construction begins.

## **AGREEMENTS**

NEMA will provide financial oversight and management in the role of RECIPIENT based on the grant guidance, the grant financial guide, and all other applicable State and Federal guidelines. The RECIPIENT will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. The RECIPIENT will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

The RECIPIENT is responsible for monitoring SUBRECIPIENT activities to provide reasonable assurance that the SUBRECIPIENT administers federal awards in compliance with federal and state requirements. Responsibilities include the accounting of receipts and expenditures; cash management; and the maintaining of adequate financial records.

Additionally, the SUBRECIPIENT will be monitored quarterly by the RECIPIENT to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of quarterly reporting, reviewing of expenditures for reimbursement, and when necessary; on-site monitoring. Monitoring will involve the review and analysis of the financial, programmatic, and administrative issues relative to the program, and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will pass appropriate resolutions to assure NEMA that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBRECIPIENT and the SUBRECIPIENT's AUTHORIZED REPRESENTATIVE agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

### **I. ACTIVITY COMPLETION TIMEFRAME**

The approved activity completion timeframe for this grant is from July 15, 2022 through September 17, 2023. All work must be completed prior to the activity completion timeframe ending. The SUBRECIPIENT shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date of the activity completion timeframe.

If a time extension is needed it must be requested at least 75 days prior to the activity completion timeframe end date. All requests must be supported by adequate justification submitted to NEMA in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended activity completion timeframe; and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed.

## **II. AUTHORITIES AND REFERENCES**

The SUBRECIPIENT shall comply with all applicable laws, regulations, and policies as defined in the State of Nebraska Hazard Mitigation Administrative Plan. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”
- Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA)
- Title 44 of the Code of Federal Regulations (CFR)
- SUBRECIPIENT’s application that was received and approved by NEMA and FEMA
- State of Nebraska Administrative Plan for the Hazard Mitigation Grant Program

## **III. GRANT MANAGEMENT SYSTEM**

To ensure that federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a grant management system. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget’s (OMB) Uniform Administrative Requirements and Cost Principles. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards plus the requirements of the federal Cash Management Improvement Act constitute the basis for all policies, processes, and procedures set forth in this grant management system for the SUBRECIPIENT.

The SUBRECIPIENT’s grant management system must:

- Include internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- Include a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program
- Be in compliance with the Cash Management Improvement Act (CMIA), good business processes, and Generally Accepted Accounting Principles (GAAP)
- Include procedures to minimize federal cash on hand
- Include the ability to track expenditures on a cash or accrual basis
- Include the ability to track expenditures in both financial and program budgets
- Include procedures to document all grant-related expenditures
- Include procedures to ensure expenditures are eligible and allowable
- Include the ability to fulfill government-required financial reporting forms

## **IV. PROCUREMENT**

This agreement requires that all procurement is executed by the SUBRECIPIENT. Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT,

provided that the local procurement standards conform to applicable State and Federal law and the standards identified in the 44 CFR and 2 CFR Part 200. The SUBRECIPIENT will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

#### **V. CONFLICT OF INTEREST**

The SUBRECIPIENT 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.

#### **VI. WAGE RATES**

The SUBRECIPIENT 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), the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) regarding labor standards for federally-assisted construction subawards.

#### **VII. LOBBYING**

The SUBRECIPIENT will comply with the 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.

#### **VIII. AUDIT**

The SUBRECIPIENT will comply with the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200).

#### **IX. PAYMENT REQUEST PROCESS**

Payments to SUBRECIPIENTs are based on eligible expenditures that are specifically related to the approved grant budget and scope of work. SUBRECIPIENTs can request Reimbursement for allowable expenditures already paid at any time during the activity completion timeframe.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Payment Request Form and provide supporting documentation of eligible project costs to receive payment of funds.

Reimbursement requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger printouts, etc.).

Payment of funds will not be made to a SUBRECIPIENT until NEMA has this grant agreement signed and on file.

Payments to subrecipients are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. The SUBRECIPIENT has two options available

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to them when requesting payments from NEMA. Subrecipients can request **Reimbursement** for allowable expenditures already paid or request an **Advance** for expenditures to be paid within 30 days. Advance payments will only be entertained for certain projects. Below are notes on whether or not this project is allowed advance payments:

YES  NO

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Payment Request Form and provide supporting documentation of eligible subaward costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger printouts, etc.). NEMA reserves the right to request that the SUBRECIPIENT submit additional documentation expenditures upon request. Additional documentation for Acquisitions: Purchase Offers, HUD Settlement Statements, copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments.
- **Advance** payment requests must include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to NEMA within 30 days after the advance, and before future advances are made. If the SUBRECIPIENT is unable to demonstrate; the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by NEMA; a financial management system that meets the standards for fund control and accountability as established in 2 CFR, Part 200; or is considered a High-Risk subrecipient; then reimbursement requests will be required.

No more than thirty (30) days should elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to NEMA immediately following the SUBRECIPIENT's pay out of the funds.

**Required documents prior to payments from NEMA.** Payment of funds will not be made to the SUBRECIPIENT until NEMA has on file the following documents:

- FEMA Award Notification (attached to this AGREEMENT)
- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at NEMA)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers, or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by NEMA, copy of approved and executed contracts between the SUBRECIPIENT and contractor.

- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.415.

## **X. MATCH VERIFICATION**

The maximum federal share of this mitigation grant cannot exceed 75% of eligible grant expenditures. Therefore, the matching funds (cash and in-kind) must be at least 25% of eligible grant expenditures. The SUBRECIPIENT is responsible for submitting proof of the local non-federal match that was used for their mitigation grant to NEMA. Expenditures must be in accordance with the approved scope of work and budget and in accordance with the 2 CFR §200.29 and 200.306.

Cash match can be money contributed to the SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations, and individuals as long as it comes from a non-federal source. Cash spent must be for allowable costs in accordance with the SUBRECIPIENT's approved scope of work and budget and must be applicable to the period to which the cost-sharing or matching requirement applies.

In-kind match must comply with the requirements of the 2 CFR§200.343 and 200.344. The value of in-kind contributions is also applicable to the period to which the cost-sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing to the in-kind services. The in-kind match must be specifically stated in the SUBRECIPIENT's scope of work and budget before the in-kind match will be allowed to match any mitigation grant. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, the value, a statement to the effect that the value is normally charged, and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's mitigation grant or a spreadsheet detailing in-kind contributions certified by the Authorized Representative.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this award.

## **XI. REPORTING REQUIREMENTS**

The mitigation grant requires quarterly programmatic and financial reporting and progress relative to the approved scope of work. SUBRECIPIENTS are required to complete the quarterly progress report forms that are provided by NEMA and submit them by the 15th day following each federal fiscal quarter. (See administrative plan for a specific date.)

**XII. RECORDS AND DOCUMENTATION**

The SUBRECIPIENT shall be responsible for keeping records that fully disclose the amount and disposition of funds at all times and the total costs of each project for which the funds are provided.

The SUBRECIPIENT agrees to retain all grant records for three (3) years after being notified by the Nebraska Emergency management Agency that the grant has been closed by DHS/FEMA.

The state requires the subrecipient to submit backup documentation to substantiate all costs.

The subrecipient will give the federal awarding agency, the Comptroller General of the United States, and if appropriate, the state, though any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

**XII. FLOODPLAIN**

The SUBRECIPIENT will comply with all floodplain management laws and regulations including any special conditions placed on the grant.

**XIII. NOTICES AND COMMUNICATIONS BETWEEN NEMA AND SUBRECIPIENT**

All written notices and communications to the SUBRECIPIENT by NEMA shall be to:

Joshua Eickmeier, City Mayor  
City of Seward  
537 Main Street, P.O Box 38  
Seward, NE 68434-0038

Or the Alternate Point of Contact,

Greg Butcher, City Administrator  
City of Seward  
537 Main Street, PO Box 38  
City of Seward, NE 68434-038

All written communications to NEMA by the SUBRECIPIENT and its authorized representative shall be to:

Chelsea Harris, State Hazard Mitigation Officer  
Attention: Hazard Mitigation Unit  
Nebraska Emergency Management Agency  
2433 NW 24<sup>th</sup> Street  
Lincoln, NE 68524

## **XII. COMPLIANCE WITH LAWS**

The SUBRECIPIENT will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

### **WAIVERS**

No conditions or provisions of this AGREEMENT can be waived unless approved by NEMA and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, NEMA's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

### **AMENDMENTS AND MODIFICATIONS**

This AGREEMENT may be amended or modified in reference to the grant funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by NEMA and the SUBRECIPIENT.

### **COMPLIANCE, TERMINATION, AND OTHER REMEDIES**

Unless otherwise stated in writing, NEMA requires strict compliance by the SUBRECIPIENT and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state, and federal statute, rules, regulations; particularly those included in the Assurances attached to this grant agreement.

NEMA may suspend or terminate any obligation to provide funding or demand return of grant funds, following notice from NEMA, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said project.

The SUBRECIPIENT understands and agrees that NEMA may enforce the terms of this AGREEMENT by any combination or all remedies available to NEMA under this AGREEMENT, or under any other provision of law, common law, or equity.

### **INDEMNIFICATION**

1. It is understood and agreed by NEMA and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this grant and gives no right to any other party.
2. The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless NEMA and the State of Nebraska, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall
3. not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.
4. The SUBRECIPIENT further agrees to defend NEMA, the State of Nebraska, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

### **ACKNOWLEDGMENTS**

The SUBRECIPIENT shall include, in any public or private release of information regarding the project, language that acknowledges the funding contribution through NEMA by FEMA.

### **INDEPENDENT CONTRACTOR STATUS OF APPLICANT**

The SUBRECIPIENT, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees, or agents of NEMA or the State of Nebraska. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents.

### **RESPONSIBILITY FOR PROJECT**

While NEMA undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the project, said project remains the sole responsibility of the applicant in accomplishing grant objectives and goals. NEMA undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

**ENTIRE GRANT AGREEMENT**

This AGREEMENT sets forth the entire AGREEMENT between NEMA and the SUBRECIPIENT with respect to the subject matter hereof. Commitments, warranties, representations, and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either NEMA or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without the written consent of both parties.

IN WITNESS WHEREOF, NEMA and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**RECIPIENT**

**Nebraska Emergency Management Agency**

\_\_\_\_\_  
Ervin L. Portis, Governor’s Authorized Representative

\_\_\_\_\_  
Date

**SUBRECIPIENT**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
Authorized Representative Title

## **EXHIBIT A: Scope of Work-Reporting & Administrative Requirements-Project Budget**

### **1. GENERAL DESCRIPTION OF THE PROJECT(S).**

#### **1.1 Project description:**

Requested funds will be used to upgrade, automate, and optimize the pumping station capacity and the drainage structure for this flood control system. The proposed design will provide an independent and long-term solution to the interior flooding situation as well as reduce the risk to human life, by automating and optimizing key features of the drain pipe and pump station. These modifications & upgrades will increase the overall pumping capability, therefore increasing the discharge capacity of the City's pumping station as well as automating the of operation of the pump station itself. The proposed mitigation project includes the following features: - Increase the gravity storm drainage pipe size from the 42" CMP to a 72" RCP to improve conveyance capacity for interior drainage flows to reduce the need for frequent use of the pump station; - Install an automatic closure on the gravity drainage pipe to allow for interior stormwater drainage to continue during high river flows so long as hydraulic head differential allows; - Install the pumps and pumping configuration necessary to provide increased pumping capacity and rates when pumping is necessary to reduce the risk of structural flooding; - Automate the pump station to optimize operation and eliminate the need for manual pump startup, thereby significantly reducing risk to someone's life and avoiding the potential consequences of human error or not being able to physically access to the pump station to turn on the system. The proposed mitigation project will reduce flood risks at multiple annual chance exceedance events. The proposed upgrades, automation and modifications will provide a significant reduction in potential flood damage for five (5) non-residential and seven (7) residential structures for the 10% annual chance and 1% annual chance interior flood events. This project will reducing the ponding effect of four exceedance events by a range of 3.3 to 5.8 feet in depth. The BCA analysis looks at the 10%, 5% & 1% annual chance events as noted in the attached report and documentation. The attached study outlines the more intricate details of the project itself and a comprehensive assessment of the effect of the 10% and the 1% annual chance events on the properties and structures within the City's levee drainage basin.

**1.2 Project expenses:** Project expenses include those costs identified and approved in the application and budget. Documented pre-award costs related to the development of the grant application and/or Architecture and Engineering Design Fees as noted in the HMGP DR-4420 subrecipient application and approved budget may also be used to meet local match requirements or reimbursed.

**1.3 Non-Federal Match:** This Grant Requires a non-federal match contribution of 25% of the total Grant budget. The non-Federal match is shared by the City of Seward.

**1.4 Project timeline (from approved HMGP subapplication)**

<b>Project milestone</b>	<b>Expected completion date/period</b>
Data Collection and Survey - Phase 1	3 Month
Permitting, Design, Plans, & Specifications - Phase 1	9 Months
Re-evaluate Preliminary BCS (if needed)	1 Month
Finalize and package Phase I Materials, Submit to NEMA & FEMA	3 Months

**2. DELIVERABLES**

**2.1 Deliverables:** Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in Section 3 of this Exhibit A may result in loss of project funding. Copies of relevant documentation (including invoices, quarterly reports, and requests for reimbursement must be submitted to NEMA in accordance with this grant agreement.

**3. REPORTING REQUIREMENTS:**

**3.1 Quarterly Progress Reports and Financial Status:**

<b>Report Period</b>	<b>Due Date</b>
Quarter 1 (October- December)	<b>January 15</b>
Quarter 2 (January- March)	<b>April 15</b>
Quarter 3 (April -June)	<b>July 15</b>
Quarter 4 (July- September)	<b>October 15</b>

**1894. ADMINISTRATIVE REQUIREMENTS (Project specific requirements):**

The SUBRECIPIENT will adhere to the current and applicable FEMA administrative requirements described in the Hazard Mitigation Assistance Guidance and Addendum published February 27, 2015 (or subsequent and superseding program policy, as applicable).

The SUBRECIPIENT will ensure that all necessary documentation and deliverables are completed and submitted to the State within 30 days of the Grant Agreement expiration date. SUBRECIPIENT will ensure all closeout requirements outlined in FEMA Hazard Mitigation Assistance Guidance (2015) are met at the time of subaward closeout.

The SUBRECIPIENT and the SUBRECIPIENT's authorized representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

**5. PROJECT BUDGET (as approved in Subapplication):**

<b>Budget Summary Phase I</b>				
<b>Item</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
Survey	1	Each	\$8,000.00	\$8,000.00
Design Plans & Construction	1	Each	\$110,000.00	\$110,000.00
Permitting	1	Each	\$35,000.00	\$35,000.00
Updating Benefit Cost Analysis	1	Each	\$6,000.00	\$6,000.00
Bidding and Negotiation	1	Each	\$6,000.00	\$6,000.00
Agency/Stakeholder Coordination	1	Each	\$13,000.00	\$13,000.00
Project Management	1	Each	\$17,000.00	\$17,000.00
<b>Grant Total:</b>				<b>\$195,000</b>

<b>Cost Share Breakdown Phase I</b>			
<b>Source</b>		<b>Amount</b>	<b>Percentage of Total</b>
<b>Federal Share HMGP:</b>		\$146,250.00	75%
<b>Non-Federal:</b>	City of Seward	\$48,750.00	25%
<b>Non-Federal:</b>			
<b>Grant Total:</b>			<b>\$195,000.00</b>

<b>Management Cost Budget Summary Phase I</b>				
<b>Item</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
<b>Administrative Staff</b>	20	Hours	\$30.00	\$600.00
<b>Utility Staff</b>	10	Hours	\$30.00	\$300.00
<b>City Administrator/Attorney</b>	20	Hours	\$85.00	\$1,700.00

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<b>City Engineer</b>	50	Hours	\$75.00	\$3,750.00
<b>City Finance Director</b>	18	Hours	\$55.00	\$990.00
<b>Grant Total:</b>	<b>118</b>	<b>Hours</b>		<b>\$7,340.00</b>

**EXHIBIT B: FEMA Award Notification (letter from FEMA)**

Hazard Mitigation Grant Agreement  
Seward Interior Drainage and Pump Station Improvements Phase I  
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**EXHIBIT C: FEMA Record of Environmental Consideration**

Hazard Mitigation Grant Agreement  
Seward Interior Drainage and Pump Station Improvements Phase I  
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**EXHIBIT D: Signed authorized representative form**

5. Consideration of a Resolution Approving the Program Agreement with the Nebraska Department of Transportation (NDOT) for the Bluff Road Bridge Project and Authorization for Mayor to Sign All Documents - City Administrator Butcher

RESOLUTION NO. 2022-23

WHEREAS, the City of Seward is proposing a transportation project for which it would like to obtain federal funds, and

WHEREAS, the City of Seward understands that it must strictly follow Federal, State, and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project, and

WHEREAS, the City of Seward and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEWARD, NEBRASKA THAT:

1. Joshua Eickmeier, Mayor of the City of Seward, is hereby authorized to sign the attached Project Program Agreement between the City of Seward and NDOT.

2. The City of Seward is committed to providing local funds for the project as required by the Project Program Agreement:

NDOT Project Number: BRO-7080(56)  
NDOT Control Number: 13524  
NDOT Project Name: Seward East

Adopted this 2<sup>nd</sup> day of August, 2022.

THE CITY OF SEWARD, NEBRASKA

ATTEST:

\_\_\_\_\_  
Joshua Eickmeier, Mayor

\_\_\_\_\_  
Derek Bargmann  
City Clerk

## LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
CITY OF SEWARD, NEBRASKA  
PROJECT NO. BRO-7080(56)  
STATE CONTROL NO. 13524  
SEWARD EAST

**THIS AGREEMENT** is between the City of Seward, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, Federal-aid funds are available for transportation projects on eligible routes within the jurisdiction of Local Public Agencies under Title 23 of the United States Code and 23 Code of Federal Regulations, and

**WHEREAS**, federal law requires that State act as a liaison for all Federal-aid local transportation projects, and

**WHEREAS**, LPA has a proposed project on an eligible route that LPA would like to seek Federal-aid funds to reimburse LPA for a percentage of the eligible and participating costs of the project, and

**WHEREAS**, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. BRO-7080(56), as evidenced by the Resolution of the LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as **Exhibit "B"** and made a part of this Agreement, and

**WHEREAS**, the project is described generally as follows: replacement of structure U220002015 in Seward, Nebraska, and

**WHEREAS**, it is necessary for federal-aid funding and or for the completion of the environmental process, that a specific detailed project description be developed for this project; State is beginning that process and this Agreement will be supplemented with the DR Form 530 that will include the detailed project description, and

**WHEREAS**, the Federal share payable on any portion of a local Federal-aid project will be a maximum of 100 percent of the eligible and participating costs; the LPA will be responsible for all other nonparticipating or ineligible costs of the project, and

**WHEREAS**, it is too early in the planning process to estimate the expected costs of this project; State is beginning the process to prepare a cost estimate and will update the LPA when that estimate is better developed; further both parties understand that cost estimates always change as the design process continues, and

**WHEREAS**, based solely on typical costs per square foot of bridge, a project of this type would be expected to cost appoximately in the range of \$1,238,760; this cost is merely for preliminary planning purposes and will change as the project is developed, and

**WHEREAS**, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to State, and

**WHEREAS**, the regulations further allow and State requires that LPA use its own funds to match Federal Funds for the costs of local transportation projects, and

**WHEREAS**, State is willing to assist LPA in seeking Federal approval of the proposed project and use of Federal Funds to reimburse LPA for a percentage of the development and construction of the proposed improvement, with the understanding that LPA's project is not a State project and that no State Funds are to be expended on this project, and

**WHEREAS**, LPA wishes and State intends to act as the Responsible Charge (RC) for the project on LPA's behalf, and

**WHEREAS**, State is willing to act as RC so long as State is reimbursed for its costs and the parties understand that the project will be LPA's project and LPA will have ultimate responsibility for the development and construction of the project, and

**WHEREAS**, LPA understands that time is of the essence in the development of this project and LPA is willing to allow State to manage the schedule of the project and LPA commits to taking prompt action when requested by State so that this project will stay on schedule, and

**WHEREAS**, LPA understands that State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

**WHEREAS**, State will be responsible for paying directly the project construction contractor, preliminary and construction engineering providers, and any consultant related to Right-of-Way appraisal, appraisal review, negotiation and relocation assistance.

**WHEREAS**, it is understood that State will act in two capacities for this project; (1) State will act as a liaison with Federal Highway Administration (FHWA) concerning issues about the eligibility of the project for Federal-aid funding; and (2) State will coordinate with LPA to address any Federal-aid issues that have been identified with the project , and

**WHEREAS**, the Parties understand that this Agreement will be posted to a publically accessible database of agreements pursuant to the requirements Neb.Rev.Stat. § 84-602.02, unless otherwise provided by law.

**WHEREAS**, Federal Regulations provide that LPA shall not profit or otherwise gain from local property assessments that exceed LPA's share of project costs, and

**WHEREAS**, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement.

**NOW THEREFORE**, in consideration of these facts, LPA and State agree as follows:

## **SECTION 1. DEFINITIONS**

For purposes of this Agreement, the following definitions will apply:

“**CFDA**” means Catalog of Federal Domestic Assistance.

“**CFR**” means the Code of Federal Regulations.

“**FHWA**” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“**LPA**” means the Local Public Agency that is sponsoring a Federal-aid transportation project.

“**NEB. REV. STAT**” means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

“**OMB**” means the Federal Office of Management and Budget.

“**RESPONSIBLE CHARGE**” or “**RC**” means State representative(s) assigned to oversee the development of the project. The RC will ordinarily be State’s Project Coordinator from the Local Projects Section of the Material and Research Division of the Nebraska Department of Transportation.

“**PROJECT MANAGER**” means the employee or designee of State who will manage the construction of the project on behalf of LPA.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

“**LPA’s PROJECT LIAISON**”, “**LPA’s PL**” or “**PL**” means the officially designated employee of LPA who has been properly authorized to serve as LPA’s representative and to be a liaison between LPA and State and Federal government for LPA’s Federal-aid transportation project.

## **SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)**

- 2.1 Effective Date** --This Agreement is binding on the date it is fully executed by the Parties.
- 2.2 Renewal, Extension or Amendment** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 Identifying Date** – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.4 Duration**– This Agreement will expire upon completion of LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.
- 2.5 Termination** -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

## **SECTION 3. PURPOSE OF AGREEMENT**

- 3.1** LPA wishes to obtain Federal-aid funding for a Federal-aid transportation project on a street, highway, road, trail or other transportation related facility under LPA’s jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project, but will provide Federal funding for eligible and participating project costs through State. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. Further, State will act as the RC on behalf of LPA. The purpose of this Agreement is to set forth the understanding of LPA and State concerning their respective duties to enable the project to be eligible for federal-aid funding. LPA agrees that it is ultimately

responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to any maintenance and environmental document commitments. LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that FHWA finds that the project is ineligible for Federal funding, LPA will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC. LPA further agrees that LPA shall have no claim or right of action against State under this Agreement if FHWA determines that the project is not eligible, in whole or in part, for federal-aid funding except in the event that an error or omission of State proximately caused the project to be declared ineligible for federal funding in whole or in part, LPA's sole remedy against State is that LPA shall not be required to repay State for State's costs attributable to the part of the project in which the error or omission occurred. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.

- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and State's perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to assist in the development of this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.
- 3.3 The parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

#### **SECTION 4. FEDERAL AID PROJECT REQUIREMENTS**

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

##### **4.1 The Applicable Legal and Contract Requirements.**

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in

part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:

<https://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event LPA believes that The Manual does not clearly address a particular aspect of the project work, LPA shall seek guidance or clarification from State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

- 4.2 Federal Oversight.** If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of LPA to understand the additional requirements and ensure that State and FHWA are provided timely notice for additional oversight and approvals.

## **SECTION 5 – GENERAL PROJECT DUTIES**

### **5.1 State's Responsibilities.**

This Project is LPA's project and LPA understands that State will be acting as LPA's representative in the development and construction of the project. State will act as Responsible Charge (RC), on behalf of LPA, for this project. State will also act as Project Manager and Project Inspector to oversee the construction of the project. Except for the duties expressly delegated to LPA herein, State shall be responsible for completing or overseeing all stages of the development of the Federal-aid project **on LPA's behalf** including planning, environmental, design, right-of-way, utilities, railroad, construction and construction engineering.

### **5.2 LPA's Responsibilities.**

LPA will be responsible for confirming that State's work on its behalf conforms to LPA's intentions and will keep the project eligible for federal-aid funds. LPA shall make its best efforts to provide approvals, sign documents, and to promptly do all things necessary to help State or the project consultant(s) with the development and construction of LPA's project. LPA's Project Liaison shall be responsible for safeguarding the interests of LPA in the project, for giving approvals as needed, and for obtaining formal LPA approval and authority when deemed necessary by LPA. LPA shall also, when applicable, provide construction inspection services related to any LPA owned utility facility rehabilitation work included within the project construction contract.

## **SECTION 6 – LPA'S PROJECT LIAISON**

LPA shall formally appoint an LPA employee, and provide State with that employee's name, mailing address, email address and phone number, and shall authorize that employee to act as LPA's Project Liaison (hereinafter known as "LPA's Project Liaison" or "LPA's PL" or "PL"), to take all actions necessary for the project on behalf of LPA and to serve as a liaison between State and LPA. LPA's PL shall be certified by a process developed by State to act as a PL for the project.

## **SECTION 7 – PROGRAMMING DOCUMENT**

LPA and State are beginning the process of drafting a description of the proposed project and a preliminary estimate of the cost of the project that will be used by LPA on the

official project programming document, the DR 530. LPA requests that State continue work on this project pending completion of the project description, project cost estimate and the DR 530. **LPA shall formally approve both the signing of this Program Agreement and the signing of the supplemental agreement.**

#### **SECTION 8 – PROCUREMENT OF PROFESSIONAL SERVICES**

LPA hereby authorizes State to retain the Professional Services providers deemed necessary by State for the development and construction of LPA's project. The typical Professional Services Providers used for a project of this type include but are not limited to project design and construction engineering; NEPA and other Environmental Specialists; Right-of-Way Appraisal, appraisal review, negotiation and relocation assistance; and construction engineering. LPA authorizes State to use State's qualification based selection process or a State "On-Call" Consultant for the selection of Engineering or Environmental Consultants, and to select a service provider from State's list of Right-of-Way Service Providers. State is further authorized by LPA to select any other service providers deemed necessary by State for LPA's project using State processes for such selections. State shall make the final decision as to which service provider(s) will be selected for LPA's project. The Consultant Agreement will specify that State will manage and administer the agreement and enforce the terms and the progress of the work under the agreement on behalf of LPA. Although, the Consultant Agreement will be between LPA and consultant, the Parties understand that State will be solely responsible for the day-to-day scheduling and oversight of the progress of the work under the contract. **LPA agrees to promptly sign any service provider Agreements prepared by State with the selected consultant.** Further, LPA hereby authorizes State to issue a Notice-to-Proceed to the selected service provider as soon as State determines it is necessary, even if such date is prior to obtaining LPA's execution of the agreement, unless LPA notifies State in writing that the agreement must be executed before work may begin.

#### **SECTION 9 – PLAN DEVELOPMENT AND PROJECT ENVIRONMENTAL WORK**

##### **9.1 General**

The plans, specifications and estimates for the construction of LPA's project are expected to be developed by a design consultant, but if State elects to not use a design consultant, State employees will design the project on LPA's behalf. LPA shall authorize its Project Liaison (PL) to carefully follow the development of the project plans so that PL will have a thorough understanding of the planned improvement and will ensure that the project design is acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the development of the plans. It is expressly understood that LPA is responsible for the completed design of this project as if LPA had designed the project itself.

##### **9.2 Plan-in-Hand (PIH)**

State and the design consultant shall prepare for and hold a PIH meeting at the project site, and shall create a PIH report from the PIH meeting. LPA's Project Liaison shall attend the project PIH meeting and Project Liaison shall notify LPA's governing body of the conclusions of the PIH report. **LPA shall formally review and approve the project PIH plans and report.** State will continue with the development of the project based on

the PIH report and plans unless LPA promptly notifies State that LPA's governing body objects to the plans or conclusion(s) of the report.

### **9.3 Project Environmental Work**

LPA hereby authorizes State to act as the agent for LPA concerning all environmental issues on this project. LPA authorizes State to select an Environmental Consultant to complete the development and writing of the environmental documents and permit applications. State will oversee and manage the development of the environmental documents and permit applications, as well as the schedule for the environmental work. **LPA's PL shall promptly review and approve the project NEPA documents and the environmental commitments that will be associated with this project; LPA's PL shall communicate those commitments to LPA's governing body.** LPA shall notify State immediately after review of such documents if LPA decides not to proceed with the project because of the environmental costs and commitments for the project. LPA will sign NEPA documents and permit applications and be responsible for meeting all environmental commitments as the owner of the transportation facility.

***MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM.*** If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If LPA does not have an active construction storm water management and post construction storm water management program, the project consultant shall follow State (NDOT) MS4 program.

### **9.4 90% Plans Stage**

**LPA shall review and give its formal approval to the construction plans at the "90% Plans" stage**, including, when applicable, the right-of-way plans and the right-of-way cost estimates completed by State or the project design consultant. After LPA's approval of the 90% plans, LPA shall also review and approve the utility rehabilitation plans developed from the 90% plans.

### **9.5 Coordinating Professional**

If LPA's project involves more than one licensed professional engineer or architect, State shall designate a Coordinating Professional for this project, as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline.

### **9.6 Professional Performance**

It is understood by the Parties that LPA is solely responsible for the professional performance and ability of LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by State, or acceptance or use of the work product of LPA or the project consultant(s) will

not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of LPA and the project consultant which would relieve LPA from any expense or liability that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by LPA for the project.

#### **9.7 Public Involvement**

Early in the planning of the project, State's Public Involvement Coordinator will evaluate the project and decide what process is required for Public Involvement. State will coordinate all required public notice and public involvement Statewide Transportation Improvement Plan (STIP) questions. State and the project design consultant will facilitate all public involvement activities with assistance, when necessary, from LPA. LPA shall assist with the public involvement process and will be represented at public involvement activities that require attendance of LPA's representatives(s). State's Public Involvement Coordinator will continue to oversee all project Public Involvement processes.

### **SECTION 10 – RIGHT-OF-WAY (ROW)**

#### **10.1 Governing Documents**

The Federal law governing acquisition of additional property rights and relocation assistance on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). LPA shall comply with 23 CFR part 710, the Uniform Act, State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

#### **10.2 LPA Authorization for State to Act on LPA's Behalf**

This Section applies when State determines that property rights need to be acquired for the construction of LPA's project. When additional property rights are needed for the project, State shall complete or provide oversight of the Right-of-Way activities, which are defined as appraisal, appraisal review process, acquisition process and, when necessary, relocation assistance. LPA hereby authorizes State to complete the ROW activities for the project on LPA's behalf, and authorizes State to complete the ROW activities for the project using State selected Right-of-Way service providers.

#### **10.3 Right-of-Way Cost Estimate**

State will complete an estimate of the costs of acquiring the additional property rights. State shall notify LPA of the aggregate estimated right-of-way costs. The parties understand that the estimate is preliminary and used primarily for planning and establishing the Federal ROW obligation. LPA shall review the right-of-way cost estimate and notify State immediately if LPA decides to not proceed with the project because of these costs. Withdrawing the project by LPA will require LPA to repay (1) all

Federal-aid funds used for the project to date and (2) all costs incurred by State arising out of State's work under this Agreement.

#### **10.4 Condemnations**

LPA authorizes State to acquire the necessary ROW by voluntary conveyance from property owners; however, LPA understands and agrees that sometimes properties must be acquired by condemnation action. State cannot complete condemnation actions for LPA's project. Therefore, LPA shall be solely responsible for filing and handling condemnation actions to acquire the ROW from property owners when State, in its sole discretion, determines a condemnation action is necessary. LPA understands that it must file condemnation actions, hold hearings, and cause the amounts of the condemnation awards to be paid into County Court before State will advertise LPA's project for bid letting. If LPA does not promptly complete the condemnation of the properties needed for the project, the project will not be constructed. In the event the project will not be constructed for this reason, LPA will be subject to (1) the loss of federal-aid funds for the entire project, and (2) repayment to State in full of all Federal-aid funds used on the project and all costs incurred by State arising out of State work under this Agreement.

#### **10.5 Encroachments**

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. LPA, at no cost to the project, shall clear the entire existing ROW of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing ROW. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project.

#### **10.6 Land Corners**

LPA shall fully cooperate with State and the project consultants to locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Neb. Rev. Stat. § 39-1708 et. seq

#### **10.7 Special Assessments**

Prior to initiating a special assessment on a Federal-aid project, LPA shall notify State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

“When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances.”

LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming all of the above.

#### **10.8 Reimbursement of LPA’s Right-of-Way**

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses typically include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to LPA on a case-by-case basis.

All required documentation of Chapter 7 of State’s Right-of-Way Manual must be submitted to and approved by State Right of Way Division in order for LPA’s ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

#### **10.9 Confidentiality of certain Right-of-Way**

LPA understands that State will manage the right-of-way design, appraisal and acquisition phase of this project. LPA understands that State will keep each individual property acquisition confidential until State has completed the acquisition or turned the

file over to LPA for condemnation. LPA will safeguard all right-of-way acquisition information consistent with State's practice.

## **SECTION 11 – RAILROAD PROPERTY ON LPA'S PROJECT**

The Section applies when State determines that LPA's project includes work to be completed on property owned by a Railroad Company or Railroad Companies. For grade separation projects, LPA and State shall enter into a separate funding and crossing closure agreement with Railroad specifying the funding commitments for the project. **State, with assistance from LPA, shall when required by Railroad, develop a Construction Agreement for LPA to formally approve and sign with each applicable Railroad Company.** State shall assist LPA, when required by railroad, in acquiring the property rights using documents developed or approved by State for each applicable Railroad Company. LPA shall promptly meet any requirements of State or Railroad deemed necessary by State to construct the project or to be allowed to occupy railroad property.

## **SECTION 12 – UTILITY REHABILITATION WORK**

### **12.1 Overview**

This Section applies when State determines that LPA's project includes utility facilities that serve the public interest, owned by LPA or by another entity, which may be affected by the Construction of LPA's project. LPA shall assist State in determining what, if any, public or private utility facilities that serve a public interest are located along, over, under or across the project route. Utility facilities installed, relocated or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR §645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410 all as interpreted by the FHWA. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA Guidelines Manual.

### **12.2 Eligible Costs**

All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property. Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in a prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by LPA and State up to the amount of federal funding obligation obtained by State.

### **12.3 LPA Owned Utilities**

#### **12.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route**

The transportation project design consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. LPA shall cooperate with and provide the design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

#### **12.3.2 All other Utility Facilities – Along or crossing the project**

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

### **12.4 Non-LPA Owned Utilities**

State, with assistance from LPA, shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

### **12.5 State Highway Right-of-Way**

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from State. State shall assist LPA with contacting State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

## **SECTION 13. FINAL PLANS, BID LETTING AND CONSTRUCTION**

### **13.1 General**

The construction of the project will be completed by a Contractor selected through State's competitive bid process. LPA authorizes State to provide the construction project management and Inspection services on LPA's behalf. LPA shall authorize its

PL to carefully follow the construction of the project so that PL will thoroughly understand the progress of the work to ensure that the construction will be acceptable to LPA. LPA shall immediately notify State when it has concerns or questions about the construction of the project. The parties understand that LPA is responsible for the conformance of the work of the construction contractor to the plans and specifications as if LPA had overseen the construction itself.

### **13.2 Plans, Specifications and Estimates (PS&E)**

State or the project design consultant will complete plans, specifications and estimates (the PS&E Package) for LPA's project. State shall simultaneously submit the PS&E Package to: (1) LPA for review and approval, and (2) State's Contract Lettings Section within the Construction Division, for final preparation of the PS&E Package for a bid letting. When the PS&E Package is finalized by State, and formal approval received from LPA, State will advertise the project for a bid letting. **LPA will be requested to ratify any revisions made by State in the final PS&E package when LPA approves the award of contract to the lowest responsible bidder on the project.** LPA agrees to not unreasonably withhold its ratification of the PS&E package.

### **13.3 Bid Letting and Award of Construction Contract**

State, on behalf of LPA, will provide State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following State's bid letting and award procedures. State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when State rejects all bids. **LPA shall promptly review and formally approve State's recommendation as to the lowest responsible bidder for LPA's project,** unless LPA has a compelling reason to withhold its approval. In the event that LPA withholds its approval, LPA shall provide State with its explanation of the reason for withholding approval and will make its best efforts to promptly resolve the dispute with State. If the parties are not able to promptly resolve the dispute, State shall reject all bids and at State's sole discretion, State may either re-let the project or terminate this Agreement. LPA must provide a resolution concurring with the selection of the low bidder before State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

### **13.4 Construction Oversight**

LPA hereby authorizes State to oversee the construction of LPA's project, including providing project management and inspection as necessary under the Construction Contract. LPA's PL shall be available to be present at the project site at all reasonable times during the construction of the project to act as a liaison and to represent the interests of LPA in the construction of the project.

### **13.5 Change Orders**

State will prepare any change orders to the project deemed necessary by State. LPA hereby authorizes State to approve on its behalf, change orders deemed by State to be necessary for the construction of the project. **State reserves the right to seek formal approval from LPA for any change order.** When State seeks LPA's approval, LPA

shall make its best efforts to promptly respond so that contractors work will not be delayed. State shall provide copies of all change orders to LPA's PL. LPA shall hold State harmless, indemnify and defend State against damages suffered by State related to delay in approval of the change orders for the project.

#### **13.6 Tentative and Final Acceptance**

LPA hereby authorizes State to determine when the project is ready for tentative acceptance under the terms of the construction contract. At that time, the PL shall meet with State's Project Manager and shall review the work of the project to confirm that the project has been constructed according to the contract. Unless the PL promptly objects in writing, LPA authorizes State to notify contractor in writing that the project has been tentatively accepted.

State will notify LPA's PL when the project is ready for final acceptance. LPA shall promptly review and act on State's recommendation that the project is ready for final acceptance. **LPA shall formally approve State's recommendation or provide a written explanation of why LPA cannot approve State's recommended finding that the project is ready for final acceptance.** LPA shall make its best efforts to resolve any dispute it has with State concerning final acceptance of the project.

#### **13.7 Final Audit**

LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.

#### **13.8 Maintenance and Environmental Commitments**

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. LPA will release and hold harmless State and FHWA from any suits brought against State arising out of LPA's operation and maintenance of or related to the project.

#### **13.9 Miscellaneous**

LPA shall make its best efforts to provide approvals, sign documents, and do all things necessary to help State with the development and construction of LPA's project.

### **SECTION 14. FINANCIAL RESPONSIBILITY**

#### **14.1 General**

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should

the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

#### **14.2 Total Project Costs and Funding Commitments**

State is in the process of describing the scope of the project in enough detail to develop a preliminary cost estimate for the project. As soon as State has enough information to develop a preliminary cost estimate, this Agreement will be amended to include this information. LPA requests that State continue work on this project pending completion of the preliminary cost estimate.

#### **14.3 Authority of State**

LPA hereby authorizes State to pay project consultants and the construction contractor directly on LPA's behalf. LPA authorizes State to include State's costs for overseeing the development and construction of the project as a reimbursable cost of the project. Generally, the cost of LPA and its PL will not be eligible for reimbursement with Federal-aid funds for this project. The following costs of LPA will be reimbursable with Federal-aid funds at the applicable percentage when State determines, in its sole discretion that the costs are proper and eligible for reimbursement under Federal and State Law:

- a. LPA's cost of the non-betterment rehabilitation of LPA owned utility facilities as described elsewhere in this Agreement,
- b. LPA's costs to file and handle any condemnation proceeding needed for this project including the costs of the property rights acquired as described elsewhere in this Agreement.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement.

#### **14.4 State-Incurred Costs**

The costs incurred by State employees to perform tasks on behalf of LPA related to the development and construction of this project will be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs may be eligible for Federal-aid participation up to the amount for which federal funds have been obligated.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

#### **14.5 LPA Project Budget and Invoicing by State**

LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection 14.1 above.

At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred project costs. After execution of a professional services agreement for this project, State will invoice LPA their share of the total agreement amount.

Upon award of the construction contract, State will send an invoice to LPA requesting LPA to pay its share of (1) the costs of construction, based on the construction contract,

(2) contingencies, (3) the costs of construction engineering (includes audit costs), and (4) any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon in writing by the Parties. LPA shall pay State within 30 calendar days of receipt of invoice from State.

#### **14.6 Audit and Final Cost Settlement**

Final reimbursement requests must be made within 60 days after the filing of State DR Form 299. Any invoices submitted after the 60 calendar day deadline will be ineligible for reimbursement.

The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

#### **14.7 Project Withdrawal**

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed by LPA.

### **SECTION 15. SUSPENSION OR TERMINATION**

#### **15.1 Suspension**

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below. Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

#### **15.2 Termination**

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate this Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
  1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
  2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
    - a) LPA has failed to replace the Project Liaison (PL) with a PL approved by State within 30 days during the design stage or 10 days during the project

letting or construction stages, from when the PL leaves, or is removed from the project for any reason.

- b) LPA either (1) informs State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
  - c) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
  - d) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.
3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
  4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
  5. LPA's failure to sign any State requested project documents in a timely manner.
  6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
  7. LPA's breach of a provision of this Agreement.
- c. LPA may terminate this Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph (e) below.
  - d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
  - e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

#### **SECTION 16. FEDERAL AUDIT REQUIREMENT**

- 16.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 16.2 LPA shall comply with this Single Audit mandate as described in Section 16.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

16.3 If necessary, the Federal award information needed for the SEFA includes:

**Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration

**Pass-Through Grantor:** Nebraska Department of Transportation

**Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)

**CFDA Number:** 20.205

**Project Number:** BRO-7080(56)

16.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

#### **SECTION 17. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY**

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to the LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

#### **SECTION 18. INDEMNITY**

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

#### **SECTION 19. TRAFFIC CONTROL**

LPA shall assist State in the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's PL shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed.

#### **SECTION 20. CONFLICT OF INTEREST LAWS**

LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the project to remain fully eligible for State and federal funding. LPA should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location: <https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State's website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>.

Consultants and subconsultants providing services for the project, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

#### **SECTION 21. DRUG FREE WORKPLACE**

LPA shall have an acceptable and current drug-free workplace policy on file with State.

#### **SECTION 22. RECORDS RESPONSIBILITY**

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, accounting records and other evidence related to LPA's involvement in the project. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of project completion; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

State shall provide LPA with copies of the letting plans and specifications and all change orders. State will also provide LPA with as-built plans after the conclusion of the project. LPA shall be given reasonable access upon request to State's project files.

#### **SECTION 23. FAIR EMPLOYMENT PRACTICES**

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

#### **SECTION 24. DISABILITIES ACT**

LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

## **SECTION 25. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS**

### **PROVISIONS**

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

## **SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

### **26.1 Policy**

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement. .

### **26.2 Disadvantaged Business Enterprises (DBEs) Obligation**

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

## **SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES**

During LPA's performance of the work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

### **27.1 Compliance with Regulations:**

LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

### **27.2 Nondiscrimination**

LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate

either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

**27.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

**27.4. Information and Reports:**

LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**27.5. Sanctions for Noncompliance:**

In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to LPA under this Agreement until LPA complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

**27.6 Incorporation of Provisions:**

LPA shall include the provisions of sections 27.1 through 27.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States enter into such litigation to protect the interests of the United States.

**SECTION 28. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS:

CITY OF SEWARD, NEBRASKA  
Joshua Eickmeier

\_\_\_\_\_  
LPA Clerk

\_\_\_\_\_  
Mayor

**EXECUTED** by State this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Jodi Gibson

\_\_\_\_\_  
Local Assistance Division Manager



D-02015	
County	Seward
Structure Number	000002015
Local Name	D-02015
Next Inspection Date	06/22/2025
Next Inspection Type	PC Routine
Previous Inspection Date	06/22/2022
Next Due Inspection Type	PC
Inspection Status	Emergency
Inspection Type	Block
Block Type	Block Type
Inspection Frequency	Every 2 Years

6. Update on the FY2022-2023 City of Seward Budget - City Administrator Butcher
7. Update on the Wellness Center - City Administrator Butcher

**CITY ADMINISTRATOR'S REPORT**

## CITY ADMINISTRATORS REPORT – 8/2/22

- Monitoring a number of street projects Waverly Road (lane painting), design work on East Seward, East Hillcrest, and drainage near Park Street & Bradford Street.
- Assisting City Attorney with a number of real estate items and related matters.
- Assisted with Civic Center items and issues.
- Reviewed additional DTR items and worked with applicants on needed documents.
- Worked on rail items related to BNSF crossing and County Fairgrounds.
- Department Head quarterly reviews.
- Budget finalization with Finance Director Nick Wolf.
- Met with representatives from Jones Bank regarding financing options for Wellness Center.
- Working with Zoning Office staff on a number of appeals and zoning items (Pflughaupt).
- Assisting with documentation and discussions related to billing for ambulance services with One Billing Solutions.
- Review lease options for Golf Clubhouse. Working with liquor control commission on possibilities related to multiple liquor licenses.
- Attended NPPD online rate outlook meeting.
- Reviewed locations and plans with City Clerk for a historic marker related to a rescue on the BNSF line.
- Attended the ALLO fiber ribbon cutting.
- Conducted a full internal audit of TIF files with Attorney Andrew Willis and Finance Director Nick Wolf.
- Met with County Commissioners on BNSF crossing issues and economic development opportunities.
- Met with Building Office about a residence that may have an inspect infestation issue. Working to red tag and work with next of kin (if any), otherwise planning for demolition possibly.
- Onsite for the 3<sup>rd</sup> and Moffitt Residential House/Apartment Fire.
- File 2021/2022 TIF divisions documents with the County Assessor.
- Off one day to help attend to my father in the hospital.
- Met with Mayor to review Draft budget with Finance Director Nick Wolf.

The departments are working on the following projects to name a few:

### **Police Department**

- Police Department tour with daycare center.
- E-911 Board.
- Background investigation on PO-I candidate.

### **City Clerk/Human Resources/City Hall**

- Continuing to work with EMC on City claims from the June 14 storm cleanup.
- Awaiting results of PD's background check for the Police Officer vacancy. Then will schedule the final interview with the candidate.
- Looking at Section 4 of the Employee Personnel Handbook.
- Mindy is working from template to create drafts for the Boards/Commission orientation packet.

### **Water/Wastewater Department**

- Working on the transmission water main replacement from Izaak Walton Rd and Hwy 15 to the south dike by the Big Blue and Hwy 15 air release.
- Sargent Drilling began work on the Dakota well at the south well field Monday.
- Meeting with Craig from Olsson Engineering to go over issues with the water tower project.
- Collaborating with Warren from Olsson Engineering for the new controls at the New Dakota Well Site and Scada adjustment for well operations.

**Parks and Rec/Cemetery/Golf/Pool**

- Registration for flag football and soccer.
- Getting the Sand Volleyball Court ready.
- Prepping the bull pens on Legion Field.
- Mowing and trimming.

**Civic Center**

- Meetings as usual.

**Electric Department**

- Trim trees at Seward County Fairgrounds and Hwy 34.
- Follow up on ALLO installations.
- Trench in primary 2607 Alvo Rd.
- Change out street light heads.
- Work on Petsource project.

**Street Department**

- Spray for mosquitos.
- Continuing to work on the pinewood project.
- Street painting.
- Fixing mowers.

**Library**

- Seward Library Foundation Meeting.
- Summer escape rooms daily.
- CASTL meeting in Beatrice.
- Begin interviews for Library Assistant I.

**Building Inspection/Planning Department**

- The Planning Commission Meeting on August 8 will discuss the Yurth Major Subdivision, Volnek Minor Plat, Volnek Rezone, Morse Special Use Permit, Storm Water Ordinance, and pet services.
- Working on rescheduling the Glawatz meeting and responses to concerns raised during the meeting. Still waiting on confirmation from members on a date to schedule a Board of Adjustment Meeting.
- Meeting with Don Peek to discuss Twin Oaks Road.
- Inspections and plan reviews.

**Engineering**

- Revised site layout, review and comment on 90% plans, complete SRF funding application, and send agreements to City Attorney for the water tower.
- SBR equipment meeting w/ SEH for the WWTP Upgrade.
- Plan set being updated for additional storm sewer and detention basin outlet structure design for East Seward Street.

**Finance Dept.**

- Budget
- Prepare for month-end.
- NIMS training.
- File TIF general & administrative expense invoices.

**FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE  
ACTION  
ANNOUNCEMENT OF UPCOMING EVENTS  
STRATEGY SESSION**

1. Strategy Session with City Attorney to Provide Negotiation Guidance Concerning Real Estate Interests - City Attorney Hoffschneider

**MOTION TO ADJOURN**

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I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Municipal Building, Seward County Courthouse, Seward Memorial Library and CityofSewardNE.gov

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

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Derek Bargmann, City Clerk

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Date