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 **BRANCHED OAK OBSERVATORY**, 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 AA@, attached hereto and hereby incorporated by this reference.
- **2.** <u>Scope of Services:</u> 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 \$20,000.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds"). **PROVIDED**, this grant of \$20,000.00 is contingent on the Grantee first raising the sum of \$44,747, which amount is the balance of the total purchase price of \$64,747.00 for the telescope described in Attachment "A".
- **5. Term:** The term of this Grant Contract shall be from March 15, 2019 through March 31, 2020, or the purchase of the telescope, 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.

- **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 \$20,000.00 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. <u>Insurance Requirements:</u> 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) <u>Sovereign Immunity.</u> 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.** <u>Forbearance Not Waiver</u>: 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 3 da	ay of $April$, 2019.
Kendre Sille	BRANCHED OAK OBSERVATORY, a Nonprofit Corporation, Grantee. BY: Michael Sibbernsen, CEO
EXECUTED by Sponsor this da	
APPROVED AS TO FORM THIS day of, 2019.	LANCASTER COUNTY, NEBRASKA a Political Subdivision, Sponsor
BY: for Patrick Condon Lancaster County Attorney	BY: Jennifer Brinkman, Chair Lancaster County Board of Commissioners

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LANCASTER COUNTY VISITORS IMPROVEMENT FUY TO GRANT REQUEST

Name of Organization: Branched Oak Observatory	ATTACHMENT	A
Contact Person: Michael Sibbernsen - CEO or Matthew Anderson - COO		
Address/City/State/Zip: 14300 NW 98th St. Raymond, NE 68428		
Telephone: (402) 321-9532 Fax: n/a Email: msibbernsen2@unl.edu		
Organization Status: Non-Profit _x_ Association Civic Group Other		
(If other, please attach explanation)		
Applicant Government/organization Federal ID number: EIN: 47-4467998 If tax exempt organization, designate IRS classification:X 501(c)3	501(c)6.	
Provide a detailed description of your exhibit/attraction: Branched Oak Observator astronomy education facility 25 minutes northwest of Lincoln, Nebraska. At this usual students of all ages, as well as other members of the general public, have the opposinght sky through a variety of telescopes and participate in programming in the ast center. The facility is comprised of the Boller-Sivill Observatory, the La Rue Coffee Education Center, the Constructive Enterprises Visitor Center, eight 8-ft2 concretee Astronomy Club Launch Pad (a 30-ft2 concrete pad), and the newly built Everts S. Observatory (ESSMO). Every month the facility holds a number of on-site and out 2000 visitors each year.	nique star park, rtunity to explore the ronomy education se Astronomy pads, the Prairie . Sibbernsen Memorial	
Number of attendees estimated: Out of town 400 attendees per year. Local: 1000 a	attendees per year.	
Check all that apply: X Expanding and improving any existing visitor attraction. Planning or developing such expansion improvements, exhibits or X Acquiring or expanding exhibits for existing visitor attractions. Promotion and advertising costs associated with such exhibits. New Construction	additions.	
Please describe project as indicated above.		
Project Description: The ESSMO project began two years ago, and has been Michael Sibbernsen. Besides the dome, all major construction costs were fin Sibbernsen family. The actual construction, however, would not have been p tremendous efforts of all the Branched Oak Observatory volunteers. The faci complete, awaiting only the installation of a main optical instrument. For this and for the multiple-purpose nature of the facility (general observation / educastrophotography / research) we believe the .5 meter CDK 500 telescope and PlaneWave Instruments would be an optimal system. The total cost of the systemstalled is \$64,747	nanced by the cossible without the cossible without the cossible without the cossible without cossible with cossible without cossible with cossible with cossible with cossible with cossible wit	
Project Start Date3/15/19 Completion Date9/15/19		
Is this project part of a larger renovation project?Yes		
If yes, please describe the entire project: Current Progress / Funding: The new ESSMO facility, developed by BOO CEO N	Aichael Sibbernsen in	

memory of his father, is nearly complete. It features a 15 foot Ash (brand) dome, a concrete pier, and a wheelchair-accessible fully-equipped control room. Funded to this point by Michael Sibbernsen, the observatory is in need of a primary telescope system. It is our desire to house a research-grade instrument inside this facility.

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

We have a very sparse operating budget. We do not charge visitors for visiting the property or for our large events. Our only expenditures, currently covered by donors and volunteers, are for the insurance of the property and facilities for large events such as port-a-potties, tables, food, and signs. We generally only advertise on our Facebook page, where we have over 2500 followers, in local online activity calendars, and free radio spots for events. We also have volunteers speak to local community groups about various topics like on solar observing, meteorites, eclipses, and other astronomical current events.

Do you anticipate submitting future applications for projects relating to this project? Yes

Total projected budget (attach detailed budget)
Total Revenue \$0 Total Expense \$64,747

The grant request is for the amount of the purchase and installation of a new large telescope. We do not expect revenue from the general public because we do not charge for use of the facilities. It is run solely by donations and volunteer efforts.

How will your project impact new visitor recruitment and lodging tax revenues? A new large telescope would bring additional visitors and would be used for astronomical research. We anticipate having more events highlighting current astronomical events such as comets, lunar eclipses, meteor showers, and others if we had the new equipment to furnish the domed observatory.

Estimated annual visitors: Local: 1500 Outside of Lincoln: 1000

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 Use

of hotel overnights utilized: 200 x \$350. (* 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: \$70,000

Is this grant request in addition to other project related grant requests? None that are current.

If	yes,	then	list c	ther	grant rec	uests	
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Grant amount requested from Visitors Promotion Committee

Signature of Applicant

Date 1/27/19

Return your completed Application to:

Lincoln Convention and Visitors Bureau Attn: Jeff Maul, Executive Director 1128 Lincoln Mall, Suite 100 Lincoln, NE 68508

For more information: (402) 434-5343 jmaul@lincoln.org

Project description and budget for telescope at Branched Oak Observatory

Requesting funds for the purchase and installation of mount and telescope at Branched Oak Observatory

L500 Direct Drive Mount / 0.5 m CDK 500 Plane Wave Telescope - \$50,000 Motorized Focuser - \$1000 Focuser Accessory - \$800 Delta T heater system - \$1000 Light Shroud - \$150 Visual Adapter - \$160 Dovetail Bar - \$349 Keller EZ Saddle - \$349 Ascend Mount Balancing Accessory - \$299 Equatorial Wedge for L500 - \$3000 Crating and Shipping - \$2200 Pier Plate Design - \$100 Installation - \$5340

Total installed - \$64,747

Budget for Everts S. Sibbernsen Memorial Observatory (not including telescope)

Donated Ash Dome = \$15,000

Main observatory building and control room = \$15,000

Total spent so far - \$30,000

Annual Operating Budget for Branched Oak Observatory (2018)

Insurance for property per year = \$2460
Communication costs (internet) = \$1200
Grounds keeping costs = \$600
Port-a-potty rental = \$600
Office and educational supplies = \$100
Non-profit of the Midlands membership = \$50

Total baseline operating budget per year = \$5010

Note: Some large events, such as our annual Star-B-Q, have expenses totaling approximately \$5000 including pizza, raffle items, rented tables, signage, and golf carts for transportation. This has been completely funded through individual and corporate donations in the past.

Marketing Budget

\$0

All marketing is done on Facebook or during free radio spots or free community calendars. Some posters and signs have been made for previous events through donations from a local sign company.



State Farm® **Your Policies and Accounts** State Farm Agent - RICK SELF

SIBBERNSEN, MICHAEL

14300 NW 98TH ST RAYMOND, NE 684284254 UNKNOWN

	* Premium amount(s) sho	FIRE pwn may not reflect all applicable taxes, char	ges, or recent policy chang	es. *		
Policy Number: Associated Customer:	F97 BU N646 5 PRIMARY NAMED INSURED ADDITIONAL NAMED INSURED	Inception Date: 6/16/2017 SIBBERNSEN, MICHAEL BRANCHED OAK OBSERVATORY	Term Premium:	2422.00 *		
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2017 FRAME BUSINESS N				Term End:	6/16/2019	
Deductible: NOT APPLIC COVERAGE		ANEOUS BUILDING				22,500.00
COVERAGE		ANEOUS BUILDING				236,900.00
COVERAGE		ANEOUS BUILDING				27,600.00
COVERAGE	HOCEED	WILOUS BUILDING				50,000.00
COVERAGE						35,000.00
COVERAGE	LIABILIT	Y COVERAGE				1,000,000.00
COVERAGE	EXTERIO					2,500.00
COVERAGE	PERSONA	AL PROPERTY				81,600.00
COVERAGE	ACCOUN'	TS RECEIVABLE				10,000.00
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COVERAGE	COMPUTI	ER PROPERTY FORM				25,000.00
COVERAGE	EQUIPME	ENT BREAKDOWN-W/O LOSS INC				409,700.00
COVERAGE	MONEY 8	& SECURITIES- OFF PREMISES				2,000.00
COVERAGE	MONEY 8	& SECURITIES- ON PREMISES				5,000.00
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COVERAGE	PEAK SEA					Included
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Account Number:

1152-0208-06

Associated Customer:

PRIMARY ACCOUNT HOLDER

BRANCHED OAK OBSERVATORY

Payment Freq:

MONTHLY - NORMAL BILLING

Start Date: 6/18/2018

End Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/29/2019

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 plats to the certificate holder in lieu of such endorsement(s).

	certificate does not confer rights t	o the	cert	nicate holder in lieu of s							
PRODUCER						CONTACT RICK SELF NAME: PHONE 402 404 4000					
RICK SELF INSURANCE & FINANCIAL SERVICES INC					PHONE (AVC, No. Ext): 402-434-2800 FAX (AVC, No. Ext): 402-434-2803 FMail.						
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INSURED						INSURER B:					
	SIBBERNSEN, MICHAEL				INSURER C:						
	DBA BRANCHED OAK OBS	ERV	ATOF	RΥ	INSURER D:						
	14300 NW 98TH ST				INSURE						
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