

**STAFF MEETING MINUTES
LANCASTER COUNTY BOARD OF COMMISSIONERS
TUESDAY, JULY 2, 2019
COUNTY-CITY BUILDING
ROOM 113 - BILL LUXFORD STUDIO
10:00 A.M.**

Commissioners Present: Roma Amundson, Chair; Sean Flowerday, Vice Chair; Deb Schorr, Rick Vest and Christa Yoakum

Others Present: Kerry Eagan, Chief Administrative Officer; Dan Nolte, County Clerk; and Leslie Brestel, County Clerk's Office

Advance public notice of the Board of Commissioners Staff Meeting was posted on the County-City Building bulletin board and the Lancaster County, Nebraska web site and provided to the media on July 1, 2019.

The Chair noted the location of the Open Meetings Act and opened the meeting at 10:00 a.m.

AGENDA ITEM

1) APPROVAL OF STAFF MEETING MINUTES FOR JUNE 27, 2019

MOTION: Vest moved and Yoakum seconded approval of the June 27, 2019 Staff Meeting minutes. Schorr, Amundson, Vest, and Yoakum voted yes. Flowerday abstained. Motion carried 4-0 with 1 abstaining.

2) BUDGET UPDATE – Dennis Meyer, Lancaster County Budget & Fiscal Director

A. DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT – Sheli Schindler, Lancaster County Youth Services Center Director

Melissa Hood, Youth Services Center Administrator, was present for discussion.

Meyer stated the Nebraska Department of Health and Human Services (DHHS) Youth Services Center (YSC) contract is up for renewal. Schindler added contract counties, Probation and DHHS all pay the same per diem rate of \$276 per youth per day and reviewed the per diem calculations (Exhibit A).

Regarding other youth facilities, Schindler said Madison County takes youth from other counties, and Sarpy County takes youth from other counties, however, they do not have secure detention. Douglas County will not accept youth from other counties. She added some counties in western Nebraska have contracts with other states.

Currently, the YSC has 18 youth housed and the majority of the costs are staffing. The budget is based on a potential population of 30 youth with three pods open at a time. A hiring freeze at the YSC was discussed.

Flowerday asked what happens if the per diem rate is raised and Probation does not agree. Meyer said it comes down to how much property tax the Board is willing to use to offset the rate that the County is not receiving. Decisions need to be made based on the financial activity.

Regarding the cost of depreciation in the rate calculations, Meyer stated it can be a negotiation.

MOTION: Flowerday moved to start YSC per diem rate negotiations at \$466.

FRIENDLY AMENDMENT: Schorr suggested a friendly amendment to negotiate initially with the Office of Juvenile Services.

Hood stated the contracts are in place until a new contract is negotiated.

Flowerday accepted the friendly amendment.

MOTION AS AMENDED: Flowerday moved and Yoakum seconded to start YSC per diem rate negotiations at \$466 with the Office of Juvenile Services. Schorr, Amundson, Flowerday, Vest and Yoakum voted yes. Motion carried 5-0.

MOTION: Schorr moved and Vest seconded to place a limit of a maximum of three pods open at the YSC and institute a hiring freeze at the YSC.

Schorr clarified this is to address the \$2,000,000 budget deficit.

ROLL CALL: Schorr, Amundson, Flowerday, Vest and Yoakum voted yes. Motion carried 5-0.

B. LETTER FROM DEPARTMENT OF ECONOMIC DEVELOPMENT

Meyer reviewed the Department of Economic Development letter (see agenda packet). Of the \$410,000 in the Revolving Loan Fund Program, there has been no activity since the loan with Prairie Land was paid off. Schorr added the loan requirements are very stringent.

Amundson asked if communities must pay anything to belong to the Southeast Nebraska Development District (SEND). Meyer answered yes and that Lancaster County is contracting with SEND due to the background in loan agreements.

Meyer will come back to the Board for further discussion after conducting some research.

OTHER BUSINESS

A staff meeting will be held at 9:30 a.m. next Tuesday in Room 113 to discuss the budget, including requests for additional FTEs, the cash reserve, KENO, the East beltway & corridor.

The regular Thursday staff meeting will still be held.

When asked about the amount of inheritance tax received, Meyer said it is approximately \$7,000,000.

3) VISITORS IMPROVEMENT FUND GRANT CONTRACT WITH LANCASTER COUNTY AGRICULTURAL SOCIETY FOR NATIONAL HIGH SCHOOL FINALS RODEO – David Derbin, Lancaster County Deputy County Attorney

The proposed grant contract, 2026-2027 National High School Finals Rodeo (NHSFR) agreement, the Lancaster Event Center (LEC) NHSFR operational budget, construction budget, excerpt from the NHSFR Lincoln contract, and NHSFR event layout were distributed (Exhibits B-G).

Derbin stated he needs decisions on the contract's change in scope, calculation in profit as related to the reduction in the grant amount and budget attachments.

Regarding the change in scope of the grant contract, there is a proposed date change from July 31, 2019 to July 31, 2021 (Exhibit B). The request is to accommodate additional improvements after the first rodeo in 2020 but before any subsequent rodeos as requested by the NHSFR and for any safety and/or event profit improvements the Agricultural Society decides to pursue. The date change also extends the Oversight Committee and potentially reduces the net amount to be returned to the Visitors Promotion Committee (VPC).

Schorr stated the grant application itself said funds would be in place and utilized by 2020 with the thought that the Oversight Committee would be looking for savings to return funds to the VPC. Derbin confirmed improvements made could reduce funding returned to the VPC.

Amundson added additional requirements in order to retain the 2026 and 2027 rodeos are not known and read the termination clause in the NHSFR Agreement (Exhibit C). She felt the opportunity to address additional requirements needs to be allowed and that safety is critical to the NHSFR.

MOTION: Flowerday moved and Vest seconded to change the date from July 31, 2019 to July 31, 2021.

Derbin asked for a modification to include for the expenditures for additional improvements.

AMENDMENT: Flowerday amended his motion to include expenditures for additional improvements.

Vest seconded the amendment.

Regarding NHSFR additional requests, Schorr asked if profits will be reviewed. Vest and Derbin stated that discussion does not affect the date change of the contract.

ROLL CALL: Amundson, Flowerday, Vest and Yoakum voted yes. Schorr voted no. Motion carried 4-1.

Derbin reviewed the calculation of profit (Exhibit B, page 2, section 4a) stating the Agricultural Society has requested to combine event years 2020 and 2021 as a net calculation of profit while 2026 and 2027 would still be done year by year.

Flowerday stated he would prefer to leave the years separate as it would be easier for the Second Look Committee to review.

Vest and Amundson felt the profit in the first year is the most uncertain of the four years. Amundson added she would like to combine the first two years as requested.

MOTION: Vest moved and Amundson seconded to accept combining the revenue from the 2020 and 2021 NHSFR leaving 2026 and 2027 as separate.

Derbin said there is a timing mechanism for pro-rating funds if there is profit in 2026 and 2027 and the grant funds have already been paid out.

Amundson added the grant contracts are not paid out until 2022.

ROLL CALL: Amundson, Schorr, Flowerday, Vest and Yoakum voted yes. Motion carried 5-0.

Regarding the budget preparation, Derbin stated the operational budget includes bridge loan financing (Exhibit D).

Meyer said he needs more details in the operational budget for review. Additionally, regarding the Second Look Committee, he thought the bridge funding was outside of the revenue.

Flowerday agreed he felt bridge financing should not be calculated as part of the operational budget.

Derbin stated there is language in the contract that allows additional documentation to be requested and received.

Trent Sidders, Attorney at Cline Williams Wright Johnson & Oldfather, L.L.P. representing the Agricultural Society, said currently the contract does not have a place for the Second Look Committee to be involved in the ongoing operational budget but does for the construction budgets.

Meyer stated he needs to be able to get more in-depth information than what he sees in the presented budgets for both the construction and operational budget.

MOTION: Vest moved and Schorr seconded that the contract parties work together to give clarifying language to the contract to provide the Budget and Fiscal Officer the documentation needed to evaluate both the construction and operational budgets.

Derbin clarified there is language already in the contract that would allow for additional documentation to be requested and provided.

Vest withdrew the motion.

Regarding bridge financing, the amount presented is monthly through July 2020 (Exhibit B). The amount would change in 2021 and be split evenly between 2026 and 2027.

Schorr said a previous comment made of the Agricultural Society conducting independent fundraising to pay for bridge financing is gone due to use of VPC funds.

Vest clarified the question if the bridge financing is a legitimate business expense consideration.

Meyer stated the Second Look Committee felt bridge financing should not be a consideration as the VPC grant not only allows for the NHSFR, but also other events can use the improvements and allow the Lancaster Event Center (LEC) to receive the funding somewhere else. Flowerday agreed with Meyer.

Amy Dickerson, LEC Managing Director, said originally at the VPC grant presentation, the LEC offered to share the entire LEC profit through 2027; however, the administration of the offer was determined to be not feasible. Additionally, a fundraising consultant has been hired and the Agricultural Society will come to the Board every 3 months to give fundraising updates. The trade show at the NHSFR will be used to pay for the bridge loan interest.

Meyer asked what is the expectation of the Second Look Committee? Amundson felt the Second Look Committee provides transparency. Schorr added additional construction project efficiencies would be determined.

MOTION: Flowerday moved and Schorr seconded to remove the bridge loan financing from the revenues in the operational budget.

Vest stated he felt the interest expense should be considered as the LEC and Agricultural Society has lots of "skin in the game".

Schorr said this vote will be a precedent that bridge financing for projects can be paid with VPC funds.

ROLL CALL: Amundson, Schorr, Flowerday and Yoakum voted yes. Vest voted no. Motion carried 4-1.

Derbin stated the contract will be completed for a future Tuesday agenda.

4) CHIEF ADMINISTRATIVE OFFICER SEARCH UPDATE – Doug McDaniel, City of Lincoln Human Resources Director

Daisy Brayton, Human Resources Coordinator, was also present for discussion.

McDaniel distributed and reviewed a draft schedule for the Chief Administrative Officer (CAO) search (Exhibit H) which allows for a 30-day employment overlap between the current and incoming CAO.

Schorr confirmed the position's class description is in final form.

McDaniel will confirm with Prothman for July 22 to be the meeting for stakeholder interviews.

5) PENDING LITIGATION (EXECUTIVE SESSION) – Kristy Bauer, Lancaster County Deputy County Attorney; Doug McDaniel, City of Lincoln Human Resources Director; Kerry Eagan, Lancaster County Chief Administrative Officer; and Bob Lannin, Baylor Evnen

MOTION: Schorr moved and Vest seconded to enter Executive Session at 11:27 a.m. for the purposes of pending litigation and to protect public interest.

The Chair said it has been moved and seconded that the Board enter Executive Session.

ROLL CALL: Schorr, Amundson, Flowerday, Vest and Yoakum voted yes. Motion carried 5-0.

The Chair restated the purpose for the Board entering Executive Session.

Amundson exited the meeting.

MOTION: Schorr moved and Vest seconded to exit Executive Session at 11:42 a.m. Schorr, Flowerday, Vest and Yoakum voted yes. Amundson was absent. Motion carried 4-0.

6) CHIEF ADMINISTRATIVE OFFICER REPORT

A. County Board Initiatives Update

No updates were given.

7) DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

A. Lincoln-Lancaster County Board of Health – Flowerday

B. Lancaster County Mental Health Crisis Center Advisory Board – Yoakum

No meetings were held for Items A and B.

8) SCHEDULE OF BOARD MEMBER MEETINGS

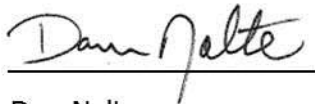
For informational purposes only.

9) EMERGENCY ITEMS

There were no emergency items.

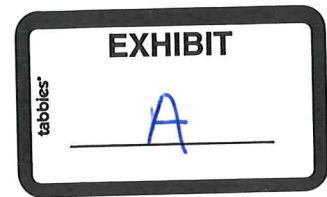
10) ADJOURNMENT

MOTION: Schorr moved and Vest seconded to adjourn at 11:44 a.m. Schorr, Vest, Flowerday and Yoakum voted yes. Amundson was absent. Motion carried 4-0.



Dan Nolte
Lancaster County Clerk





Per Diem Calculations

	FY19 (Historical Calculation)	FY20 (Historical Calculation)	FY20 (Historical less Depreciation)
Adopted/Proposed Expenditure Budget	\$5,524,917.00	\$5,502,118.00	\$5,502,118.00
Less Education Program (Reimbursed)	\$893,214.00	\$799,344.00	\$799,344.00
Plus Indirect Costs	\$193,446.00	\$198,965.00	\$198,965.00
Plus Depreciation	\$196,486.00	\$195,704.65	\$ -
Total	\$5,021,635.00	\$5,097,443.65	\$4,901,739.00
FY19 Budgeted Care Days (ADP 30)	11,042	10,950	10,950
Proposed Per Diem Rate	\$455	\$466	\$448

Fiscal Impact of Different Per Diem Rates

	\$276 Rate	\$300 Rate	\$350 Rate	\$448 Rate	\$466 Rate
Juvenile Probation 4,015 Care Days	\$1,108,140.00	\$1,180,410.00	\$1,330,972.50	\$1,626,075.00	\$1,680,277.50
Office of Juvenile Services 121 Care Days	\$33,396.00	\$35,574.00	\$40,111.50	\$49,005.00	\$50,638.50
Contract Counties 607 Care Days	\$167,532.00	\$178,458.00	\$201,220.50	\$245,835.00	\$254,029.50
Totals	\$1,309,068.00	\$1,394,442.00	\$1,572,304.50	\$1,920,915.00	\$1,984,945.50
Total Increase in Revenue from \$276 Rate	\$ -	+ \$85,374.00	+ \$263,236.50	+ \$611,847.00	+ \$675,877.50

We have agreements with 38 counties in Nebraska and 1 other county that is currently pursuing a contract. We served youth from 12 different counties in FY19. This does NOT include youth held for probation outside Lancaster County.

All rates listed above assume that it takes another 2 months to get agreements signed and the new rates fully implemented. We are already 1 month into the revenue cycle for FY20 (bill June services in July).



GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Sponsor**", and the **LANCASTER COUNTY AGRICULTURAL SOCIETY**, a political subdivision of the State of Nebraska, 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 political subdivision 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 on or before July 31, 2021~~19~~. Grantee agrees that it shall expend the funds granted hereunder only for the Project.

3. Intentionally omitted.

4. Grant: In order to assist the Grantee in financing the cost of the Project, the Sponsor shall make a Grant in an amount up to \$4,050,000.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds"), subject to the following conditions:

a. The Grantee shall prepare a budget for each year it hosts the National High School Finals Rodeo (NHSFR) for 2020, 2021, 2026, and 2027. The budget for year— 2020 is attached hereto as Attachment "B", which is incorporated herein by —this reference. The budgets for year 2021, 2026, and 2027 shall be in the form provided for in Attachment "B," unless any

deviation from that form is approved in writing by the Sponsor's Budget and Fiscal Officer. The budget for each year 2021, 2026, and 2027 shall be provided to the Sponsor's Budget and Fiscal Officer on or before February 15th of each applicable year. The Sponsor's Budget and Fiscal Officer shall respond to the Grantee within two (2) weeks of receipt of the applicable budget. Each budget shall be subject to approval by the Sponsor. The Sponsor's Budget and Fiscal Officer shall have the authority to approve any changes, amendments, or deviations to the relevant budget.

For purposes of this Grant Contract, "Net Event Income" shall mean the sum of all revenue actually collected by Grantee for any given NHSFR event reduced by the sum of all expenses actually expended by Grantee for the same such NHSFR event. For purposes of the calculation of Net Event Income, expenses shall be limited to expenses actually expended by Grantee within those expense categories contained in the approved budget.

The Sponsor's Budget and Fiscal Officer shall determine the amount of Net Event Income for each NHSFR event. Grantee shall provide the Sponsor's Budget and Fiscal Officer any and all records required to make such determination. The Sponsor's Budget and Fiscal Officer shall request in writing such records from Grantee within 30 days of the conclusion of each NHSFR event, and Grantee shall provide any and all such records no later than 60 days after the conclusion of each NHSFR event. The Sponsor's Budget and Fiscal Officer shall make such determination no later than 30 days following receipt of such records.

If the combined Net Event Income for the 2020 and 2021~~any given~~ NHSFR events is greater than zero, then the remaining payments due under paragraph 7 of this Grant Contract shall be reduced pro rata by the amount of the Net Event Income for the combined Net Event Income for the 2020 and 2021 ~~at~~ NHSFR events. If the Net Event Income for the 2026 or 2027 NHSFR event is greater than zero, then the remaining payments due under paragraph 7 of this Grant Contract shall be reduced pro rata by the amount of the Net Event Income for that NHSFR event.

a.b. An oversight committee shall be established by the Sponsor consisting of the following individuals: Dennis Meyer, Nick Cusick, one representative designated by the Grantee, Jeff Maul, and Tom Lorenz. If any of these individuals becomes unavailable to serve on the oversight committee for any reason, the Sponsor, in its sole and absolute discretion, may appoint another individual to serve on the oversight committee in place of the individual who has become unavailable to serve. In addition,

the Sponsor, in its sole and absolute discretion, may replace any member of the oversight committee with another individual, provided there shall always be one member of the oversight committee designated by the Grantee. The committee shall operate from the date of approval of this Grant Contract until the commencement of the NHSFR in July of 2020 unless there is a list of required improvements received from the NHSRA by October of 2020 to retain the 2026/2027 NHSFR contract or the Grantee intends to construct improvements to improve safety or event profit (collectively the "Additional Improvements"), in which case the committee will meet as required to oversee these improvements until the commencement of the NHSFR in July of 2021. The purpose of the committee is to provide oversight of the Grantee's performance of its obligations under the Grant Contract and any other Grant Contracts between Sponsor and Grantee, and Grantee's use of Grant funds under those Grant Contracts. The committee shall review infrastructure purchases, construction progress, construction labor spending, and other preparations for the NHSFR set forth under Attachment "A" or the Additional Improvements list of required improvements under the 2026/2027 contract received by October 2020. The committee will provide quarterly reports to the Sponsor.

b.c. Any net savings realized by the Grantee during its completion of the scope of work described in Attachment "A" on the total project cost including the Additional Improvements, if any, including unspent contingency, shall be deducted from the amount of the grant specified in paragraph 4 of this Grant Contract after the Oversight Committee determines that any improvements requested by the NHSFR after the first 2020 event have been satisfied to maintain the 2026/2027 NHSFR contract. Examples of net savings to total project cost include but are not limited to prudent bidding and purchasing, and self-performed work. Any reduction in the Grant amount realized under this provision shall be taken on a pro rata basis from each remaining payment due under paragraph 7 of this Grant Contract.

d. The Grantee shall not be eligible for any additional grant funding from the Lancaster County Visitors Improvement Fund until the final payment under this Grant Contract is made in the year 2027.

5. Term: The term of this Grant Contract shall be from June 1, 2019 through December 31, 2027.

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 initial Project Budget attached hereto as Attachment "A" is hereby approved by the Sponsor. Thereafter, the Project Budget may be revised from time to time by Grantee to provide for increased or decreased expenditures within or among Project Budget line items, or to add or delete Project Budget line items, but no amendments regarding increased expenditures or additional Project Budget line items shall be effective unless and until the same are approved in writing by the Sponsor. The amended Project Budget shall be transmitted to Sponsor within three (3) business days of any amendment. The Sponsor's Budget and Fiscal Officer is hereby authorized to approve amendments to the Project Budget on behalf of Sponsor pursuant to this paragraph 6 within three (3) business days of receipt of any amendment.

7. Payment of Grant: The Grantee shall be paid in six (6) installments according to the following yearly schedule:

1. Calendar year 2022 - \$600,000.00
2. Calendar year 2023 - \$600,000.00
3. Calendar year 2024 - \$600,000.00
4. Calendar year 2025 - \$750,000.00
5. Calendar year 2026 - \$750,000.00
6. Calendar year 2027 - \$750,000.00

Sponsor shall pay Grantee one installment payment per calendar year in an amount not to exceed the amount set forth in paragraph 7.1 through 7.6 of this Grant Contract. During calendar years 2022, 2023, 2024, and 2025, Sponsor shall pay Grantee the installment payment for that calendar year on or before February 1st of that calendar year. During calendar years 2026 and 2027, Sponsor shall pay Grantee the installment payment for that calendar year within 30 days after the determination is made pursuant to paragraph 4.a of this Grant Contract. Payment by Sponsor to Grantee pursuant to this Grant Contract during any calendar year shall not exceed the amount of the installment for any calendar year set forth in this Paragraph 7 of the Grant Contract, and Sponsor shall make no more than one payment to Grantee during any calendar year. Payment will be made only 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, except for Grant Contract C-16-0649 which remains in effect.

EXECUTED by Grantee this _____ day of _____, 2019.

LANCASTER COUNTY AGRICULTURAL
SOCIETY, a Nebraska Political
Subdivision, Grantee.

BY: _____

Witness

Title: _____

EXECUTED by Sponsor this _____ day of _____, 2019.

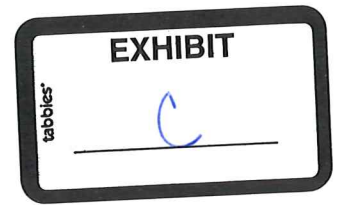
APPROVED AS TO FORM THIS
____ day of _____, 2019.

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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**NATIONAL HIGH SCHOOL RODEO ASSOCIATION,
INC.**

2026 & 2027 NHSFR AGREEMENT

THIS AGREEMENT, is entered into as of this 30th day of April 2019, between Lancaster County Agricultural Society, Inc. d/b/a Lancaster Event Center, a nonprofit Nebraska corporation (the "Host"), and the National High School Rodeo Association, Inc., a nonprofit South Dakota corporation authorized to do business in the State of Colorado (the "NHSRA").

WHEREAS NHSRA is desirous of having its National High School Finals Rodeo (the "NHSFR") in Lincoln, NE at the Lancaster Event Center (the "Host Site") in the years of 2026 and 2027,

WHEREAS, Host is a duly constituted legal entity in the State of Nebraska, and is vested by law with the legal powers and authority to enter into this agreement and perform every function, duty, and obligation created and described herein,

WHEREAS, Amy Dickerson, Managing Director, Lancaster Event Center, and any successor Managing Director of same, is vested with the full authority of the Host to enter into this agreement and any amendments or extensions hereto, which shall be binding upon the Host and its successors, and

WHEREAS, the Host possesses and controls the Host Site and represents and warrants that it can construct and provide all such grounds, property, and facilities as are necessary for the production and holding of the NHSFR, practice and additional competition arenas, stabling, camper sites, the commercial trade show, dances and other NHSFR activities described in this agreement and will make all such grounds, property and facilities and other properties available pursuant to the terms of this agreement, and

WHEREAS, both parties desire to enter into this agreement for the purpose of producing and holding the NHSFR at the Host Site for 2026 and 2027.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. DATES OF NHSFR, 2026. During 2026, the period that the NHSRA will exclusively occupy the Host Site for purposes of conducting its activities associated with the production of the NHSFR, from initial set up until vacating the premises, shall be from July 12th, 2026 through July 26th, 2026. The performances of the NHSFR for 2026 shall be held on July 19th, 2026 through July 25th, 2026, with check-in of contestants to begin at 12 Noon on July 16th, 2026. NHSRA personnel will begin arriving on July 11th, 2026 to begin preparation for the NHSFR. The grounds shall be vacated by NHSRA, including staff, personnel, vendors, and contestants, no later than 9:00 a.m. on July 27th, 2026, unless otherwise agreed by the parties.

2. DATES OF NHSFR, 2027. During 2027, the period that the NHSRA will exclusively occupy the Host Site for purposes of conducting its activities associated with the production of the NHSFR, from initial set up until vacating the premises, shall be from July 11th, 2027 through July 25th, 2027. The performances of the NHSFR for 2027 shall be held on July 18th, 2027 through July 24th, 2027 with check-in of contestants to begin at 12 Noon on July 15th,

2027. NHSRA personnel will begin arriving on July 10th, 2027 to begin preparation for the NHSFR. The grounds shall be vacated by NHSRA, including staff, personnel, vendors, and contestants, no later than 9:00 a.m. on July 26th, 2027, unless otherwise agreed by the parties.

3. SPECIFICATIONS. For the 2026 and 2027 NHSFR, the Host agrees to provide such grounds, properties, buildings, and facilities as specified by the NHSRA and described herein and/or in the LIST OF SPECIFICATIONS, identified as Attachment A hereto and made a part of this agreement. The determination of the responsibility for any additional expense to be incurred as the result of changes or additional specifications shall be determined by the mutual agreement of the parties.

4. DEFINITIONS. For this contract, the following terms are defined in addition to those that are defined elsewhere within the text of this agreement:

NHSRA National Sponsor: Any business entity that has established and maintains a contractual relationship with the NHSRA to provide financial support or other in-kind value in exchange for NHSRA provided promotional benefits on a year-round basis.

NHSFR Sponsor: Any business entity (other than a Spur Club Sponsor) that has established and maintains a contractual relationship with the NHSRA to provide financial support or other in-kind value in exchange for NHSRA provided promotional benefits at the NHSFR only.

Spur Club Sponsor: Any business entity in Nebraska that the NHSRA and Host have jointly decided should be solicited and provides financial support or other in-kind value in exchange for advertising in the NHSFR programs, rodeo performance arena signs, performance grand entry flags and NHSFR public address announcements ("Spur Club Sponsorships"). The terms and prices of any Spur Club Sponsorship must be approved by the NHSRA.

NHSRA National Advertising Account: Any business entity that resides (1) outside of the State of Nebraska, or (2) in the state of Nebraska that is not being solicited for a Spur Club Sponsorship, and that is solicited for advertising by the NHSRA.

Joint Promotions: The selling of local advertising and/or Spur Club Sponsorships in the rodeo program with all proceeds and expenses being shared equally.

NHSRA Product Licensees: Any business entity that the NHSRA licenses any of its trademarks, logos and service marks to for use with goods or services to be produced, marketed and/or sold by such entity.

Exhibitor: One who uses space to exhibit products or services without making any sales during the NHSFR.

Vendor: One who uses space to sell products or services other than food or drinks at the NHSFR.

Concessionaire: One who sells food and/or drinks at the NHSFR.

5. COMMERCIAL TRADE SHOW.

(a) Host acknowledges that the provisions hereafter relating to approval of Vendors and Exhibitors at the commercial trade show (the "Trade Show") at the NHSFR by the NHSRA constitute material provisions of this agreement. The proposed list of Vendors and Exhibitors that the Host proposes to contract with for the Trade Show will be submitted to the NHSRA for its review and approval on or before the Mid-Winter Board of Directors Meeting of the NHSRA in each year of the NHSFR. NHSRA reserves the sole and exclusive right to reject any Vendor or Exhibitor. Any rejection will be pursuant to vote of the NHSRA Executive Committee and notice of such rejection and the reason therefore will be provided to Host on or before February 1 in each year of the NHSFR. Host acknowledges that the NHSRA maintains special agreements and relationships with NHSRA National Sponsors, NHSFR Sponsors, and NHSRA Product Licensees (collectively "Sponsors & Licensees"). On or before January 15 in each year of the NHSFR, NHSRA will notify Host of the names of such Sponsors & Licensees. Those Sponsors & Licensees will be offered and given priority in the rental and use and selection of sales and exhibition space in the Trade Show. The "Trade Show" shall include all space, both inside and outside the trade show buildings that is rented to or used by any Vendor or Exhibitor.

(b) Trade Show space reservation and placement priority will be offered in the following order prior to February 1 in the year of the NHSFR:

- I. NHSRA National Sponsors
- II. NHSRA Product Licensees
- III. NHSFR Sponsors
- IV. Spur Club Sponsors
- V. Other Vendors on a first-come, first-served basis

Prior to February 1 in the year of the NHSFR, the space reservation and placement priority within categories I through V of this subparagraph will be in such order as the NHSRA may determine in its sole discretion. The NHSRA will notify Host of such placements and order on or before February 1 of such year. After February 1 in the year of the NHSFR, Host will determine reservation and placement in the Trade Show.

(c) No signage, advertising or other display of a NHSRA National Sponsor's competitors' name, products or services will appear at the Host Site during the NHSFR other than in the exhibition booth space at the Trade Show, floor to ceiling, rented or provided by Host to such competitor.

(d) It is agreed that signage, advertising or exhibit space by a competitor to the NHSRA National Sponsor that is an automobile and/or Pickup Truck Company will not be allowed.

(e) Host recognizes the importance of NHSRA National Sponsors to the economic well-being of the NHSRA and agrees to reasonable efforts to prohibit free distribution by trade show vendors or exhibitors or in contestant gift bags, of promotional gifts, giveaways,

discounts or gift-with-purchase promotions bearing the name, logo or other reference to a competing company of any of such NHSRA National Sponsors.

(f) NHSRA reserves the right to review and approve all materials used to solicit Vendors, Exhibitors or Concessionaires including rules, guidelines and contracts before said materials can be used.

(g) Host agrees to require each Vendor to provide a complete and exclusive list of all items which will be sold in its respective booth space, agrees to require each Exhibitor to provide a list of items it is exhibiting in its respective booth space and agrees to furnish a copy of said lists to the NHSRA prior to the opening of the Trade Show. If the NHSRA and the Host agree that a violation of, or inconsistency with, the terms of this agreement exists, Host agrees to remedy or correct such violation or inconsistency.

(h) Trade show booth rental price for the 2026 and 2027 NHSFR will be set by mutual agreement between Host and NHSRA.

(i) Wireless capability will be available throughout the Trade Show area for a normal retail price set by Host comparable to pricing for other trade shows year-round. Wireless capability for NHSRA and Media will be provided without charge.

6. LIMITED LICENSE AND PROTECTION OF THE NHSRA SERVICE MARKS. NHSRA grants Host a limited, non-exclusive license to use the NHSRA service mark, including the boot and the NHSFR logo, in its promotion and advertisement of the 2026 and 2027 NHSFR rodeos, and not for any other purpose. Such license shall terminate at the end of the NHSFR for 2027. Host understands it may not assign its license or grant sublicenses or otherwise transfer its rights or duties under this agreement to any third person and Host agrees to cooperate with NHSRA in protecting NHSRA's service marks. Host acknowledges NHSRA's ownership of the licensed marks and agrees that all its advertising and promotional uses of NHSRA's licensed marks shall conform to standards set by and be under the control of NHSRA. Host agrees upon request of the NHSRA to make available to the NHSRA for prior approval all advertising or promotional material which display any of NHSRA's licensed marks. Host agrees that it will not use any legally protected names, service marks, or logos of any sponsors or licensees of the NHSRA without the proper consent of the respective parties pursuant to law.

7. DIVISION OF PROCEEDS. The parties agree to division of proceeds and payment of monies as follows:

GATE RECEIPTS:

(a) The NHSRA shall receive from total gate receipts sixty percent (60%) of the first three hundred thousand (\$300,000.00) in ticket sales. NHSRA shall receive thirty percent (30%) of all ticket sales over three hundred thousand (\$300,000.00).

(b) The Host shall receive from total gate receipts forty percent (40%) of the first three hundred thousand (\$300,000.00) in ticket sales. Host shall receive seventy percent (70%) of all ticket sales over three hundred thousand (\$300,000.00).

(c) The payment of the ticket sales proceeds due to NHSRA portion, as described in subparagraph (a). under Gate Receipts, in this Section 7, shall be made on or before August 15, 2026 regarding the 2026 NHSFR and on or before August 15, 2027 regarding the 2027 NHSFR. It is considered a material breach of this agreement if these amounts are not paid as set out herein.

STALLING INCOME:

NHSRA shall receive all proceeds from horse stall rentals for the 2026 and 2027 NHSFR's. Host shall provide at each NHSFR three hundred (300) inside stalls and four hundred (400) outside stalls with cover at no charge (electricity included). NHSRA shall be responsible for the cost of the required stalls above seven hundred (700). If Host acquires additional stalls they will be made available to the NHSRA at standard setup and teardown rates though NHSRA may at its election have third parties build the stalls for them. The fee for horse stalls shall be set by NHSRA. NHSRA shall include in the fee, three (3) bags of pre-bedded shavings supplied by and put in stalls by Host. Price for pre-bedding to be determined based on standard rate per bag at the time of the NHSFR. NHSRA shall remit to Host upon settlement, the standard rate per bag with a 10% reduction in price.

RODEO PROGRAMS & DAY SHEETS:

NHSRA and Host will each receive one-half (1/2) of the net proceeds from the retail sale of the rodeo program and day sheets, and one-half of the net advertising proceeds from advertisements sold for the rodeo program under the Joint Promotions and which are sold jointly by the NHSRA and Host. Notwithstanding anything herein to the contrary, the NHSRA will receive all the proceeds from advertising sold to any NHSRA National Advertising Accounts, NHSFR Sponsors, NHSRA National Sponsors, and NHSRA Product Licensees. NHSRA agrees to identify these advertising accounts to the Host prior to October 15 each year prior to NHSFR. NHSRA and Host will each be responsible for one-half (1/2) of the expenses incurred with the selling of Joint Promotions advertising for the rodeo program. The parties will agree to said expenses in advance. Production and printing costs of the rodeo program will be pro-rated to both the NHSRA and Host on a cost per page basis. The NHSRA will be responsible for the expenses of the pages of advertising sold exclusively by the NHSRA and for the pages that promote the NHSRA. Host will be responsible for the expenses of the pages that promote the Host. The NHSRA and Host will split the expenses of the pages of advertising sold pursuant to the Joint Promotions. Host shall be responsible for all labor involved in sale of the rodeo programs and day sheets at the Host Site.

SPUR CLUB SPONSORSHIPS:

NHSRA and Host will each receive fifty percent (50%) of the net proceeds from the sale of Spur Club Sponsorships. Host will provide introductions and assist with sales efforts. Notwithstanding anything herein to the contrary, the NHSRA will receive all proceeds from the sale of sponsorships of bucking chute gates and timed event chute signs, from the sale of advertising on chute gate signs and arena signs, and from the sale of Spur Club Sponsorships sold to any NHSRA National Advertising Accounts, NHSFR Sponsors, NHSRA National Sponsors and NHSRA Product Licenses. NHSRA agrees to identify these sponsorship accounts to the Host prior to October 15 each year prior to the NHSFR. Spur Club Sponsors who elect

to receive television coverage as a part of the sponsorship will pay an additional amount to be determined by the NHSRA and which will be paid exclusively to NHSRA. Such amount will not be considered part of the Joint Promotions. All costs involved with television coverage will be the responsibility of the NHSRA. Host will have no financial responsibility for television costs. NHSRA and Host will each be responsible for one-half (1/2) of the expenses incurred with the selling, promotion and production of the Spur Club Sponsorships. The parties will agree to said expenses in advance. Notwithstanding anything herein to the contrary, the NHSRA will be responsible for costs of production of chute gate and arena signs for sponsorships sold independently from Host. The sharing of proceeds and expenses for Spur Club Sponsorships for advertising in the NHSFR program and day sheets is governed by RODEO PROGRAMS & DAY SHEETS above.

CONTESTANT DANCES:

NHSRA shall receive all proceeds from contestant dances and shall be responsible for expenses related thereto, i.e. providing the music and related costs such as band sound system, and stage lighting. Host shall provide the facility including staging, building announcement system and is entitled to operate and receive all proceeds from the food and beverage concessions.

CAMPING FEES:

Camping Fees will be set by Host and NHSRA at the Mid-Winter Meeting just prior to the NHSFR of each year. NHSRA will receive ten percent (10%) of all camping fees, payable at settlement date of August 15th of each year.

CONCESSIONS:

Host shall select vendors and receive all proceeds from concessions on grounds such as food and beverage, ice, feed and supplies, RV parts and service, visitor comfort supplies, fuel, RV pumping and fill, etc.

Food, beverage and other concession prices will be consistent with past practice for NHSFR events adjusted for local conditions. No alcohol, tobacco or other substances objected to by the NHSRA will be sold at any concession.

FEED & BEDDING:

Host will receive all proceeds from on grounds feed and bedding concessions, except for pre-bedding as listed in Stalling Income, Section 7. Fees for grounds feed and bedding shall be customary for the area and agreed to by Host and NHSRA prior to each NHSFR.

TRADE SHOW:

(a) Host will receive all proceeds from the rental of commercial trade show space, indoor and outdoor, to Vendors and Exhibitors. Host shall provide to NHSRA at no charge a booth, size fifty x forty (50ft x 40ft) or two thousand (2000) square feet, at a location chosen by NHSRA.

(b) Host shall not charge for non-retail, outside display by NHSRA National Sponsors, such as Ram Truck and Cushman.

PRACTICE PEN AND ADDITIONAL COMPETITION ARENAS:

(a) NHSRA shall receive all proceeds and be responsible for all costs related to the activities of the practice and additional competition arena(s).

(b) All practice and additional competition arenas will be closed during all NHSFR performances; all practice and additional competition arenas will be available to NHSFR contestants with back numbers only, except the cutting practice and RCH practice arenas where a trainer may accompany the contestant. All practice and additional competition arenas will not open prior to 5:00 a.m. each day and will close by 1:00 a.m. each day unless affected by weather. NHSRA retains the right to negotiate for additional opportunities for sponsorship of the practice and additional competition arenas, including but not limited to a sponsor providing awards for additional competitions, a sponsor receiving arena banners in the additional competition arenas in return for the awards and additional sponsorship of additional competitions.

GOLF CARTS:

The use of golf carts offers operational efficiency for the production of the NHSFR while concerns for safety, congestion and compliance with rules are a necessity. NHSRA shall receive all proceeds and be responsible for all costs related to the activities of renting golf carts. Golf cart ground rules will be set by the NHSRA in consultation with Host for Host-specific grounds concerns. These ground rules will address items such as use of personal carts (i.e., golf carts not rented pursuant to this agreement) and the cost of using personal carts, rules during the event such as seizure of carts for violations and cost of retrieval as well as other items deemed important for safety. Host security will be responsible for enforcing golf cart ground rules. Host shall provide a secure area adequate to house, service and rent 750 golf carts one week prior, during and one week after the end of each NHSFR. Such location shall have access to water and electric for hookup. If the golf carts require charging the electric usage will be metered and billed to the NHSRA. Any fuel to fill up golf carts will also be the responsibility of the NHSRA. The term "golf carts" includes any type of personal transportation vehicle licensed or unlicensed (including, without limitation, ATVs and UTVs).

CONCERT:

If Host chooses to provide a concert or any other pre-rodeo entertainment to open the NHSFR prior to the first day of performances of the NHSFR, then Host is responsible for the production of such concert/entertainment and is responsible for contracting with the talent. Host agrees that no concert/entertainment will be held at a time that would conflict with any other NHSFR event and NHSRA will approve date and time of concert/entertainment and include this pre-approved concert/entertainment in the official NHSRA schedule and packet. A partner may be contracted to assist with the promotion, advertising and production of such concert/entertainment, however, that partner cannot be a competitor of any NHSRA National Sponsor, NHSFR Sponsor or NHSFR Product Licensee. In the event that the talent requires any special advertising, signage or marketing restrictions or physical changes or modifications

to the facility that may conflict with or affect the staging of the NHSFR, such restrictions or modifications must be discussed and approved by the NHSRA prior to Host signing the contract with the talent. NHSRA will receive twenty-five percent (25%) of the net proceeds from the concert/entertainment defined as gross revenues less any applicable taxes and non-food & beverage costs. HOST will be responsible for all costs associated with said pre-rodeo concert or entertainment and receive 100% of food and beverage revenues and 75% of other net proceeds.

8. ACCOUNTING, BILLING & FINAL SETTLEMENT PROCEDURES.

(a) NHSRA and Host shall mutually agree to a billing and accounting procedure for the Joint Promotions income and expenses. All accounting and depositing of revenue for Joint Promotions will be handled by the NHSRA. Settlement of the Joint Promotions income and expenses will be conducted quarterly throughout the year.

(b) Final settlement of all income and expenses for Joint Promotions and all other activities associated with each NHSFR that is held at the Host Site shall occur on or before August 15 of the year in which such NHSFR occurs.

9. DANCES. Host shall provide a facility on the grounds sufficient to accommodate a dance with one thousand six hundred (1,600) persons. The dance facility shall be available from 9:00 p.m. to 1:00 a.m., Sunday through Friday of the NHSFR. The NHSRA will provide chaperones and be responsible for chaperoning the dances.

10. ADVERTISING.

(a) Except as otherwise provided herein, all advertising, displays, commercial exhibits and Trade Show activity on or about the grounds during the NHSFR shall be the responsibility of Host, subject to good business practices consistent with the principles of the NHSRA and its rulebook. Host and NHSRA will work together to procure, hang, take down and return NHSFR sponsor/advertiser signage needed to fulfill commitments to all types of sponsors and advertising sold by NHSRA and by NHSRA/Host together. Host and NHSRA will share any costs associated with signage and not born by each sponsor consistent with share of revenue from each such sponsor and will be reconciled with all final bills by August 15th following each NHSFR.

(b) A promotions budget will be offered by the Host for the NHSFR at the July annual meeting one year prior to each NHSFR. Host will contribute forty thousand (\$40,000.00) in cash or in kind for promotional exposure, including any creative costs, with local media outlets for each NHSFR held at the Host Site, which will be managed by Host's marketing staff. Local media outlets shall mean newspapers, magazines, billboards, online, social media, television and radio stations and live remotes that are located within or provide coverage to audiences within a 100 mile radius of Lincoln, Nebraska. The Host is responsible for any additional expenses necessary to promote the NHSFR. NHSRA and Host agree to work together to develop a general marketing plan for each of the NHSFRs.

(c) Host shall display good taste in the number, placement, and appearance of advertising and display signs on the grounds consistent with the aims and purposes of NHSRA. Host shall not advertise or display signs in the performance arenas (i.e., Rough Stock

and Timed Events, Cutting and Reined Cow Horse, practice pens and additional competition arenas), the grandstands or in their immediate environs. The Host shall be allowed to display a sign in each arena with their facility logo and name of the arena. The executive committee of NHSRA may require the Host to remove any signs or advertising which it deems to be not in good taste or which violates this agreement. Alcohol, marijuana and tobacco advertising is prohibited.

11. MEDIA. NHSRA shall assume all responsibility and expense for the operation of the media room, and for the press and media coverage of the NHSFR. Host will provide media room space and Host will provide and maintain adequate telephone lines and internet access in the facility and keep them in good working order for NHSRA's and media's use of telephones, FAX machines and internet.

12. ADMISSION & TICKETING.

(a) Host shall have the financial responsibility of the printing of all rodeo event admission tickets. Ticket stock, passes and season pass wristbands appearance and type will be mutually agreed upon to ensure they work with Host's ticket processing equipment, procedures and handling policies. Host keeps 100% of ticket sponsor(s) proceeds unless NHSRA National Sponsor/NHSFR Sponsor/NHSRA National Advertising Account/NHSRA Product Licensee then 50/50 net proceeds split between host and NHSRA.

(b) Host shall be responsible for selling and taking both online and box office tickets before and during performances. Host may create a Reserved Seating section for higher ticket price with seat layout map and ticket pricing to be approved by NHSRA.

(c) Host shall provide all proper and necessary personnel, booths, gates, and scanners for handling ticket sales, ticket taking, and admissions into the grandstands, bleachers, and arena areas. Procedures and handling policies shall allow for a clear and complete attendance figure to be reported to NHSRA along with ticket proceeds for each performance of an NHSFR. Host will provide an accurate report of attendance and ticket proceeds for each performance to the NHSRA after each performance of an NHSFR event held at the Host Site within 48 hours following such performance.

(d) Rodeo admission ticket prices for the 2026 and 2027 NHSFRs will be determined upon agreement of the parties at the Mid-Winter Meeting immediately preceding the 2026 and 2027 NHSFRs. Any discounts, promotional rates, volume discounts and/or price breaks for classes of tickets shall be approved by Host and NHSRA at the Mid-Winter Meeting of the NHSFR Committee prior to the NHSFR each year. Adults will be defined as age 13 and older, youth will be defined as ages 5 to 12 and children age 4 and under will be admitted free of charge.

(e) Both Host and NHSRA shall appoint a person to serve on a two-person committee, which shall audit all rodeo event ticket proceeds and program and sheet sales, and report back to both NHSRA and Host within 48 hours after the final performance of each NHSFR, regarding the actual attendance and gate receipts by performance and the aggregate for that NHSFR. This information shall also include pre-season ticket sales and all season passes broken out by class and any other necessary detail as determined by the NHSRA. Host to provide electronic

ticketing system to enable easily auditable ticketing results as much as technology allows and economically feasible.

PASSES. NHSRA shall have the responsibility for the administration and distribution of all passes, including worker and media passes, except that Host shall be responsible for the distribution of passes for workers, grounds crews, trade show vendors, concessionaires, exhibitors, VIPs and local officials for which it is responsible. The NHSRA will identify all passes it distributes and monitor all pass requests to assure that only necessary passes are distributed to directors, VIPs and guests, personnel and staff. Host agrees that a certain number of personnel are required to produce the rodeo but the NHSRA will enforce strict guidelines on all pass requests to assure that no abuse is happening and that the number of passes distributed does not adversely affect the ticket sales. Host will be responsible to create a scannable-type of pass system which will allow for tracking of passes if technically and economically feasible. NHSRA will provide Host a copy of the pass guidelines, monitoring procedures and an accounting of all passes distributed broken out by type of recipient on or before August 15 of the year in which each NHSFR occurs.

13. STALLS. Host shall furnish seven hundred (700) stalls at each NHSFR and Host will be responsible for all costs of providing these stalls. Each stall must be of safe construction for the stalling of horses and shall be a minimum of 10' by 10'. All stalls must be on the grounds and must be covered. All stalls shall be ready for occupancy five days prior to the rodeo. Contestants are responsible for bedding. If additional stalls are required for each year of the NHSFR than what is called for in this contract, then NHSRA will be responsible for providing those stalls and will receive the income from the rental of those additional stalls. Stalling fees for contestants and personnel will be determined and collected by NHSRA. Host will receive reservations for stalls from NHSRA and Host will be responsible for the placement and assignment of stalls. NHSRA and HOST will agree on reservations system process no later than one year in advance to maximize efficiency including online options.

14. PARKING SPACES. Host shall provide sixty (60) reserved parking spaces at no cost to the NHSRA. There shall be twenty (20) NHSRA parking spaces at the rodeo event grandstand, thirty (30) NHSRA parking spaces at the central office and ten (10) parking spaces at the cutting arena. Assignment of the NHSRA reserved parking spaces shall be made by the NHSRA.

15. INFORMATION BOOTH. Host agrees to staff an information booth. This information booth shall be open and staffed from 7:00 a.m. to 11:00 p.m. each day beginning the Thursday prior to the first performance and continuing through completion of the NHSFR.

16. HOUSING

(a) NHSRA shall reserve from Host sufficient camper spaces for the NHSRA personnel and NHSRA so as to receive five (5) camper spaces at no charge.

(b) Host shall provide a minimum of 1,250 water and electric camping spaces of standard industry size for the 2026 and 2027 on grounds at the Host Site. There shall be shower and restroom facilities with electrical outlets sufficient to accommodate the number of spaces,

adjacent to or readily accessible for the campers. Electrician support will be provided. Fees for all water and electric camping spaces for the event shall not exceed \$475 for each NHSFR. Fees for tent/dry camping shall not exceed \$210 for each NHSFR. Camping fees for contestants, families and personnel will be determined and collected by NHSRA. Host will receive reservations with number of sites required by state/province block for campsites from NHSRA and Host will be responsible for the placement of state/province blocks and directing campers to location of state/province blocks during check-in. NHSRA National Board of Directors or their designate within each state/province will direct individual campers where to park within their state/province block during check-in. NHSRA and HOST will agree on reservations system process no later than one year in advance to maximize efficiency including online options. If pumping services are required they will be made available for the duration of each NHSFR. Cost of pumping service will be the responsibility of the renter of the camping space. Pumping service vendor shall be arranged by Host and cost of pumping shall be reasonable and subject to approval by the NHSRA.

(c) All camping spaces shall be held in a central registry system devised by the Host and approved by the NHSRA. Camping spaces shall be held until July 10 each year, thereafter, spaces may be made available to the public. Host shall present for approval its central registry system to the NHSRA at the annual meeting of the NHSRA in July, 2025. All contracts for camping must be made through the central registry. Host will hold camping spaces and conduct a camping draw, assign blocks to each state/province and process camping reservations with the objective of grouping camping members of state and provincial high school rodeo associations in adjacent camping spaces with other camping members of the same state and/or provincial high school rodeo association.

17. SECURITY. Host will provide and manage twenty-four (24) hour security for the grounds at the Host Site beginning Monday prior to the first performance of the 2026 and 2027 NHSFR through the Sunday after completion of the rodeo by qualified uniformed personnel. Security personnel will enforce the specific rules of the NHSFR, which shall be agreed upon between the Host and the NHSRA no later than the Mid-Winter Meeting in the same year. At the time of commencement of providing security for each NHSFR, Host and NHSRA shall meet to confirm security matters including setting a process to inform and adjust to any security issues that may arise during the NHSFR.

18. AMBULANCES AND FIRST AID. Host shall provide at least two (2) ambulances throughout each performance of each NHSFR, one (1) at the timed event and one (1) at the rough stock arena. Medical technicians/paramedics will be available at the cutting and RCH arena. One (1) ambulance during any other arena event, and shall have one (1) first aid station available on the grounds for the public and contestants. The first aid station shall remain open and manned with qualified medical personnel from 8:00 am until 1:00 am or until dance ends each day beginning with the second day of contestant check-in for each NHSFR and continuing through the day prior to the date that the NHSRA has agreed to vacate the premises for each NHSFR. Qualified paramedics or emergency medical technicians shall be in attendance for each performance of each NHSFR. These individuals or qualified medical personnel from local hospitals shall make the decision of whether or not any person, participant, spectator, or other person shall be taken to the local hospital or emergency medical facility for examination. Host shall inform the closest local hospital and emergency room of the staging of the NHSFR. Host

shall report back to the NHSRA and confirm at the arena directors meetings that the hospitals are prepared to receive NHSRA participants or contestants. Other than the obligations assumed herein, Host does not assume and shall not be responsible for the actions of the paramedics, emergency medical technicians, and medical personnel. NHSRA acknowledges and agrees that the paramedics or emergency medical technicians are not agents or employees of Host. Host will provide NHSRA with copies of all contracts entered into to provide ambulance and/or first aid services each year for the NHSFR.

19. VETERINARIAN. Host shall provide veterinary services at the Host Site twenty-four (24) hours a day for the duration of each NHSFR beginning with the date of contestant check in for each NHSFR and continuing through the Sunday after completion of the NHSFR. User will pay veterinary fees.

20. GROUNDS CREW. Host will provide one sound technician, one carpenter, one electrician, and one welder beginning the Monday prior to the first performance of the NHSFR, and continuing until the completion of the NHSFR. Host shall also provide one sound technician and one handyman for the facility in which the queen contest is to be held. Host will also provide necessary personnel to operate the tractors and other equipment required for the NHSFR. All such personnel shall be available to the NHSRA one week prior to the first performance of each NHSFR, one hour prior to each performance, during each performance and immediately after each performance to make any needed adjustments. At time of arrival, NHSRA will advise Host of any equipment (including ATVs, UTVs & golf carts in addition to golf cart vendor) or operators that they would like to operate on NHSRA or Host equipment during the NHSFR. All equipment operators on Host property need to be approved by the Host in writing and have a signed waiver on file before operating equipment.

21. DUTY OF THE HOST. Host and NHSRA both agree to have a member of each of their committees on the grounds at all times during the NHSFR beginning at contestant check in and continuing until completion of the NHSFR. Both parties will supply the other with appropriate contact information concerning such members on grounds during the staging of the NHSFR.

22. LIVESTOCK FEED AND BEDDING. Host agrees to arrange for the availability of quality livestock feed and bedding which the contestants may purchase on the grounds. Host's contract with the feed and bedding vendor will include wording restricting the price of feed and bedding to be no more than ten percent (10%) higher than the average price found in local businesses providing the same products.

23. WASTE REMOVAL. Host agrees to provide for daily waste removal from the designated areas. Host shall not be responsible for the cleaning of individual stalls during the rodeo, but shall be responsible for cleaning of stalls after completion of each NHSFR.

24. DOWNED ANIMAL/CARCASS REMOVAL. It will be the responsibility of the Host to assist with providing facilities and equipment acceptable to NHSRA, and personnel for the removal of any animal carcass or any downed animal. Cost for such removal will be the responsibility of the owner of the animal.

25. ISOLATION FACILITIES FOR SICK OR INJURED ANIMALS. It will be the responsibility of Host to provide an isolated area for sick and injured animals to be housed during the NHSFR. Such area should be isolated from areas where the general public has access and should be easily accessible to veterinarians, stock contractors and the NHSRA Animal Welfare Coordinator. Stockowner or user will pay fees for the use of these facilities.

26. BUILDINGS. Host agrees to provide buildings on the grounds with adequate space to provide the following (all offices, Trade Show area and arena areas to have wireless access available at no cost for the use of the NHSRA staff and Media. For all others, guest and trade show self-service wireless connections will be available at retail pricing consistent with Host's year-round pricing for similar shows):

- (a) Centrally located and secured rooms for the NHSRA to operate its office;
- (b) A press and media headquarters room sufficient to accommodate the media coverage;
- (c) A space for the national awards display;
- (d) A space for bulletin boards for the posting of all contestant standings and other information during the NHSFR, the location of which shall be at the discretion of the NHSRA;
- (e) A space for the NHSR Foundation auction and display;
- (f) A meeting room for the Executive Committee of the NHSRA and the arena directors. This room shall be available no later than 9:00 a.m. one day prior to the beginning of the NHSFR, and shall remain available thereafter until one day after the conclusion of the NHSFR;
- (g) A facility suitable for the Queen Contest, which shall be approved by the Queen Committee Chairman of the NHSRA. If no facility on grounds is approved by the NHSRA to be adequate for the Queen Contest, Host shall bear financial responsibility to book an off grounds facility that meets the approval of the NHSRA;
- (h) A room or covered area adjacent to the main NHSFR competition viewing areas for sponsor hospitality;
- (i) Adequate VIP and special seating in a designated area in the grandstands at each of the arenas for sponsors and special guests of the NHSFR. The number of seats needed and location of the seats will be mutually agreed upon by both parties prior to the NHSFR.

27. GARBAGE REMOVAL. Host agrees to provide for the daily garbage removal from the rodeo grounds and cleanup of grounds in an acceptable manner.

28. RODEO PERSONNEL. NHSRA agrees to furnish qualified personnel for the operation of the NHSFR rodeo performances.

29. STOCK CONTRACTOR. NHSRA shall furnish the stock contractor(s) for the NHSFR rodeo performances and for the practice and additional competition arenas.

30. RODEO PERFORMANCE SCREENS. NHSRA agrees to furnish and operate screens needed for rodeo performances. Host cannot provide poles requested in RFP specifications to be installed in middle of outdoor performance arenas to hold screens but will make all reasonable efforts to support install of the screens upon notification of exact requirements by NHSRA no later than one year in advance.

31. DAILY RESULTS. NHSRA shall contract for daily results to be printed in either handout tabloid form or the daily program. In the event a sponsor wishes to furnish the daily results, such arrangements shall be negotiated directly with the NHSRA. The contract will include an agreement to provide the daily advertising for Spur Club Sponsors.

32. QUEEN CONTEST. NHSRA shall be responsible for conducting the queens contest, including supplying all judges and awards for contestants.

33. RENTAL OF GOLF CARTS. The NHSRA is responsible for the securing a golf cart rental company and will provide HOST a copy of the insurance provisions in the contract so Host can understand its potential liability. Host may rent carts if needed and NHSRA will make every effort to secure a reduced price for Host.

34. TERMINATION BY NHSRA. NHSRA and Host have entered into an agreement (the "2020 and 2021 Agreement") to hold the 2020 and 2021 National High School Finals Rodeos at the Host Site. The parties understand that running a successful National High School Finals Rodeo is a complicated operation and the NHSRA has never held a rodeo at the Host Site. In the event the NHSRA believes there were significant problems with the operation of the 2020 NHSFR, it may make reasonable suggestions to the Host of changes it feels is necessary to improve the operation of the rodeo for the 2021 NHSFR, not later than October 31st, 2020. If the Host is unable or unwilling to make these changes for the 2021 NHSFR, and also the 2026 and 2027 NHSFRs, then the NHSRA may terminate this agreement on written notice to the Host on or before February 28, 2022, that it (NHSRA) is terminating this agreement (the one being entered into hereby), and on such notice this agreement shall be null and void.

35. ACCOUNTING REPORTS. Host will provide to the NHSRA within 30 days of the last performance of the NHSFR a full and complete financial report of the NHSFR. This report will also include accurate attendance figures and ticket receipts for each performance and in aggregate for all performances of the NHSFR.

36. COMMITMENT FOR EXCLUSIVE USE OF GROUNDS AND FACILITY. Host warrants that NHSRA will have exclusive use of the Host Site during each NHSFR. For avoidance of doubt, Host understands and agrees that all rights to record or memorialize in any form, display, distribute, transmit or exhibit, in whole or in part, any content, media, program, or other material derived from or relating to the NHSFR belong to, and are owned by, NHSRA, and that, as such, NHSRA has the exclusive right to assign or license rights with regard thereto to third parties, and that NHSRA has not granted an assignment or license with respect to any of the same to Host.

37. EXPENSE RESPONSIBILITY. In any cases under the terms of this Agreement (including the LIST OF SPECIFICATIONS, identified as Attachment (A), in the absence of specific terms to the contrary, wherever either the Host or the NHSRA is responsible for the providing, or for the performance of anything, activity or action, then the responsible party shall bear all expenses in undertaking their responsibilities in a manner that results in no adverse economic impact to the other party whether directly or indirectly through some type of off-set.

38. AMENDMENTS. The parties hereto agree that this contract may be amended, but only upon the mutual agreement of both parties. All amendments must be in writing and signed by both parties.

39. INDEMNIFICATION.

(a) NHSRA agrees to assume, without limitation, all risk of loss and to indemnify and hold the Host, its officers, directors, agents and employees, harmless from and against any and all claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Host) resulting from the negligence or willful misconduct of NHSRA, its employees, agents, or subcontractors in the performance of the agreement. NHSRA shall do nothing to prejudice the Host's right to recover against third parties for any loss, destruction, or damage to Host property, and shall at the Host's request and expense, furnish to the Host reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Host in obtaining recovery.

(b) Host agrees to assume, without limitation, all risk of loss and to indemnify and hold the NHSRA, its officers, directors, agents and employees, harmless from and against any and all claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the NHSRA) resulting from the negligence or willful misconduct of Host, its employees, agents, or subcontractors in the performance of the agreement. Host shall do nothing to prejudice the NHSRA's right to recover against third parties for any loss, destruction, or damage to NHSRA property, and shall at the NHSRA's request and expense, furnish to the NHSRA reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the NHSRA in obtaining recovery.

40. LIABILITY AND INSURANCE.

(a) NHSRA shall obtain a commercial general liability and/or umbrella/excess liability policy providing spectator and participant liability insurance, which shall be in effect through the entirety of each NHSFR. This insurance shall cover property damage, personal injury, and bodily injury with a minimum limit of four million dollars (\$4,000,000.00) on an occurrence policy form. The insurance shall include as named insured's the NHSRA, Host, and the stock contractor(s) hired by the NHSRA and the Host as well as Lancaster County of Nebraska, City of

Lincoln, and The Board of Regents of the University of Nebraska-Lincoln. Cost of the insurance shall be divided one-third (1/3) NHSRA, one-third (1/3) Host and one-third (1/3) stock contractor(s) hired by the NHSRA.

(b) Host shall also have in place a commercial general liability policy with a minimum limit of one million dollars (\$1,000,000.00) for the grounds which shall cover the entirety of the event. The insurance shall name as co-insureds the NHSRA and the stock contractors hired by the NHSRA and the Host.

(c) By mutual agreement the NHSRA and Host may enter into an event cancellation insurance policy covering both parties for each year of an NHSFR. The cost of such insurance shall be paid one-half (1/2) by NHSRA and one-half (1/2) by Host.

(d) The NHSRA will ask their golf cart vendor to provide the Host a certificate of insurance with Host as additional named insured.

(e) Neither the NHSRA nor the Host shall be liable for incidental, special or consequential damages. Nothing herein shall limit Host's liability for liquidated damages pursuant to Section 42.

41. TAX COMPLIANCE. NHSRA and Host shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Any and all provisions in this agreement calling for division or allocation of ticket, admission or campground proceeds between NHSRA and Host shall be computed after payment or other satisfaction of all applicable state and local sales, use, lodging, occupation or other similar taxes and the payments shall be in direct proportion to the division or allocation of proceeds as between the NHSRA and Host. Current applicable local taxes include:

	Non Food Vendors	Campground Rental	Ticket Sales	Stall Rentals
Lodging Tax 5%		X		
Sales Tax 7.25%	X	X	X	

	Golf Carts Rentals	Performance Raffles	Gun and Pickup Raffle	Live & Silent Auction
Sales Tax 7.25%	X			On retail value
Lottery/Raffle Tax 2%		X	X	

42. LIQUIDATED DAMAGES. Host understands that if it is unable to provide the Host Site in accordance with its obligations under this agreement, it would cause significant harm to the NHSRA. Accordingly, if Host is unable to provide the Host Site in accordance with its obligations under this agreement, it shall promptly notify NHSRA of the reasons therefor and NHSRA shall then have the option for thirty days after receipt of such notice of terminating this agreement by notice to Host, and in such event if termination occurs (1) prior to January 1, 2026, Host shall pay NHSRA as liquidated damages, and not as a penalty, \$250,000, (2) after January

1, 2026 but prior to the 2026 NHSFR, Host shall pay NHSRA as liquidated damages, and not as a penalty, \$250,000 plus an additional \$50,000 for each month and each partial month that occurs from January 1, 2026 until such termination, (3) after the 2026 NHSFR but prior to January 1, 2027, Host shall pay NHSRA as liquidated damages, and not as a penalty, \$250,000 and (4) after January 1, 2027 but prior to the 2027 NHSFR, Host shall pay NHSRA as liquidated damages, and not as a penalty, \$250,000 plus an additional \$50,000 for each month and each partial month that occurs from January 1, 2027 until such termination.

43. FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, animal diseases, riots, fire, flood or explosion.

44. LINCOLN CONVENTION AND VISITORS BUREAU. If the Lincoln CVB and NHSRA do not enter into a written agreement, pertaining to financial assistance, prior to June 30, 2019, to the satisfaction of NHSRA for the 2026 and 2027 NHSFR's prior to June 30, 2019 NHSRA shall have the right to terminate this Agreement with no obligation to Host on written notice to Host.

45. TIME IS OF THE ESSENCE. Failure to perform the agreements set out herein at the time fixed by the terms of this contract for the performance of such agreements shall be a breach of this agreement by the party that fails to perform.

46. APPLICABLE LAW. The terms and conditions of this agreement, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Colorado.

47. NOTICES. Notices must be in writing and shall be deemed given when personally delivered, three business days after mailing if sent by certified mail, postage pre-paid (return receipt requested) or the next business day if sent by recognized overnight courier, to such party at its address set forth below or such other address as such party may specify by notice to the other party.

Notices to NHSRA shall be sent to:

National High School Rodeo Association, Inc.
Attn: James Higginbotham, Executive Director
12011 Tejon Street, Suite 900
Denver, CO 80234

Notices to Host shall be sent to:

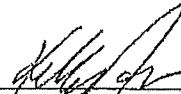
Lancaster Event Center
Attn: Amy Dickerson, Managing Director
PO Box 29167
Lincoln, NE 68529

48. ARBITRATION. Any controversy, claim, dispute or disagreement arising out of or relating to this agreement, or the breach thereof, shall be subject to binding arbitration at the

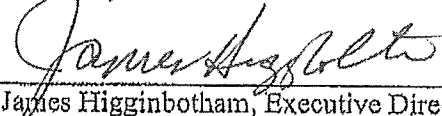
election of either party. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in Denver, Colorado and there shall be one arbitrator, named in accordance with such rules. It is expressly understood and agreed that the arbitrator shall have the power to order equitable relief, including but not limited to temporary restraining orders, preliminary and permanent injunctions, and the imposition of the posting of bonds, as necessary. Any equitable or injunctive relief or temporary restraining orders issued by the arbitrator shall be enforced by any court having jurisdiction. Any arbitration proceeding commenced under the provisions of this Agreement is a private proceeding and, except to the extent necessary for the enforcement of any award, order or decision entered by the arbitrator, shall be held and maintained as a private and confidential proceeding.

49. ENTIRE AGREEMENT. This agreement, with attachments, and the Addendum, as to taxes and prizes, constitutes the entire agreement between the parties concerning the subject matter of the agreement. Modifications and waivers must be in writing and signed by authorized representatives of the parties. Any provision of this agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this agreement shall be interpreted, as far as possible, to give effect to the parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this agreement, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

NHSRA:
National High School Rodeo Association, Inc.

By: 
Kelly Anderson, NHSRA President

DATE: May 1, 2019


By: 
James Higginbotham, Executive Director

DATE: May 2, 2019

HOST:
Lancaster County Agricultural Society, Inc.
d/b/a Lancaster Event Center

By: 
Ron Dowding, President

DATE: June 5, 2019

By: 
Amy Dickerson, Managing Director

DATE: June 5, 2019

LIST OF SPECIFICATIONS: ATTACHMENT A

Lancaster Event Center

For the 2026 and 2027 NHSFR, the Host agrees to provide the grounds, properties and facilities as shown on the attached plot plan. These grounds, properties and facilities will include, in addition to those provided for in the agreement, the following (provided without change by Host except as otherwise indicated) for both NHSFRs:

Housing	Host shall guarantee the availability of 1,250 full service camp sites having water, electricity and sewer hookups available at each camp site. Dry and Tent Camping will also be available. Additional housing will be guaranteed by the Lincoln CVB.
Stalls	700 – 10'x10' horse box-stalls of safe construction, 300 or more inside stalls and up to 400 outside stalls with covers.
Seating	5000 grandstand/bleacher seating (3400 seats covered, 1600 uncovered initially) for spectators at the timed event and rough stock arenas. 770 bleacher seating for spectators at the cutting arena. 330 bleacher seating for spectators at the reining cow horse arena. All grandstands/ arenas to have controlled access for ticket taking. Grandstands to be located in a manner approved by the NHSRA with VIP seating space.
Trade Show	117,000 square foot buildings with climate controlled space with a level and hard floor. Adequate outdoor exhibition space for overflow. Adequate utilities to conduct all trade show activities. Pipe and drape and tables and chairs will be provided for the Trade Show area.
Performance Arenas	<u>Rough Stock & Timed Events</u> – Timed Event Arena to be 125'-130' wide by 260'-265' long and to be positioned with main grandstand to meet current NHSRA approval. Both timed event chute boxes to be 10 feet. The barrel racing gate is to be in the exact center. Rough Stock Arena to be 120' wide by 250' long with 10 bucking chutes and four preparation chutes on each side for a total of 18 and to be positioned with main grandstand to meet current NHSRA approval. Both arenas set end to side with adequate livestock holding and staging pens all constructed of appropriate panels and/or fencing for the activities involved. The timed event arena will have roping equipment which will include a suitable chute with three lead up chutes, a herringbone sorting pen and two 10' wide by 16' deep boxes on each side of the chute. The barrel racing and pole bending entry gate(s) shall be in the exact center of the pattern as set out in the NHSRA rule book. Positioning, gating and suitability of all chutes, arenas and back

pens will be subject to NHSRA approval. The Timed Event and Rough Stock Arenas MUST be adjacent to each other and both arenas must allow for good viewing from the grandstand.

Cutting - One arena 125' wide by 300' long with warm up area 115' x 95' immediately adjacent such that contestants warming up can view cattle and cutting competition. All constructed of appropriate panels and/or fencing for the activities involved. Positioning, gating and suitability of all arenas and back pens will be subject to NHSRA approval.

Reining Cow Horse - One arena 115' wide by 150' long with adequate warm up area located such that contestants warming up can view competition. Appropriate panels and/or fencing for the activities involved. Positioning, gating and suitability of arena will be subject to NHSRA approval.

All performing arenas to have lights, sound systems and announcer stands with full view of the arenas adequate to house announcers, timers, secretaries and their equipment during the performances. All arenas have wireless capability. Outdoor main performance arena announcer stands are air conditioned and dust proof. Preference is for all arenas to be indoors.

Livestock Holding

Adequate livestock holding facilities all constructed of appropriate panels and/or fencing for the activities involved to house bulls, bucking horses, calves, steers and goats for the duration of each NHSFR to provide for the timed events and rough stock arenas. Adequate livestock holding facilities all constructed of appropriate panels and/or fencing for the activities involved to house steers for the cutting arena. Adequate livestock holding facilities all constructed of appropriate panels and/or fencing for the activities involved to house steers and calves for the timed events practice pen and to house steers for the cutting practice pen. Livestock pens will be located at the Host Site in such a manner to efficiently handle all rodeo livestock for the production of the NHSFRs. Water will be readily accessible to the pens and livestock water tanks will be available for stock contractors to place in all pens. All livestock will be housed on grounds in sufficient amount of space for the numbers needed. The exact number and size of pens needed will be provided to Host by the 2026 NHSFR mid-winter meeting of the NHSRA.

Practice/Additional competition Arenas	2 timed event practice/additional competition pens, one to be approximately 100' x 200' and one to be 60' x 200', with suitable livestock management pens and chutes adequate for all activities. One cutting practice pen 100' x 125', and one RCH practice to be the same as the RCH performance arena. Practice and warm up to be in the same pen for all above arenas.
Shooting Sports	Safe shooting range(s) adequate to conduct a trap and light rifle competition with approximately 500 participants over a four day period. Ranges to be provided without charge.
Parking	Parking spaces at no cost to accommodate all spectators plus workers, staff and sponsors. Host to provide reserve parking spaces to NHSRA as specified in agreement. Host reserves right to create reserved parking spots for sponsors or to sell with reserved seating.
Information booth	1 - 10'x10'
Small meeting areas	1-14'x20' air conditioned rooms with tables and chairs adequate to accommodate at least 20 people.
Large meeting areas	1-14'x50' air conditioned rooms with tables and chairs adequate to accommodate at least 100 people.
NHSRA office	Air conditioned 30'x36' area with all required furniture for general reception, staff office area, 2 meeting areas - one capable of accommodating 20 people (<i>Executive Committee meeting room</i>) and one capable of accommodating 30-50 people (<i>the break-room</i>) and adjacent area to display standings. This area is lockable and has 4 telephone lines, internet connection, electricity, lighting and bathroom facilities.
Dance area	Dance area suitable to accommodate 1,600 with controlled access and adequate seating.
Food concessions	An area suitable for food concessions within easy access of contest viewing areas, rough stock, timed event, cutting and reining cow horse arenas and trade show.
Bathrooms and showers	Adequate bathrooms and showers available to service all camping spaces provided. Adequate bathroom facilities to service all spectator areas, trade show areas and office & meeting areas.
First aid	An area for a first aid station with all appropriate utilities for this activity.

Veterinarian	An available area for a veterinarian and the provision of services.
Grounds crews/Grounds equipment	An area to house equipment and personnel to address and service NHSFR needs such as operational, carpentry, welding, electrical, sound, plumbing and mechanical. Equipment included are tractors, skid loaders, other loaders, backhoes, ladders, high lifts, trucks, dump trucks, trailers, and various hand tools. Also at least three (3) tractors, (four (4) if one (1) cannot service both the rough stock and timed event arena) with arena grooming implements will be available as needed. An acceptable animal ambulance will be available as needed to convey injured animals from the arenas to the injured and sick animal area. It is a slide or very low clearance conveyance with cover.
Garbage removal	Adequate garbage containers with removal services throughout the duration of the NHSFR.
Waste removal	Adequate areas for the deposit of waste from stalls and trailers as trailers arrive.
Ice, bedding and feed	An area to house a Vendor(s) of ice, bedding and feed
Injured or sick animal	A covered holding area isolated from other animals and the public for sick and injured animals.
Press and media	An area sufficient to set up a media and press coverage headquarters with air conditioner, phone line and other required utilities.
Golf cart vending area	An area to vend and service a golf cart vendor with at least 750 golf carts.
Trailer parking	Adequate parking area for contestants and personnel to drop an average of approximately 150 trailers that are not used as living quarters during the 2026 and 2027 NHSFR.
Protesters	An area for protesters as required by Nebraska law.
Queen pageant/Talent show	An air conditioned auditorium with stage, sound, lights and adequate seating for a minimum of 650 spectators.
Crisis Basket	60'x100' air conditioned area for display of baskets and crisis basket administration.
Foundation Auction	An air conditioned area for display of auction items, auction administration and conducting of the auction with adequate seating for at least 100 people.

Horse/contestant Check-in	Host to staff and manage to NHSRA requirements. Contestant check in begins at 12:00 noon on the Thursday before the first performance and continues until 7:00 a.m. Sunday prior to the first performance. Check-in is open 24 hours and with the ability to form in at least 2 and up to four lanes as they arrive. Minimum of 3-10'x14' covered areas for 1) contestant check-in, 2) horse check-in and stalling and 3) camping check-in and services. These areas have electricity, lights, and ability to store cool refreshments and have restrooms and air conditioned space within a reasonable distance.
Sponsor Hospitality	An air conditioned area with viewing of the two main arenas for sponsor hospitality with facilities to allow catering of food and refreshments.
National Awards	30'x30' area for display and dispersal of national awards immediately following the final performance.
Pumping services	For campground, sewer pumping services shall be available if needed as well as water delivery shall be available if needed.
Recreation	Adequate facilities to conduct contestant volleyball tournament that will include a minimum of 4 regulation courts.
Access/tickets	Spectator viewing areas, dance and talent show areas have controlled access. All spectators excluding contestants and approved personnel are required to have a ticket and adequate ticket taking personnel and controls shall be available for each performance.
Electrical Connections	As needed.
Light Towers	Supplemental lighting for livestock and parking lots.

2020 LEC NHSFR Event Operational Budget
as of 6.27.2019

DESCRIPTION	Totals
Overflow Grounds Rental	\$ (21,000.00)
Trade Show (P1, MPA, Outside)	\$ 464,286.00
Local/NE Rodeo Sponsors	\$ 150,000.00
Rodeo Ticketing	\$ 216,490.00
Food and Beverage	\$ 170,290.00
Parking Services	\$ (28,080.00)
Campground Revenues	\$ 446,900.00
Campground Costs	\$ (156,670.00)
Horse Stall Shavings & Area Cleaning	\$ 31,770.00
Arena & Livestock Panels	\$ (208,710.00)
Offsite Events and Recreation Total	\$ (5,000.00)
Facility Operating Costs	\$ (420,549.33)
Other Vendor Fees/Revenues	\$ 19,300.00
VIP Tent by Main Arena	\$ (20,000.00)
Volunteers	\$ (60,000.00)
Security/Medical	\$ (125,200.00)
NHSFR Required Improvements	\$ (3,000.00)
Improvements for Public Safety	\$ -
Profit Improving Changes	\$ -
In State Advertising	\$ (30,000.00)
TOTAL PROFIT POTENTIAL	\$ 290,226.67
Bridge Financing	\$ (121,500.00)
Contingency 12.5% of all expenses	\$ (166,784.92)
Estimated LEC NHSFR Event Net Profit	\$ 1,941.75

LEC NHSFR Improvements Project Construction Budget			
as of June 28, 2019 AD DM LH ND			
LEC Line Number	ITEM	LATEST TEAM Budget	LATEST TEAM Budget SUBTOTALS
1.0	1.0 PROFESSIONAL CONSTRUCTION TEAM CONTRACTS		\$ 719,979
2.0	2.0 HAMPTON "CHANGE ORDERS" (SUPERVISED SUBS or PERFORMED BY HAMPTON)		\$1,799,342
SELF-PERFORM BY LEC WITH SUPPORT OF CM HAMPTON:			
3.0	3.0 LEC SELF-PERFORM GENERAL CONDITIONS		\$ 55,016
4.0	4.0 WATER CAMPGROUND		\$252,403
5.0	5.0 ELECTRIC CAMPGROUND		\$ 1,387,394
6.0	6.0 SEEDING		\$ 27,000
7.0	7.0 ROCK		\$ 220,972
8.0	8.0 SECURITY LIGHTING (CAMPGROUND/LOOP ROAD)		\$ 5,550
9.0	9.0 OUTDOOR ARENA SOUND/LIGHTING		\$290,000
10.0	10.0 FENCING & CAMPGROUND/BOUNDARY SIGNAGE		\$103,622
11.0	11.0 OUTDOOR STALLING		\$ 398,718
12.0	12.0 EMERGENCY EGRESS DRIVEWAY		\$ 22,500
13.0	13.0 WIRELESS SYSTEM ADDITION		\$ 12,500
14.0	14.0 GRANDSTAND TICKETING/ENTRANCE		\$ 85,000
15.0	15.0 OUTDOOR ARENA SEATING/CONCOURSE		\$ 932,723
16.0	16.0 RODEO ARENA		\$ 307,000
	TOTALS		\$6,619,718
	Project Contingency (2.5%)		\$430,282
	GRAND TOTAL		\$7,050,000
	less Rodeo Grant ending Jan 2020		\$3,000,000
	Remaining Project Budget		\$4,050,000

Excerpt NHSFR Lincoln Contract 10/6

LIST OF SPECIFICATIONS: ATTACHMENT A

Lancaster Event Center

For the 2020 and 2021 NHSFR, the Host agrees to provide the grounds, properties and facilities as shown on the attached plot plan. These grounds, properties and facilities will include, in addition to those provided for in the agreement, the following (provided without change by Host except as otherwise indicated) for both NHSFRs:

Housing	Host shall guarantee the availability of 1,250 full service camp sites having water, electricity and sewer hookups available at each camp site. Dry and Tent Camping will also be available. Additional housing will be guaranteed by the Lincoln CVB.
Stalls	700 – 10'x10' horse box-stalls of safe construction, 300 or more inside stalls and up to 400 outside stalls with covers.
Seating	5000 grandstand/bleacher seating (3400 seats covered, 1600 uncovered initially) for spectators at the timed event and rough stock arenas. 770 bleacher seating for spectators at the cutting arena. 330 bleacher seating for spectators at the reining cow horse arena. All grandstands/ arenas to have controlled access for ticket taking. Grandstands to be located in a manner approved by the NHSRA with VIP seating space.
Trade Show	117,000 square foot buildings with climate controlled space with a level and hard floor. Adequate outdoor exhibition space for overflow. Adequate utilities to conduct all trade show activities. Pipe and drape and tables and chairs will be provided for the Trade Show area.
Performance Arenas	<u>Rough Stock & Timed Events</u> – Timed Event Arena to be 125'-130' wide by 260'-265' long and to be positioned with main grandstand to meet current NHSRA approval. Both timed event chute boxes to be 10 feet. The barrel racing gate is to be in the exact center. Rough Stock Arena to be 120' wide by 250' long with 10 bucking chutes and four preparation chutes on each side for a total of 18 and to be positioned with main grandstand to meet current NHSRA approval. Both arenas set end to side with adequate livestock holding and staging pens all constructed of appropriate panels and/or fencing for the activities involved. The timed event arena will have roping equipment which will include a suitable chute with three lead up chutes, a herringbone sorting pen and two 10' wide by 16' deep boxes on each side of the chute. The barrel racing and pole bending entry gate(s) shall be in the exact center of the pattern as set out in the NHSRA rule book. Positioning, gating and suitability of all chutes, arenas and back

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pens will be subject to NHSRA approval. The Timed Event and Rough Stock Arenas MUST be adjacent to each other and both arenas must allow for good viewing from the grandstand.

Cutting - One arena 125' wide by 300' long with warm up area 115' x 95' immediately adjacent such that contestants warming up can view cattle and cutting competition. All constructed of appropriate panels and/or fencing for the activities involved. Positioning, gating and suitability of all arenas and back pens will be subject to NHSRA approval.

Reining Cow Horse - One arena 115' wide by 150' long with adequate warm up area located such that contestants warming up can view competition. Appropriate panels and/or fencing for the activities involved. Positioning, gating and suitability of arena will be subject to NHSRA approval.

All performing arenas to have lights, sound systems and announcer stands with full view of the arenas adequate to house announcers, timers, secretaries and their equipment during the performances. All arenas have wireless capability. Outdoor main performance arena announcer stands are air conditioned and dust proof.

Livestock Holding

Adequate livestock holding facilities all constructed of appropriate panels and/or fencing for the activities involved to house bulls, bucking horses, calves, steers and goats for the duration of each NHSFR to provide for the timed events and rough stock arenas. Adequate livestock holding facilities all constructed of appropriate panels and/or fencing for the activities involved to house steers for the cutting arena. Adequate livestock holding facilities all constructed of appropriate panels and/or fencing for the activities involved to house steers and calves for the timed events practice pen and to house steers for the cutting practice pen. Livestock pens will be located at the Host Site in such a manner to efficiently handle all rodeo livestock for the production of the NHSFRs. Water will be readily accessible to the pens and livestock water tanks will be available for stock contractors to place in all pens. All livestock will be housed on grounds in sufficient amount of space for the numbers needed. The exact number and size of pens needed will be provided to Host by the 2020 NHSFR mid-winter meeting of the NHSRA.

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Practice/Additional competition Arenas	2 timed event practice/additional competition pens, one to be approximately 100' x 200' and one to be 60' x 200', with suitable livestock management pens and chutes adequate for all activities. One cutting practice pen 100' x 125', and one RCH practice to be the same as the RCH performance arena. Practice and warm up to be in the same pen for all above arenas.
Shooting Sports	Safe shooting range(s) adequate to conduct a trap and light rifle competition with approximately 500 participants over a four day period. Ranges to be provided without charge.
Parking	Parking spaces at no cost to accommodate all spectators plus workers, staff and sponsors. Host to provide reserve parking spaces to NHSRA as specified in agreement. Host reserves right to create reserved parking spots for sponsors or to sell with reserved seating.
Information booth	1 - 10'x10'
Small meeting areas	1-14'x20' air conditioned rooms with tables and chairs adequate to accommodate at least 20 people.
Large meeting areas	1-14'x50' air conditioned rooms with tables and chairs adequate to accommodate at least 100 people.
NHSRA office	Air conditioned 30'x36' area with all required furniture for general reception, staff office area, 2 meeting areas - one capable of accommodating 20 people (<i>Executive Committee meeting room</i>) and one capable of accommodating 30-50 people (<i>the break-room</i>) and adjacent area to display standings. This area is lockable and has 4 telephone lines, internet connection, electricity, lighting and bathroom facilities.
Dance area	Dance area suitable to accommodate 1,600 with controlled access and adequate seating.
Food concessions	An area suitable for food concessions within easy access of contest viewing areas, rough stock, timed event, cutting and reining cow horse arenas and trade show.
Bathrooms and showers	Adequate bathrooms and showers available to service all camping spaces provided. Adequate bathroom facilities to service all spectator areas, trade show areas and office & meeting areas.
First aid	An area for a first aid station with all appropriate utilities for this activity.

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Veterinarian	An available area for a veterinarian and the provision of services.
Grounds crews/Grounds equipment	An area to house equipment and personnel to address and service NHSFR needs such as operational, carpentry, welding, electrical, sound, plumbing and mechanical. Equipment included are tractors, skid loaders, other loaders, backhoes, ladders, high lifts, trucks, dump trucks, trailers, and various hand tools. Also at least three (3) tractors, (four (4) if one (1) cannot service both the rough stock and timed event arena) with arena grooming implements will be available as needed. An acceptable animal ambulance will be available as needed to convey injured animals from the arenas to the injured and sick animal area. It is a slide or very low clearance conveyance with cover.
Garbage removal	Adequate garbage containers with removal services throughout the duration of the NHSFR.
Waste removal	Adequate areas for the deposit of waste from stalls and trailers as trailers arrive.
Ice, bedding and feed	An area to house a Vendor(s) of ice, bedding and feed
Injured or sick animal	A covered holding area isolated from other animals and the public for sick and injured animals.
Press and media	An area sufficient to set up a media and press coverage headquarters with air conditioner, phone line and other required utilities.
Golf cart vending area	An area to vend and service a golf cart vendor with at least 750 golf carts.
Trailer parking	Adequate parking area for contestants and personnel to drop an average of approximately 150 trailers that are not used as living quarters during the 2020 and 2021 NHSFR.
Protesters	An area for protesters as required by Nebraska law.
Queen pageant/Talent show	An air conditioned auditorium with stage, sound, lights and adequate seating for a minimum of 650 spectators.
Crisis Basket	60'x100' air conditioned area for display of baskets and crisis basket administration.
Foundation Auction	An air conditioned area for display of auction items, auction administration and conducting of the auction with adequate seating for at least 100 people.

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Horse/contestant Check-in	Host to staff and manage to NHSRA requirements. Contestant check in begins at 12:00 noon on the Thursday before the first performance and continues until 7:00 a.m. Sunday prior to the first performance. Check-in is open 24 hours and with the ability to form in at least 2 and up to four lanes as they arrive. Minimum of 3-10'x14' covered areas for 1) contestant check-in, 2) horse check-in and stalling and 3) camping check-in and services. These areas have electricity, lights, and ability to store cool refreshments and have restrooms and air conditioned space within a reasonable distance.
Sponsor Hospitality	An air conditioned area with viewing of the two main arenas for sponsor hospitality with facilities to allow catering of food and refreshments.
National Awards	30'x30' area for display and dispersal of national awards immediately following the final performance.
Pumping services	For campground, sewer pumping services shall be available if needed as well as water delivery shall be available if needed.
Recreation	Adequate facilities to conduct contestant volleyball tournament that will include a minimum of 4 regulation courts.
Access/tickets	Spectator viewing areas, dance and talent show areas have controlled access. All spectators excluding contestants and approved personnel are required to have a ticket and adequate ticket taking personnel and controls shall be available for each performance.
Electrical Connections	As needed.
Light Towers	Supplemental lighting for livestock and parking lots.

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ADDENDUM

THIS ADDENDUM, is entered into this 31st day of March, 2017, by and between the Lancaster County Agricultural Society, Inc d/b/a Lancaster Event Center, a Nebraska non-profit corporation (the "HOST") and the National High School Rodeo Association, Inc, a South Dakota non-profit corporation (the "NHSRA").

WHEREAS, HOST and NHSRA have, on this date, entered into the 2020 & 2021 NHSFR Agreement (the "Agreement") providing the National High School Finals Rodeo (the "NHSFR") to be conducted at the Lancaster Event Center (the "HOST Site") during the calendar years 2020 and 2021; and

WHEREAS, the parties to the Agreement are desirous of supplementing provisions of the Agreement to address the respective responsibilities of the parties relating to taxes imposed or prizes awarded as the result of conducting raffles and lotteries in conjunction with the NHSFR;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

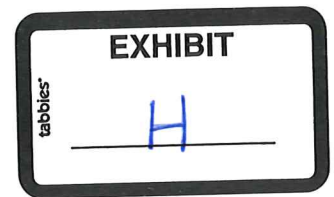
1. HOST's Reimbursement Obligations Relating to Nebraska Taxes. HOST shall reimburse NHSRA and NHSRA Foundation for all Nebraska and other local taxes incurred by NHSRA and NHSRA Foundation as a result of lottery/raffle or auction fundraising activities, with the sole purpose of raising scholarships, conducted in Lincoln, Nebraska during the NHSFR. The tax reimbursement by HOST shall equal the dollar amount of tax paid by NHSRA and NHSRA Foundation as reflected on tax returns or other reports timely filed with the Nebraska Department of Revenue or other applicable local taxing authorities relating to lottery/raffle and auctions conducted at the NHSFR. All reimbursement payments as provided herein shall be tendered within thirty (30) days following HOST receiving proof of taxes paid as provided herein.

2. HOST's Reimbursement Obligation Relating to Nebraska 65% Lottery/Raffle Proceeds Laws. HOST and NHSRA acknowledge that under applicable Nebraska gaming laws, no less than sixty-five percent (65%) of all lottery/raffle proceeds must be paid out to a winning lottery/raffle participant unless lottery/raffle special permit can be obtained exempting the 65% prize payout requirement. HOST agrees that it shall reimburse NHSRA Foundation for the reduction of fundraising proceeds incurred by NHSRA Foundation as a result of receiving less than fifty percent (50%) of the proceeds from t "50/50 Raffles" conducted in Lincoln, Nebraska in conjunction with the NHSFR. If the

3. All remaining provisions of the Agreement are hereby ratified and confirmed by the parties hereto.



**Lancaster County
CAO Recruitment DRAFT Schedule**



Date	Topic
Weeks of July 15 or 22, 2019	Travel to Lancaster County for Stakeholder Interviews
August 5, 2019	Post Profile and Start Advertising
August 14, 2019	Send Direct Mail
September 8, 2019	Application Closing Date
Weeks of September 9 & 16, 2019	Prothman screens applications & interviews top 8 - 15 candidates
Week of September 23 - 27, 2019	Work Session to review semi-finalists and pick finalist, and design final interviews
Week of October 14 - 18, 2019	Final Interview Process, may include an evening reception and next day interviews

This supports a November 18 or 25 start date