

GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Sponsor**", and the **CITY OF LINCOLN**, a municipal corporation, hereinafter referred to as "**Grantee**". Individually, the Sponsor and the Grantee may be referred to as a "Party," and collectively they may be referred to as "Parties."

WITNESSETH:

WHEREAS, the Grantee's primary purpose is to operate a visitor attraction which is owned by the public or a nonprofit organization; and

WHEREAS, the Grantee has established a project for: expanding and improving an existing visitor attraction; planning or developing such expansion, improvements, exhibits or additions; acquiring or expanding exhibits for existing visitor attractions; or promotion and advertising costs associated with such exhibits; and

WHEREAS, the Sponsor desires to expend Lancaster County Visitor Improvement Grant funds to support the Grantee's project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

1. Purpose: The purpose of this Grant Contract is to provide funding for the Grantee's Project, as described in Attachment "A", attached hereto and hereby incorporated by this reference.

2. Scope of Services: The Grantee agrees to complete the Project. Grantee agrees that it shall expend the funds granted hereunder only for the Project.

4. Grant: In order to assist the Grantee in financing the cost of the Project, the Sponsor shall make a Grant in the amount of \$1,795,000.00 ("Grant Funds") from the Lancaster County Visitors Improvement Fund.

5. Term: The term of this Grant Contract shall be from June 1, 2017 through June 30, 2021, and shall be broken down into four (4) phases as described in Attachment "B":

Phase 1 - Completion by June 30, 2018;

Phase 2 - Completion by June 30, 2019;

Phase 3 - Completion by June 30, 2020; and

Phase 4 - Completion by June 30, 2021.

The Sponsor may extend the term of the Grant upon good cause shown by the Grantee. Any extension of the Grant term must be in writing and signed by both Parties. Any Grant amount that remains unencumbered by the end of the Grant term, or any reasonable extension thereof, shall be retained by Sponsor and placed in the Lancaster County Visitor Improvement Fund.

6. Project Budget: A Project Budget shall be prepared and maintained by Grantee. Grantee shall carry out the Project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the Project Budget. The Project Budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved in writing by the Sponsor.

7. Payment of Grant: Upon completion of a Project phase, Grantee shall submit a claim or claims for Grant Funds to the Sponsor and (a) a detailed listing of all expenditures and a professional external audit of Grantee that covers the period of the expenditures; or (b) a detailed listing of all expenditures and copies of all receipts, cancelled checks, contracts and/or other documents that substantiate those expenditures. The amount of payment for each phase shall be as follows:

- Phase 1 - \$116,000
- Phase 2 - \$490,200
- Phase 3 - \$437,800
- Phase 4 - \$751,000

Payment of the claim(s) will be made only upon completion of a Project phase and only after Grantee assures the Sponsor in writing that the Project phase has been completed in accordance with the Grant Contract, and completed in a timely manner.

PROVIDED: The Grantee understands and agrees that the Lancaster County Visitors Improvement Fund ("Improvement Fund") is the sole source of payment of Grantee's claim(s) for Grant Funds pursuant to this Grant Contract. Grantee's claim(s) shall not be paid from the Lancaster County General Fund, or from any other Lancaster County Fund. If for any reason the amount of funds in the Improvement Fund shall be insufficient to meet all obligations of the Improvement Fund, then the Sponsor, in its sole and absolute discretion, will determine the amount of Grant Funds, if any, that can be paid to the Grantee based on the amount of the funds available in the Improvement Fund, until sufficient funds in the Improvement Fund become available to pay Grantee's claim(s) for Grant Funds in full, and the Parties agree that no interest on the amount of such claim(s) shall be due or owing from Sponsor to Grantee as a result of any such delay in Sponsor's payment of Grantee's claim(s), whether such claim(s) be considered liquidated or unliquidated. Grantee agrees that Grantee has no reasonable expectation of payment of any kind from any other source except the Improvement Fund.

8. Audit and Inspection: Grantee shall permit and shall require its agents

and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the Grant Contract and the Project.

9. Not Discriminate: In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment practices.

10. Sponsor Not Obligated to Third Parties: This Grant Contract is not intended to, and does not, create any rights or benefits on behalf of any person other than the Parties to this Grant Contract. Sponsor shall not be obligated or liable hereunder to any person other than the Grantee.

11. Prohibited Interests: Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project provided herein, or any property included or planned to be included in the Project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

12. Nonperformance: In the event the Grantee fails to complete the Project or fails to meet any of the requirements outlined in this Grant Contract, during the term of this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to complete, and Grantee shall not receive payment of Grant Funds.

13. Severability: If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

14. Independent Contractor: It is the express intent of the Parties that this Grant Contract shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Grant Contract, shall be deemed to be independent contractor(s) during the entire term of this Grant Contract or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Grant Contract. Grantee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Grant Contract. It is the express intent of the Parties that this Grant Contract shall not create an agency relationship between the Parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the

Grantee nor its employees shall be deemed to be agents of the Sponsor.

15. Hold Harmless: The Grantee shall indemnify and hold harmless the Sponsor, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Grant Contract that results in bodily injury, civil rights liability, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This Section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

16. Insurance Requirements: The Grantee shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the Sponsor, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Grant Contract. No work on the Project or pursuant to this Grant Contract shall begin until all insurance obligations herein are met to the satisfaction of the Sponsor, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the Sponsor prior to execution of the Grant Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Grantee's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the Sponsor being secondary or excess.**

a) **Workers' Compensation.** The Grantee shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Grantee shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Grant Contract.

b) **Commercial General Liability.** The Grantee shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Grantee shall provide an additional insured endorsement acceptable to the

Sponsor. The required insurance must include coverage for all projects and operations of Grantee or similar language that meets the approval of the Sponsor, which approval shall not be unreasonably withheld.

c) **Automobile Liability.** The Grantee shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

d) **Additional Insured** An Additional Insured endorsement shall be provided to Sponsor naming Sponsor as additional insured under the commercial general liability policy.

e) **Certificates.** The Grantee shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Grantee's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Grant Contract and during the period of any required continuing coverages, the Grantee shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of Sponsor to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

f) **Minimum Scope of Insurance.** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

g) **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Grant Contract shall be construed to waive the Sovereign Immunity of the Sponsor or Grantee.

17. Employee Verification: In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Grantee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this

Section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Grantee shall require any subcontractor to comply with the provisions of this Section.


18. Forbearance Not Waiver: Sponsor's failure or neglect to enforce any of its rights under this Grant Contract shall not be deemed to be a waiver of Sponsor's rights.

19. Venue: If either Party brings against the other Party any proceeding arising out of this Grant Contract, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

20. Integration: The Parties hereby agree that this Grant Contract constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties regarding the subject matter of this Grant Contract, whether verbal or written.

EXECUTED by Grantee this 16th day of August, 2017.

THE CITY OF LINCOLN,
a Municipal Corporation, Grantee.

BY: 

Title: Mayor

EXECUTED by Sponsor this _____ day of _____, 2017.

APPROVED AS TO FORM THIS
____ day of _____, 2017.

LANCASTER COUNTY, NEBRASKA
a Political Subdivision, Sponsor

BY: _____
for Joe Kelly
Lancaster County Attorney

BY: _____
Todd Wiltgen, Chair,
Lancaster County Board of Commissioners

March 17, 2017

Lancaster County Commissioners
County-City Building
555 South 10th Street, Room 110
Lincoln, Nebraska 68508

**RE: *Funding Request for Improvements to Pinewood Bowl in Pioneers Park
Lancaster County Visitors Improvement Fund***

Dear Commissioners:

The purpose of this letter is to request that the County Board consider allocating \$600,000 annually of Visitor Improvement Fund revenues for a period of three consecutive years to be used to support improvements to Pinewood Bowl as envisioned by a recently developed master plan for the facility.

Development of the master plan for improvements to Pinewood Bowl was a cooperative effort of representatives of Pinewood Bowl, Inc., SMG/Pinnacle Bank Arena, and Lincoln Parks and Recreation. This master plan recognizes that Pinewood Bowl is a unique, historic outdoor concert and performance venue. The focus of the master plan was to identify improvements that will enhance the experiences of visitors, and that will improve and upgrade the "back of house" facilities to make the facility function more effectively for large touring acts and also for the local community theater productions. SMG / Pinnacle Bank Arena began offering outdoor concerts and performances at Pinewood Bowl in 2012. The venue has proven to be very popular with patrons, and with touring production groups alike. Lincoln is well placed between Chicago, Denver and Kansas City to continue to attract desirable, high quality touring artists. In 2012, five concerts were offered at Pinewood Bowl by SMG/Pinnacle Bank arena. In 2016, ten concerts and performances were offered. We believe that investment in the infrastructure of Pinewood Bowl will foster continuing success in providing high quality entertainment in a unique setting that expands opportunities to attract visitors to Lincoln.

A list of infrastructure improvements and a copy of the site plan from the Pinewood Bowl master plan is enclosed.

We understand that in accordance with past practice, the Commission may forward this funding request to the Visitors Promotion Committee (VPC) for consideration. Please note that we are



prepared to present this request to the VPC during an upcoming meeting, if the Commission is so inclined.

We appreciate consideration of the County's continued partnership and financial participation in making improvements to Pinewood Bowl. We are available at the Commission's convenience to more fully discuss the project, if desired. I can be reached at 441-8265 or ljohnson@lincoln.ne.gov.

Sincerely,



Lynn Johnson
Lincoln Parks and Recreation Director

Cc: Jeff Maul – Executive Director, Lincoln Convention and Visitors Bureau ✓
Denise Pearce – City of Lincoln Mayor's Office

enclosure

Pinewood Bowl – Proposed Improvements per 2015 Master Plan Update

Master Plan Elements

1.0 SITE & INFRASTRUCTURE

- 1.1 Lower sound mixing station
- 1.2 Extend perimeter fence & add gates
- 1.3 Construct spotlight towers/concessions
- 1.4 Install cable trenches
- 1.5 Extend water connections to new RR and concessions sites
- 1.6 Provide landscaping as needed to enhance or screen views

2.0 CIRCULATION & SERVICE

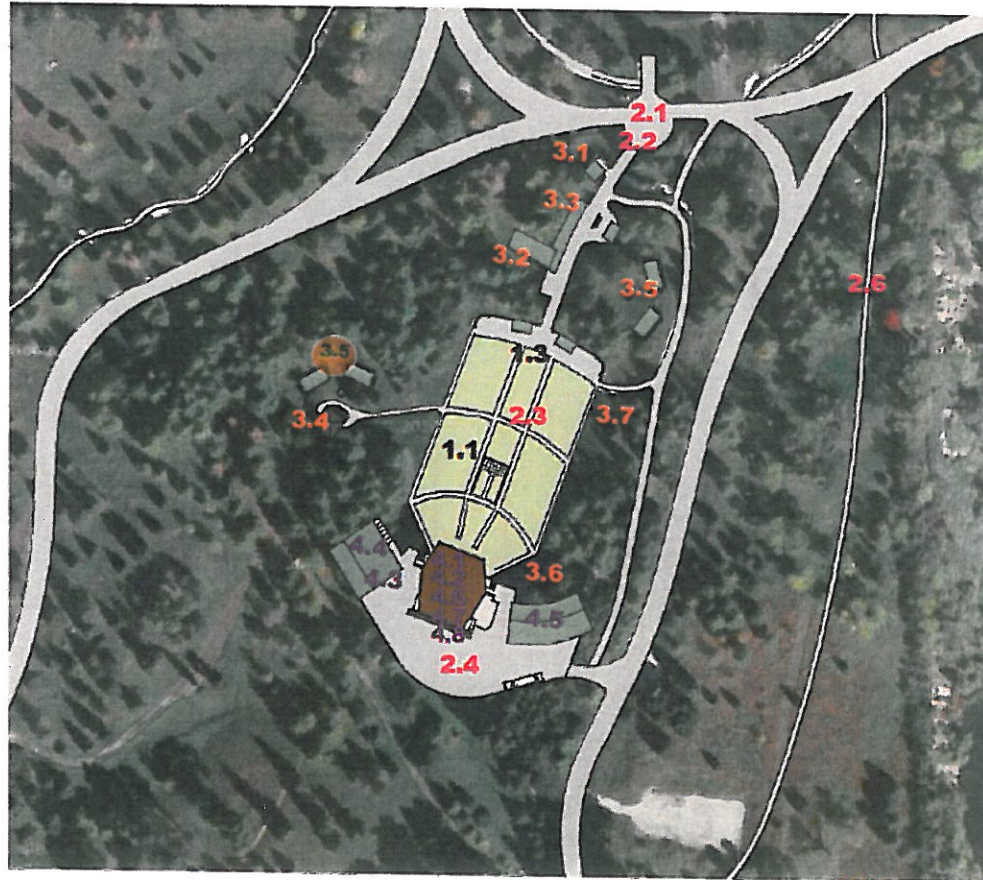
- 2.1 Construct new entry columns
- 2.2 Construct new pedestrian plaza and entry features
- 2.3 Widen & replace bowl aisles
- 2.4 Prepare site for parking, load-in/out (south)
- 2.5 Pave backstage parking, load-in/out, plaza
- 2.6 Improve pedestrian lighting

3.0 AUDIENCE AMENITIES

- 3.1 Construct new ticketing facility
- 3.2 Construct new concessions facility
- 3.3 Construct concessions nodes along main path
- 3.4 Upgrade existing restrooms
- 3.5 Construct port-a-potties restroom structure w/ lighting
- 3.6 Construct VIP catering pad
- 3.7 Construct VIP "box seats"

4.0 PRODUCTION AREAS

- 4.1 Provide access to stage roof & catwalk
- 4.2 Modify orchestra pit
- 4.3 Prepare site of future Scene Shop (west of stage)
- 4.4 Construct new Scene Shop
- 4.5 Construct new performer's building & demolish extg.
- 4.6 Add "wings" to stage walls
- 4.7 Replace stage house roof
- 4.8 Add sliding wall at rear of stage



Pinewood Bowl - Proposed Improvements per 2015 Master Plan

3/20/2017

Item No.	Master Plan Project	Est. Cost
1	Lower Sound Mixing Station	LPR - \$35,000
2	Extend Perimeter Fence and Add Gates	\$65,000
3	Extend Water Service to Portable RR & Conc. Sites	\$20,000
4	Construct New Entry Columns & Fence w/ Lighting	Lincoln Cares - \$10,000
5	Construct New Pedestrian Plaza & Entry Features	\$40,000
6	Prepare Site for Parking, Load-in/out	\$75,000
7	Provide access to Stage Roof & Catwalk	SMG
8	Modify Orchestra Pit	\$20,000
9	Construct New Scene Shop (west)	LPR-CIP - \$230,000
10	Construct Spotlight Towers/Concessions	\$100,000
11	Install Cable Trenches	\$10,000
12	Provide Landscape Enhancements	\$10,000
13	Widen and Replace Bowl Aisles	\$25,000
14	Pave Backstage Parking, Load-in/out, Plaza	\$130,000
15	Improve Pedestrian Lighting	\$10,000
16	Construct New Ticketing Facility	\$45,000
17	Construct New Concessions Facility	\$200,000
18	Construct Concessions Nodes along Main Path	\$105,000
19	Upgrade Existing Restrooms	\$30,000
20	Construct Portable RR Structure w/ Lighting	\$140,000
21	Construct VIP Catering Pad	\$5,000
22	Construct VIP Box Seats	\$10,000
23	Construct New Performer's Building	\$750,000
	Total (Items 1-23)	<u><u>\$1,790,000</u></u>
	Future Phase Projects	
24	Add Wings to Stage Walls	TBD
25	Replace Stage House Roof	TBD
26	Add Sliding Wall at rear of Stage	TBD

ATTACHMENT B

Pinewood Bowl Renovation - Phasing Plan
Rev. 6/19/17 (JY, 1-8255)

Fiscal Year*	Phase	Project Scope	Project Deliverable	Est. Cost	Notes
2016-17	1A	Scene Shop Design	Construction Docs.	\$29,600	Funded - LPR CIP
2016-17	1B	Septic System Design	Construction Docs.	\$2,000	Funded - LPR CIP
2017-18	2A	Scene Shop Construction	Completed Improvement	\$200,000	Funded - LPR CIP
2017-18	2B	Septic System Construction	Completed Improvement	\$20,000	Constr. w/ Scene Shop
2017-18	3A	Performers Building Design	Construction Docs.	\$75,000	
2017-18	3B	Backstage Load-in/out & Paving Design	Construction Docs.	\$21,000	
Subtotal for FY 2017-18 Expenditures				\$116,000	Excludes Scene Shop Constr.
2018-19	4A	Performers Building - Start of Construction	Completed Improvement	\$301,200	Constr. 9/15/18 - 5/1/19
2018-19	4B	Backstage Load-in/out & Paving Construction	Completed Improvement	\$184,000	Constr. 9/15/18 - 5/1/19
2018-19	4C	Landscape Screening for Backstage Facilities	Completed Improvement	\$5,000	Constr. 5/1/19 - 5/31/19
Subtotal for FY 2018-19 Expenditures				\$490,200	
2018-19	4A	Performers Building - Complete Construction	Completed Improvement	\$353,800	Constr. 5/1/19 - 8/31/20
2019-20	5A	Audience Amenities Design	Construction Docs.	\$48,000	
2019-20	5B	Site Infrastructure Design	Construction Docs.	\$36,000	
Subtotal for FY 2019-20 Expenditures				\$437,800	
2020-21	6A	Audience Amenities Construction	Completed Improvement	\$432,000	Constr. 9/15/20 - 5/1/21
2020-21	6B	Site Infrastructure Construction	Completed Improvement	\$314,000	Constr. 9/15/20 - 5/1/21
2020-21	6C	Landscaping for Audience & Infrast. Screening	Completed Improvement	\$5,000	Constr. 5/1/21 - 5/31/21
Subtotal for FY 2020-21 Expenditures				\$751,000	
Four Year Total for Phases 2-6				\$1,795,000	

* Note: County Fiscal Year > July 1 - June 30



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-1594		
	E-MAIL ADDRESS:		
INSURED City of Lincoln c/o City of Lincoln Risk Management Suite 302 555 South 10th Street Lincoln NE 68508 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: States Self-Insurers Risk Ret Grp		44075
	INSURER B: Midwest Employers Casualty Company		23612
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570068099480** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER.			SEL3017309 SIR applies per policy terms & conditions	09/01/2016	09/01/2017	EACH OCCURRENCE \$6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$12,000,000 PRODUCTS - COMP/OP AGG SIR/Deductible \$250,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SEL3017309 SIR applies per policy terms & conditions	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$6,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$250,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Excess WC			EWC007744 SIR applies per policy terms & conditions	01/01/2017	01/01/2019	EL Each Accident \$1,000,000 EL Disease - Ea Emp \$1,000,000 Deductible \$800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Parks & Recreation Grant contract for Pinewood Bowl improvements.
 Additional Insured in favor of Lancaster County with respect to General Liability as required by written contract.

CERTIFICATE HOLDER Lancaster County 555 S 10th Street Lincoln NE 68508 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier :

Certificate No : 570068099480





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DATE(MM/DD/YYYY)
08/23/2017

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	E-MAIL ADDRESS:		
INSURED City of Lincoln c/o City of Lincoln Risk Management Suite 302 555 South 10th Street Lincoln NE 68508 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Midwest Employers Casualty Company		23612
	INSURER B: States Self-Insurers Risk Ret Grp		44075
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570068099550** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Excess WC			EWC007744 SIR applies per policy terms & conditions	01/01/2017	01/01/2019	EL Each Accident \$1,000,000 EL Disease - Ea Emp \$1,000,000 Deductible \$800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Parks & Recreation Grant contract for Pinewood Bowl improvements.
 Additional Insured in favor of Lancaster County with respect to General Liability as required by written contract.

CERTIFICATE HOLDER Lancaster County 555 S 10th Street Lincoln NE 68508 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Holder Identifier :

Certificate No : 570068099550



Policy No.: EWC007744

Indemnity Coverage Provided: Specific Excess Workers' Compensation and Employers Liability Indemnity

1. Insured: City of Lincoln
See Endorsement
2. Mailing Address: 555 S. 10th Street, Suite 302
c/o City Risk Mgmt., City-County Box 302
Lincoln, NE 68508-
3. Named States: Nebraska
4. Excluded States: None
5. Policy Period:
(a) From: 01/01/2017
(b) To: 01/01/2019
Both days start at 12:01 A.M. standard time at the Insured's address shown in Item 2 of this schedule.
6. Specific Retention:
(a) Each Accident: \$800,000
(b) Each Employee for Disease: \$800,000
7. Specific Limit Each Accident:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: \$1,000,000
8. Specific Limit Each Employee for Disease:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: \$1,000,000
9. Aggregate Retention:
(a) (Rating Base): NOT APPLICABLE
(b) Estimated (Rating Base): NOT APPLICABLE
(c) Minimum Retention: NOT APPLICABLE
(d) Aggregate Loss Limitation: NOT APPLICABLE
10. Aggregate Limit: NOT APPLICABLE
11. Classification of Operations: See Endorsement
(a) Experience Modification Factor: 1.00000000
(b) Other Modification Factor: 1.00000000

Endorsement Effective: 01/01/2017
Policy No.: EWC007744
Named Insured: City of Lincoln

Waiver of Subrogation by Written Contract Surcharge Endorsement

In the event that you have waived your right to subrogation against a third party under the terms of a written contract entered into by you prior to the date of injury to your Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

In consideration for coverage provided under this endorsement, a \$0 surcharge will apply.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Monica Z. Eavaldi



Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



STATES SELF-INSURERS RISK RETENTION GROUP, INC.
PUBLIC ENTITY EXCESS LIABILITY INSURANCE POLICY

DECLARATIONS

Policy#SEL3017309

Replaces Policy #SEL3017308

THIS DECLARATIONS PAGE AND THE ATTACHED PUBLIC ENTITY EXCESS LIABILITY INSURANCE POLICY AND APPLICATION FOR INSURANCE COMPLETE THIS OCCURRENCE FORM POLICY.

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTEE FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

Item I. *Named Insured* and Principal Address:
City of Lincoln, NE (See End #1)
c/o City of Risk Management
555 S 10th St, Ste 302
Lincoln, NE 68508

Item II. *Policy Period:*

This Policy takes effect at 12:01 A.M., **09/01/2016**, and expires at 12:01 A.M., **09/01/2017**.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Self-Insured Retentions and Limits of Liability

A. Self-Insured Retention Insuring Agreement A. - Public Entity Liability	<u>\$250,000</u>
B. Self-Insured Retention Insuring Agreement B. - Public Entity Management Practices Liability	<u>\$250,000</u>
C. Limit of Liability Insuring Agreement A. - Public Entity Liability	<u>\$6,000,000</u>
D. Limit of Liability Insuring Agreement B. - Public Entity Management Practices Liability	<u>\$6,000,000</u>
E. Maximum Limit of Liability Insuring Agreements A. and B.	<u>\$12,000,000</u>



obligation to make any payment unless and until the applicable self-insured retention has been exhausted through actual payment by or on behalf of the *insured*. The *named insured* is responsible for ensuring that the self-insured retention has been paid. States has no obligation to pay any *legal expenses* after the limit of liability shown in Item III.D. has been exhausted by the payment of *damages* resulting from a *claim* and *related claims* covered under Insuring Agreement B. - Public Entity Management Practices Liability.

E. Maximum Limit of Liability Insuring Agreements A. and B.

Subject to Paragraphs C. and D. above, item III.E. of the Declarations is the most States will pay for all *damages* resulting from all *claims* and *related claims* seeking *damages* covered by this policy. States has no obligation to make any payment unless and until the applicable self-insured retention has been exhausted by the actual payment of covered *damages* and *legal expenses* by or on behalf of the *insured*. The *named insured* is responsible for ensuring that the self-insured retention has been paid. States has no obligation to pay any *damages* or *legal expenses* after the limit of liability shown in Item III.E. has been paid.

F. Non-Cumulation Of Limits

1. The Limits of Liability apply without regard to the number of *insureds*, claimants or *claims*.
2. If a *claim* or *related claims* seeks *damages* that are potentially covered under both Insuring Agreement A. and Insuring Agreement B. the *named insured* will select one limit of liability to be applied. Only that limit will be applied to the *claim* and *related claims*.

SECTION IV – INSUREDS

A. Individuals And Organizations That Qualify As *Insureds*

1. The *named insured(s)* described under Item I. of the Declarations is an *insured* under this policy.
2. A partnership, *joint venture* or joint powers authority specifically described in the Declarations is an *insured* under this policy.
- * 3. A person or organization is an *insured* for liability resulting from the negligence or fault of a *named insured* if:
 - * a. a *named insured* agreed in a written contract to provide liability insurance coverage like that afforded by this policy to the person or organization as an additional insured;