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 ARTS COUNCIL**, 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. <u>Purpose</u>: 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. <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. <u>Grant:</u> 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. <u>**Term:**</u> The term of this Grant Contract shall be from July 1, 2019 through September 30, 2019.

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.

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6. <u>Project Budget:</u> 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. <u>Payment of Grant</u>: 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. <u>Audit and Inspection:</u> 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. <u>Not Discriminate:</u> 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. <u>Sponsor Not Obligated to Third Parties</u>: 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. <u>Prohibited Interests:</u> 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. <u>Nonperformance:</u> 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. <u>Severability</u>: 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 Sponsor.

15. <u>Hold Harmless</u>: 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. No work on the Project or pursuant 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) **<u>Commercial General Liability</u>**. 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) <u>Additional Insured</u> An Additional Insured endorsement shall be provided to Sponsor naming Sponsor as additional insured under the commercial general liability policy.

d) <u>Certificates.</u> 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) <u>Minimum Scope of Insurance</u>. 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. <u>Venue:</u> 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. <u>Integration</u>: 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 <u>1</u> day of <u>June</u>, 2019.

LINCOLN ARTS COUNCIL, a Nonprofit Corporation, Grantee.

BY: <u>*Pub*</u> *Water* Deb Weber, Executive Director

Witness

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

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ATTACHMENT A

LANCASTER COUNTY VISITORS IMPROVEMENT FUND GRANT REQUEST

Name of Organization	Lincoln Arts Council
Contact Person	Troy Gagner
Address/City/State/Zip	211 N 14 th St. Lincoln, NE 68508
Telephone	402.434.2787
FAX	N/A
Email	troy@artscene.org
Organization Status	Non-Profit
Federal ID Number	47-6046691
IRS Classification	501(c)3

Provide a detailed description of your exhibit/attraction:

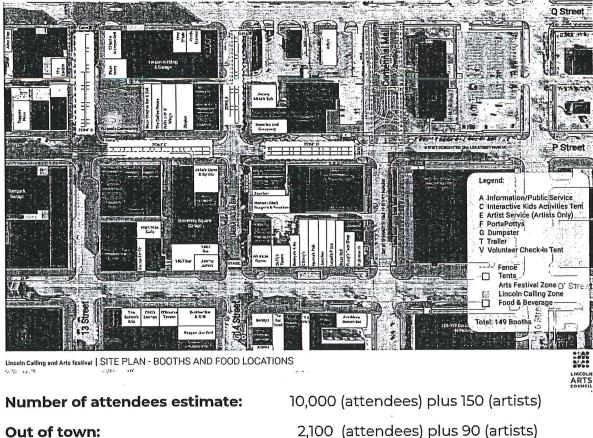
Now in its 19th year, the Lincoln Arts Festival (LAF) will be moving to downtown Lincoln! We are excited for the change of venue as Downtown Lincoln has always been the heart of Lincoln's vibrant art scene. The 2019 Festival will be held in conjunction with Lincoln Calling – Lincoln's largest music festival. The Festival will be located adjacent to Lincoln Calling in the area around 14th & P Streets between Union Plaza and Centennial Mall (see map).

Previously located at Southpointe Pavilions, the Festival has grown steadily throughout its first 18 years. Last year's Festival drew 106 artists from across the country and was attended by more than 7,000 art lovers from throughout Nebraska and surrounding states. The move to downtown Lincoln will allow us to increase the number of artists by 50% and should push attendance numbers beyond 10,000.

We have tremendous local and regional support for the project including:

- City of Lincoln assisting with in-kind logistical services
- Downtown Lincoln Association providing cash for marketing assistance, gift cards and parking vouchers for artists and volunteers.
- Lincoln Calling the 16th Annual event occurs on the same weekend and is adjacent to the Festival site
- The Foundry
- Nebraska Arts Council and American Arts Alliance
- Local arts councils in Nebraska who are part of the targeted marketing area
- Sheldon Museum of Art, Lied Center for Performing Arts, UNL Theatre, Nebraska History Museum, Ross Media Arts, Chapin Studio, Gomez Art Supply, Lincoln Children's Museum, Downtown hotels and restaurants

2019 Lincoln Arts Festival Site Map



Local:

2,100 (attendees) plus 90 (artists) 7,900 (attendees) plus 60 (artists)

(These numbers do not include the estimated 8,000-10,0000 estimated visitors to the adjacent Lincoln Calling Music Festival)

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
Х	Promotion and advertising costs associate with such exhibits
	New Construction

Please describe the project as indicated above:

The Lincoln Arts Council is proposing an extensive marketing campaign for the 19th annual Lincoln Arts Festival (LAF) to be held on September 21 and 22, 2019. In past years LAF featured just over 100 artists from around the country, free entertainment, and limited hands-on art activities due to limitations of the previous site. Held at SouthPointe Pavilions for the past 18 years, the Festival footprint has become too small as we've expanded the number of artists and scope of activities over the past five years. The recent downtown master plan also includes moving LAF to Downtown Lincoln as a priority.

Marketing messaging will focus on:

- The vibrancy of the arts in Lincoln
- Coming to a well-established event with art from across the country
- Making it an ARTS weekend, with Lincoln Calling and other arts events happening at the same time, and
- Checking out the new location Downtown is Lincoln's event space and home to Lincoln's vibrant art scene

According to gate counts, LAF attracted approximately 7,000 people to SouthPointe in 2018. With the move to Downtown Lincoln we have opportunities to attract an expanded demographic, create a fresh new look and feel, and to develop strong partnerships with the *Lincoln Calling*, Downtown Lincoln Association, and Downtown restaurants and retail. We feel now is the time to implement a more comprehensive marketing strategy.

Zip codes were collected from attendees at the 2018 Festival. Our goal as we move forward in our Downtown location is to better identify audiences that we can track as a target for subsequent LAF marketing campaigns.

2018 Lincoln Arts Festival			
Non-local Attendee Zip Codes			
Southeast Nebraska	8.76%		
Southeast Nebraska	8.76%		
Omaha Metro	2.64%		
Northeast Nebraska	1.81%		
Central Nebraska	1.53%		
Northeast Kansas/Northwest Missouri	0.87%		
Western Nebraska	0.80%		
Western Iowa	0.76%		
Southeast South Dakota	0.21%		
	17.38%		

Based on our zip code study, we will target channels that reach Kansas, Missouri, Iowa, South Dakota and Nebraska. The campaign strategy will include: Broadcast, Network Television, Radio, Social Media, Print, LAC website (artscene.org), and VisitNebraska.com banner advertising from August-September.

In 2015, the Lincoln Arts Council was the Nebraska partner of Americans for the Arts in collecting data about arts audiences – both Lincoln resident and non-resident. That study showed that 21% of attendees at Lincoln events were non-residents and that they spend three times the amount on arts related spending such as lodging, restaurants, transportation, and retail merchandise.

Our goal for 2019 is to increase non-resident attendance by a modest 3.62% while growing overall attendance resulting in higher event related spending and sales tax revenue.

	thPointe Pavi	lions		
Event-Related Spending				
	Attendees	Percent	Average*	Total
Non-local	1,216	17.38%	\$42.96	\$52,239
Local	5,784	82.62%	\$15.06	\$87,107
Total	7,000	100.00%	\$20.86	\$146,020
		Even	t Spending (Artist Sales)	
		Artists	Avg Sales	Total Sales
		105	\$2,000	\$210,000
	Total Audience Spending 2018 \$356,02			
	Est. Sales Tax Revenue 2018 \$25,87			
2019 - Dov	vntown		ent Delated Enceding	
	Event-Related Spending			
			생각을 다 다 다 나는 것이라. 그는 것이라는 것이 다 가지?	신상 이번에 가지 않는 것이 같아.
	Attendees	Ev Percent	Average*	Total
Non-local	Attendees 2,100		생각을 다 다 다 나는 것이라. 그는 것이라는 것이 다 가지?	Total \$90,216
Non-local Local		Percent	Average*	
a resultation in the second	2,100	Percent 21.00%	Average* \$42.96	\$90,216
Local	2,100 7,900	Percent 21.00% 79.00%	Average* \$42.96 \$15.06	\$90,216 \$118,974
Local	2,100 7,900	Percent 21.00% 79.00% 100.00%	Average* \$42.96 \$15.06	\$90,216 \$118,974
Local	2,100 7,900	Percent 21.00% 79.00% 100.00%	Average* \$42.96 \$15.06 \$20.86	\$90,216 \$118,974
Local	2,100 7,900	Percent 21.00% 79.00% 100.00% Even	Average* \$42.96 \$15.06 \$20.86 ••••••••••••••••••••••••••••••••••••	\$90,216 \$118,974 \$208,600
Local	2,100 7,900	Percent 21.00% 79.00% 100.00% Even Artists	Average* \$42.96 \$15.06 \$20.86 •t Spending (Artist Sales) Avg Sales	\$90,216 \$118,974 \$208,600 Total Sales

* Average spending estimates used above are based on the Arts and Economic Prosperity 5 study conducted by the Lincoln Arts Council and Americans for the Arts

Attendee Demographics

The demographic breakdown of previous years' attendees is not available. But we do know that nationally:

- More than 55 million U.S. adults attended at least one arts-and-crafts fair or festival in the past year
- Festivals attract more unique audiences each year than other arts events
- Festival audiences, on average, are more diverse than those for other types of live art events
- Festival audiences seem to more closely resemble the general population than do other groups of art-goers
- There are shifting expectations among live audiences, particularly young adults:
 - o they crave a new level of interactivity
 - o they value personal creation and performances, and
 - o prefer those activities in informal settings
- Festival audiences derive special satisfaction from encounters with artists and art forms in an open space that reinforces choice, experimentation, and free movement

Who Attends Festival

Female Male	% of Festival Audiences 45% 55%	% of US Population 45% 55%
Hispanic	15%	16%
Non-Hispanic	85%	84%
White	73%	80%
Black/African American	16%	13%
Asian	6%	5%
American Indian/Alaskan Native	4%	1%
Hawaiian/Pacific Islander	2%	<1%
Other	n/a	2%

Diversity of Age

- 33% of attendees are 50+
- 27% of attendees are ages 35-49
- 30% of attendees are ages 22-34
- 10% of attendees are under 21

Marital Status

- 47% of attendees are married
- 46% of attendees are single
- 7% of attendees answered "other"

Employment

- 61% of attendees are employed full time
- 12% of attendees are employed part time
- 12% of attendees are students
- 11% of attendees answered "other"
- 4% of attendees are freelance

Education

- 38% of attendees have a graduate degree
- 33% of attendees have an undergraduate degree
- 21% of attendees have some college education
- 6% of attendees have some high school education
- 2% of attendees answered "other"

Annual Income

- 1% of attendees earn \$400,000+
- 7% of attendees earn \$200,000-\$400,000
- 21% of attendees earn \$100,000-\$200,000
- 34% of attendees earn \$50,000-\$100,000
- 37% of attendees earn less than \$50,000

Project Start Date:	July 1, 2019 (for marketing)
Completion Date:	September 22, 2019
Is this project part of a larger renovation project?	No
If yes, please describe the entire project:	N/A

As it pertains to the grant related project, provide breakdowns of radio and television advertising, showing individual costs, call letters and cities or 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.

See Attached Budget

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

Yes. As this is an annual event, we foresee submitting similar requests for assistance for subsequent years, particularly as the Festival grows.

Total projected budget:	See attached budget for LAF marketing efforts
Total Revenue:	\$65,865 (LAF Marketing Efforts Only)
Total Expenses:	\$65,865 (LAF Marketing Efforts Only)

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

Estimated annual visitors:	10,000 (Lincoln Arts Festival event only)
Local:	7,900 (Lincoln Arts Festival event only)
Outside of Lincoln:	2,100 (Lincoln Arts Festival event only)

Estimated Annual economic impact of your facility and/or project based on lodging tax use.

Multiplier-Blended Rate			
等于11日本市政委員会主任管理工作中国行政委员会			
75 of 150 Artists (x 2 nights)	75	\$700	\$52,500
210 Attendees (10% of Non-Local)	210	\$350	\$73,500
			\$126,000
	- Ter de la composition de la		
75 of 150 Artists (x 2 nights)	75	\$490	\$36,750
7,900 Local + 1,890 (90%) Non-local Attendees	9,790	\$245	\$2,398,550
			\$2,435,300
Total Economic Impact Based on Formula:			\$2,561,300

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

Specific event. Lincoln Arts Festival is held annual for two days each year in September.

Is this grant request in addition to other project related grant requests: Yes If yes, then list other grant requests.

\$2,500 (funded) State of Nebraska Tourism Grant:

Grant amount requested from Visitor Promotion Committee: \$10,000

Signature of Applicant

Troy Gagner, Development Director /LAF Event Planner

Date April 30, 2019

2019 Lincoln Arts Festival Marketing Budget

Prepared with assistance from our marketing pa	rtner Firespring	
Lincoln Arts Council	\$11,385	
Downtown Lincoln Association	\$3,000	
Convention & Visitors Bureau	\$1 <u>,</u> 000	
Lancaster County Visitor Improvement Fund	\$10,000	
Nebrask Dept. of Tourism	\$2,500	
Firespring		\$2,000
KZUM		\$3,000
KLKN		\$4,000
Lincoln Journal Star		\$10,055
Broadcast House		\$18,925
	\$27,885	\$37,980
Nebraska Tourism Social Media Blitz	\$2,000	Lington - Contractor Malaysia
3 days - Sept. 2019		
visitnebraska.com ads	\$500	
July-Sept. 2019		
Network Television	\$6,000	\$4,000
KLKN (ABC) Lincoln		
Station IDs		
On Air Interviews	4	
Lincoln Sponsorships/Added Value Facebook Far	1	
of the Day (Sept)		
Sponsorships/Added Value Traffic/Weather/Sport	S	
In-Kind Web ads, Social Media, On-Air PSAs 20-30		
airings, Production Costs, News stories, Live		
weather broadcast from Festival site		
KGHI (ABC) Grand Island		
Short Form TV Spots		
Other Stations - TBD On Air Interviews		
Radio	\$5,000	\$21,925
Broadcast House Stations		
KBBK - B107.3 (Lincoln) - :30 Ads Sept.		
KFOR/KGIN (Lincoln) - :30 Ads Sept.		

Prepared with assistance from our marketing partner Firespring

Broadcast House In-Kind: 375 Recorded

commercials, Live promotional mentions, Website,

Calendar exposure, Office of the Day, On-air

Interview. Live Broadcast

NET Radio Network Statewide (except Omaha) - :30

underwriting spots

KIOS/KVNO (Omaha Public Radio) - :30 underwriting spots

KLIR FM (Columbus) - :30 ads Sept.

KZUM underwriting spots and promotion Print Advertising \$2,885 \$10,055

NE Press Advertising Service

Northeast, Central & Southeast NE (circulation 140,000)

Southwest Iowa (circulation 277,000)

Western Missouri (circulation 378,000)

Eastern Kansas (circulation 427,608)

Lincoln Journal-Star (Sept)

Campaign Development Firespring - Content/Design, Production of

TV/Web/Radio, Media Buys

Paid Social Media

Facebook & Instagram posts 2-3 weeks prior to event -

Specific Radius beyond Lincoln TBD

Total \$27,885 \$37,980

Client#: 35230 LINCO48 DATE (MM/DD/YYYY) **CERTIFICATE OF LIABILITY INSURANCE** ACORD. 6/07/2019 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 any rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Jace Backman **INSPRO Insurance** PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977 P.O. Box 6847 E-MAIL ADDRESS: jbackman@insproins.com Lincoln, NE 68506 INSURER(S) AFFORDING COVERAGE NAIC # 402 483-4500 **INSURER A : Employers Mutual Insurance** 21415 INSURED **INSURER B**: Lincoln Arts Council **INSURER C** : 211 N 14th Street **INSURER D**: Lincoln, NE 68508 **INSURER E : INSURER F**: COVERAGES **CERTIFICATE NUMBER: 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. POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) ADDL SUBR TYPE OF INSURANCE LIMITS POLICY NUMBER X COMMERCIAL GENERAL LIABILITY Α 1W53184 09/01/2018 09/01/2019 EACH OCCURRENCE X \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$300,000 \$10,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: \$2,000,000 GENERAL AGGREGATE PRO-JECT \$2,000,000 POLICY PRODUCTS - COMP/OP AGG LOC OTHER: 09/01/2018 09/01/2019 COMBINED SINGLE LIMIT (Ea accident) Α AUTOMOBILE LIABILITY 1W53184 s1,000,000 ANY AUTO **BODILY INJURY (Per person)** \$ OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY X Х \$ AUTOS ONLY \$ A UMBRELLA LIAB Х X OCCUR 1J53184 09/01/2018 09/01/2019 EACH OCCURRENCE \$1,000,000 EXCESS LIAB CLAIMS-MADE AGGREGATE \$1,000,000 X RETENTION \$0 DED \$ WORKERS COMPENSATION OTH 09/01/2018 09/01/2019 X STATUTE Α 1H53184 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$500,000 N/A Ν (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$500,000 If yes, describe under DESCRIPTION OF OPERATIONS below \$500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Lancaster County is listed as additional insured in regards to the general liability policy. Lancaster County is also in favor of a 30 Day Notice of Cancellation. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

Lancaster County 555 South 10th Street, Room 110 Lincoln, NE 68508

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Jame 1 D. Mibbed

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