

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 **HISTORY NEBRASKA, NEBRASKA HISTORY MUSEUM**, a Nebraska governmental agency, 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 \$9,978.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds").
5. **Term:** The term of this Grant Contract shall be from August 15, 2019 through December 31, 2020.

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 \$9,978.00 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 31 day of May, 2019.

HISTORY NEBRASKA, NEBRASKA
MUSEUM OF HISTORY, a Nebraska
Governmental Agency, Grantee.


Witness

BY: 
Lynne Ireland, Deputy Director

EXECUTED by Sponsor this _____ day of _____, 2019.

APPROVED AS TO FORM THIS
____ day of _____, 2019.

LANCASTER COUNTY, NEBRASKA
a Political Subdivision, Sponsor

BY: _____
for Patrick Condon
Lancaster County Attorney

BY: _____
Roma Amundson, Chair
Lancaster County Board of Commissioners

LANCASTER COUNTY VISITORS IMPROVEMENT FUND
GRANT REQUEST

ATTACHMENT A

Name of Organization History Nebraska, Nebraska History Museum

Contact Person Chris Goforth, Marketing Director

Address/City/State/Zip 1500 R Street, Lincoln, NE 68508

Telephone 402-471-3262 Fax 402-471-3100 Email chris.goforth@nebraska.gov

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

Applicant Government/organization Federal ID number 47-0491233
If tax exempt organization, designate IRS classification: 501(c)3 501(c)6.

Provide a detailed description of your exhibit/attraction:



Votes for Women! Nebraska's Battle for the Ballot

2020 marks the centennial of women's suffrage in the United States. Nebraska ratified the 19th amendment in 1919, so this exhibit will open August 15, 2019, the centennial of suffragists' victory in the state. The exhibition and a wide variety of public programming will through December 2020. Coinciding with an election year, this effort will address the 60+ year "battle for the ballot." The exhibit will place Nebraska's suffrage movement within the national context, and tell Nebraska's unique stories, starting with the Territorial period and continuing beyond ratification. Because we believe history connects the past to the present in ways that enable us to build a better future, the exhibit will also explore Contemporary movements and struggles for equality.

Deep Dive topics will allow visitors to explore:

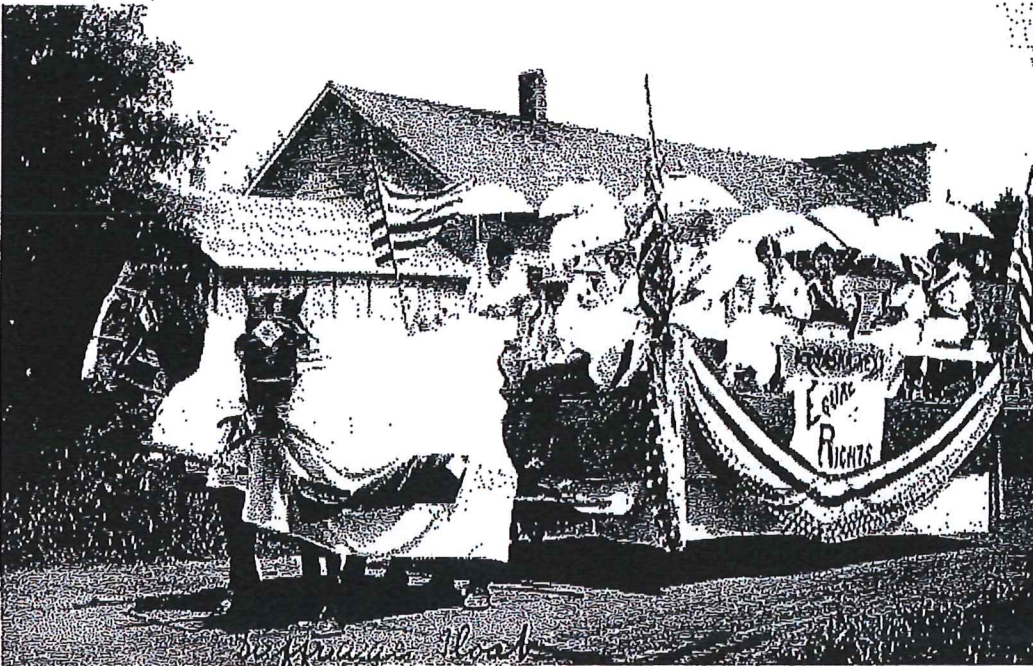
- *Who else was excluded from voting in Nebraska?*
- *Why was there opposition?*
- *What were the connections between suffrage and prohibition?*
- *Was there racism and bias in the suffrage movement? What was the experience of African Americans in Nebraska?*
- *What issues of equality and disenfranchisement existed after ratification?*
- *Who were some of the women who broke barriers in Nebraska politics?*

This exhibition will give us the opportunity to join the many other museums and historical organizations around the country that will be marking the 100th anniversary of the 19th amendment with exhibitions and programming. We will go beyond simply commemorating and celebrating suffrage, and broaden the

conversation. We will make the story more inclusive, and ask tough questions about bias. We will continue the story past ratification and up to the present. We will explore contemporary issues such as recent women's marches, and the impact women make today by using their right to vote.

Visitors will experience authentic historical materials firsthand and enjoy

- Artifacts, photographs, and documents showing History Nebraska's rich collections
- An immersive 1910s living room where you can attend a suffrage meeting, sit on furniture from our Education & Use Collection, and listen to suffrage songs
- An interactive suffrage parade float
- A voting booth activity
- A *Design a Slogan* activity
- Video clips with commentary by contemporary Nebraska women discussing suffrage, service, and voting today



The exhibit will highlight the contributions of women from many Nebraska communities and will draw visitors from across the state and region to experience the suffrage struggle and commemorate this centennial. Public programs, films, family fun days and more will draw audiences throughout the year to consider one of our most important rights.

Number of attendees estimated: Out of town 13,750 Local 17,000

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

History Nebraska uses a variety of marketing messages and channels to reach its audiences. On-going presence on NET Radio statewide and monthly segments on KOLN/KGIN's "Pure Nebraska" will feature specific content focused on Votes for Women! Nebraska History Moments, the History Nebraska e-newsletter, and other electronic communications will invite visitors, especially women's groups, to come to Lincoln to experience the exhibit and programming.

VIF support will underwrite marketing costs to attract visitors from across the state and region to visit this one-hundred-years-in-the-making exhibition and programming. Our recent experience with the state's sesquicentennial suggests commemorations do in fact heighten visitor interest and participation.

Print Media: Nebraska Life AAA Living	6 issues 6 issues	\$3,360 \$3,018
Targeted Digital Ads	Facebook followers & website users	\$1,100
BOTT Radio statewide network	spots throughout exhibit run	\$2,500
TOTAL		\$9,978

Additional project costs NOT requested from VIF include:

Project Start Date August 15, 2019 Completion Date December 2020

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 \$ 53,628 (museum operation budget & grant sources)

Total Expense \$ 53,628

Budget Item	Amount
Printing and Mounting	\$ 4,000
Exhibit Build	\$ 4,300
Sound and Video Components	\$ 600
Interactives	\$ 1,500
Graphic Design	\$ 2,250
Marketing	\$ 10,978
Sub Total	\$ 23,628
Staff Time 1,000 hours	\$ 30,000
Total	\$ 53,628

How will your project impact new visitor recruitment and lodging tax revenues?
Visitor research suggests that women a key drivers in decision making regarding family leisure time. Women also frequently organize group visits to cultural activities and overnight get-aways with other women. We believe this exhibition will capitalize on both these typical female behaviors and the energy associated with women and politics currently evident.

We will promote the exhibit with women's organizations across the state and region, and expect partnerships with the League of Women Voters, Federated Women's Clubs, and more. Just as the suffrage movement recruited and welcomed men, we will emphasize family participation in events and exhibit visits. We will expand the story to include many individuals, cultures, and age groups, as we fulfill our mission to open to all the histories we share.

Estimated annual visitors: Local 17,000 Outside of Lincoln 13,750

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 3,000 x \$350/night (* 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 \$1,035,000

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

If yes, then list other grant requests: Humanities Nebraska, Nebraska State Historical Society Foundation funds will help support public program costs

Grant amount requested from Visitors Promotion Committee

\$ 9,978

Signature of Applicant 
Lynne Ireland, Deputy Director, History Nebraska

Date 4-30-19

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

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CERTIFICATE OF SELF-INSURANCE, STATE OF NEBRASKA

The Nebraska State Historical Society – History Nebraska, an agency of the State of Nebraska, has been asked by Lancaster County Board of Commissioners, 555 S. 10th Street, Room 110, Lincoln, NE 68508, to provide this documentation as it relates to marketing grant funding from Lancaster County Visitor Improvement Fund with a start date of June 1, 2019 and end date of May 31, 2020.

Under the provisions of Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008), the State of Nebraska purchases excess insurance for property, automobile, and crime, but is self-insured for a portion of any loss. Further, under Neb. Rev. Stat. § 81-8, 239.05, the State of Nebraska shall indemnify its officials and employees for money damages and reasonable costs incurred as a result of an act or omission occurring in the course and scope of employment of such official or employee. However, this shall not apply in case of malfeasance in office or willful or wanton neglect of duty. If there is a liability loss, a claim may be filed with the State Claims Board. The State retains all rights and immunities under the State Tort Claims Act, Neb. Rev. Stat. § 81-8,209 et seq. (Reissue 2008) and any other provisions of law.

Workers' Compensation is statutorily required in Nebraska and the State is self-insured. Occupational diseases are fully covered by law.



Allen D Simpson
State Risk Manager



Date

Allen D Simpson, State Risk Manager

Department of Administrative Services | RISK MANAGEMENT

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