

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 **LINCOLN CHILDREN'S MUSEUM**, a nonprofit 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 is a nonprofit corporation which owns and operates a visitor attraction located in Lancaster County; 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 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 \$10,000.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds").

5. Term: The term of this Grant Contract shall be from December 1, 2018 through March 31, 2019, or the opening of the Project, whichever comes first.

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: The Grantee shall be paid the sum of \$10,000.00 upon completion of the project.

Payment will only be made upon completion of the project and only after the Grantee assures the Sponsor in writing that the project has been completed in accordance with the Grant Contract, and completed in a timely manner. Grantee shall submit a claim 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.

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 and audit all the books, records, accounts, work product, materials, payroll, records of personnel, invoices of materials, and other relevant data of the 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 **OCCURRENCE** 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. The Grantee shall provide an additional insured endorsement acceptable to the Sponsor, which approval shall not be unreasonably withheld.

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

d) **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.

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.

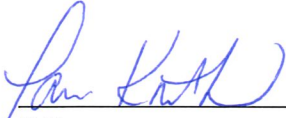
19. Venue: If either Party brings against the other Party any proceeding arising out of this Grant Contract, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction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

20. Integration: The Parties hereby agree that this Agreement 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 10 day of December, 2018.

LINCOLN CHILDREN'S MUSEUM, a
Nonprofit Corporation, Grantee.



Witness

BY: 

Ariel Smith, Director of Finance and
Administration

EXECUTED by Sponsor this _____ day of _____, 2018.

APPROVED AS TO FORM THIS
_____ day of _____, 2018.

LANCASTER COUNTY, NEBRASKA
a Political Subdivision, Sponsor

BY: _____
for Patrick Condon
Lancaster County Attorney

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

LANCASTER COUNTY VISITORS IMPROVEMENT FUND
GRANT REQUEST

ATTACHMENT A

Name of Organization _____

Contact Person Lindsay Bartlett

Address/City/State/Zip 1420 P Street, Lincoln, NE 68508

Telephone 402-477-4000 ext.112 Fax 402-477-2004 Email lbartlett@lincolnchildrensmuseum.org

Organization Status: Non-Profit Association _____ Civic Group _____ Other _____
(If other, please attach explanation)

Applicant Government/organization Federal ID number 47-0716636

If tax exempt organization, designate IRS classification: x 501(c)3 _____ 501(c)6.

Provide a detailed description of your exhibit/attraction: Lincoln Children's Museum is a hands-on interactive learning environment for children from birth to age 10. Serving families across Nebraska and the country for 30 years, the Museum continues to invite children to create, discover and learn through the power of play through innovative exhibits, exciting special events and age-appropriate educational programming that engages children in active learning all year long.

Number of attendees estimated: Out of town 39,307 Local 111,876

Check all that apply:

- Expanding and improving any existing visitor attraction.
 Planning or developing such expansion improvements, exhibits or additions.
 Acquiring or expanding exhibits for existing visitor attractions.
 Promotion and advertising costs associated with such exhibits.
 New Construction

Please describe project as indicated above.

Lincoln Children's Museum, in collaboration Maggi Thorne and other community partners, will be opening an exhibit in the style of American Ninja Warrior in our Discovery Gallery area in March of 2019. This exhibit, designed by Maggi Thorne, a participant on American Ninja Warrior, will include several of the most recognizable elements from the extremely popular television show, including the warped wall, hanging bar challenge, and the button at the end. The exhibit will also include a display that allows kids to imagine themselves as announcers on the show, and a portion where kids are able to design their own obstacle ideas for future use.

The collaboration with Maggi gives us access to other participants on the show, which will help immensely in the opening of the exhibit and overall marketing. She has been very willing to volunteer her time to help get sponsors for the exhibit and even designed the look of it for our space. Her participation and connections will be integral in the marketing of the space when it opens.

Keeping children active is one of the main goals of play. The Museum incorporates several gross motor skill exhibits and has large spaces for kids to move and express themselves in. This new addition would be a way to engage children in a whole new form of active play that is challenging, engaging and entertaining. It will push them to new limits and help them explore new experiences.

Due to the popularity of the television show, and now the addition of an American Ninja Warrior Junior, we know that this exhibit will draw lots of attention and be of great interest to many families across the state. This exhibit will generate a huge amount of interest in Lincoln and the Museum itself next spring and summer and be a tremendous boost to attendance numbers and hotel stays due to the huge draw of the exhibit.

Project Start Date 1/1/19 (for construction) _____ Completion Date 9/1/19 (for removal of exhibit) _____

Is this project part of a larger renovation project? No _____

If yes, please describe the entire project:

As it pertains to the grant related project, provide breakdowns of radio and television advertising, showing individual costs, call letters and cities of origin. Also give breakdowns of magazine advertising by individual publications and costs. Similarly, separate the costs for brochures, travel shows by location, billboard advertising, etc. Include target market demographics

Do you anticipate submitting future applications for projects relating to this project? _____ No _____

Total projected budget (attach detailed budget)

Total Revenue \$ 23,750 Total Expense \$ 23,700 _____

How will your project impact new visitor recruitment and lodging tax revenues?

Due to the potential national market for this exhibit, the possibility of increased lodging tax revenue is incredibly high. We anticipate that this exhibit could potentially bring in 15,000 more visitors from outside of Lincoln for the 2019 year.

Estimated annual visitors: Local 115,000 _____ Outside of Lincoln 55,000 _____

Estimated Annual economic impact of your facility and/or project based on lodging tax use
(Use multipliers listed below)

Is this based on annual use of the facility or for a specific event/exhibition? annual _____

of hotel overnights utilized 8250 _____ x 245 _____ (* Multiplier – see below *)

* National/Regional event Multiplier - \$375 per night

* State event - \$350 per night

* Local event (no overnight stays expected) - \$245 per night

TOTAL ECONOMIC IMPACT BASED ON FORMULA \$2,021,250 _____

Is this grant request in addition to other project related grant requests?

No _____

If yes, then list other grant requests _____

Grant amount requested from Visitors Promotion Committee

\$ 10,000 _____

Signature of Applicant *Andray Bartlett* _____

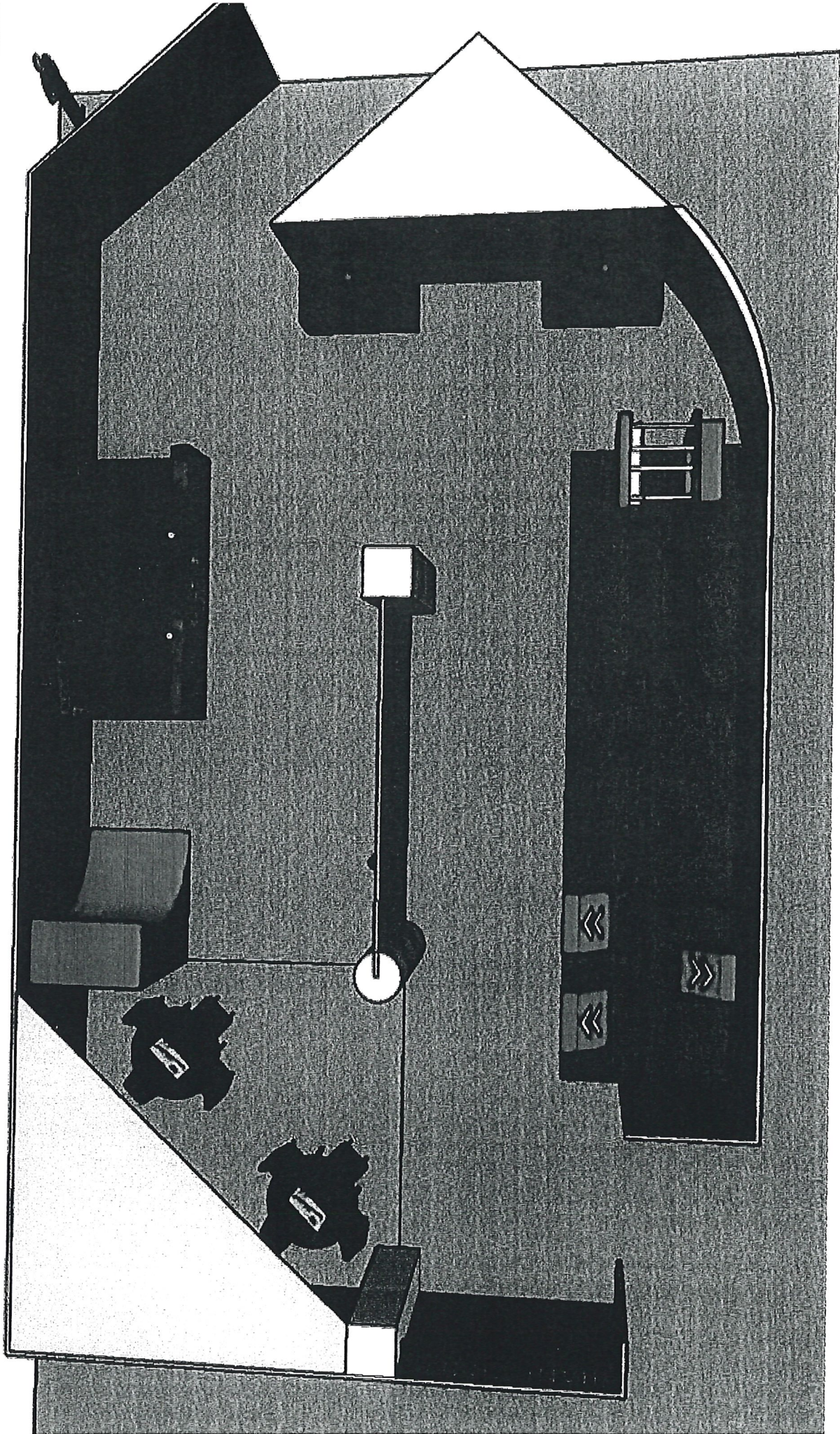
Date 10/31/18 _____

Return your completed Application to:

Lincoln Convention and Visitors Bureau

Attn: Jeff Maul, Executive Director

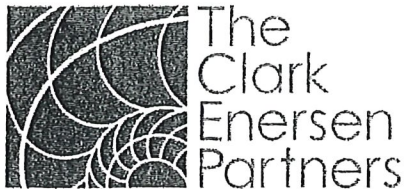
1128 Lincoln Mall, Suite 100



Ninja Exhibit Budget	
Expenses	
Design services (see bid)	\$10,000.00
Finish Buttons with SFX	\$400.00
Overhead climbing bar	\$200.00
Walking Walls	\$100.00
Warped wall	\$300.00
Rope swing	\$200.00
Wedge walk	\$400.00
Climbing wall	\$500.00
Monkey bars	\$300.00
Springboard for climbing wall	\$50.00
Gym mats	\$250.00
Wall Graphics	\$10,000.00
Contingency	\$1,000.00
	\$23,700.00

Revenue	
In kind labor	\$5,000.00
Approach Climbing Gym donation	\$500.00
Pioneer Gymnastics donation	\$250.00
Girl Scouts sponsorship	\$5,000.00
CVB Grant funding	\$10,000.00
Blue Cross Blue Shield grant	\$3,000.00
	\$23,750.00

Budget notes
<p>Our estimates have incorporated doing the work in house and we have been working to keep costs low with community partners as well. Confirmed includes the rock wall in the center of the exhibit that will be provided by Approach Climbing Gym and the mats needed in the space donated from Pioneer Gymnastics. We are also anticipating support coming from Girl Scouts Spirit of Nebraska, the ability to build some elements in house, and lowering the cost of needed graphics.</p>



October 26, 2018

Lindsay Bartlett, Director of Community & Learning
Lincoln Children's Museum
1420 P St
Lincoln, NE 68508

RE: Fee Proposal - Lincoln Children's Museum, American Ninja Warrior Exhibit

Dear Lindsay,

On behalf of The Clark Enersen Partners, I am pleased to submit a fee proposal to provide design services for the Lincoln Children's Museum, American Ninja Warrior Exhibit.

Scope of Services

1. Meet with owner, contractor, code officials, and others as necessary to gain input regarding project.
2. Perform site verification as necessary to examine and photograph various items within and on the facility.
3. Design and documentation of architecture, structure and electrical engineering systems for the project. Documentation will include necessary plans and specifications for the plan check review, permitting, and construction phases.
4. Construction administration services, including providing responses/revisions to code authorities, responses/addenda during bidding, preparation of necessary change documents during construction, submittal review, and project observation.
5. Coordinate with other design partners and construction partners as necessary.

Assumptions

Architect and Structural Engineer's company names / logos will be included in any "special thank you to" signage.

Proposed Fee:

For the services listed above, we propose a lump sum fee of \$10,000.00. We propose to bill monthly based on percentage of completion.

Thank you for considering The Clark Enersen Partners for this project. I am hopeful this fee proposal is responsive to your needs.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,

Blake Thomas, Principal

Architecture + Landscape Architecture + Engineering + Interiors

1010 Lincoln Mall, Suite 200
Lincoln, NE 68508-2883 402 477.9291 Fax 402 477.6542

www.clarkenersen.com
Lincoln, Nebraska • Kansas City, Missouri
Fairway, Kansas • Portland, Oregon

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Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

LANCASTER COUNTY
555 SOUTH 10TH STREET
LINCOLN, NE 68508

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

Policy Period NOVEMBER 30, 2018 TO NOVEMBER 30, 2019
Effective Date NOVEMBER 30, 2018
Policy Number 3579-41-04 WCE
Insured LINCOLN CHILDREN'S MUSEUM

Name of Company VIGILANT INSURANCE COMPANY
Date Issued SEPTEMBER 6, 2018

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.