

ORIGINAL

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 CITY OF LINCOLN**, a municipal corporation, hereinafter referred to as "**Grantee**".

WITNESSETH:

WHEREAS, the Grantee's primary purpose is to operate visitor attractions and Grantee is owned by the public or a non-profit organization; 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 development of a recreational trail in conjunction with the Grantee's Prairie Corridor on Haines Branch Project, as described in Attachment "A", attached hereto and hereby incorporated by this reference. Proceeds from this Grant can only be expended on the recreational trail, and cannot be used to fund other purposes of the Prairie Corridor Project.

2. Scope of Services: The Grantee agrees to complete the project and duties described in Paragraph 1.

3. Grant: In order to assist the Grantee in financing the cost of the project described in Paragraph 1 above, the Sponsor shall make a Grant in the amount of \$60,000, payable in three (3) annual installments of \$20,000, beginning in Lancaster County's FY 2012-2013, and the last installment in FY 2014-2015. This Grant is specifically conditioned on the award of a grant from the Nebraska Environmental Trust to the Grantee for the Prairie Corridor on the Haines Branch in the amount of \$300,000 per year for three (3) years, totaling \$900,000. If the Grantee does not receive the \$900,000 grant from the Nebraska Environmental Trust then this grant from the County visitor Improvement Fund shall be null and void.

4. Term: The term of this Grant Contract shall be for a period from October 1, 2012 through June 30, 2015. 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 returned to Sponsor and placed in the Lancaster County Visitor Improvement Fund.

5. 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. Said project budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Sponsor.

6. Payment of Grant: Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit a claim or claims to the Sponsor in accordance with the provisions for the following reimbursement schedule or at such times as indicated therein:

7. Audit and Inspection: Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the grant and project provided herein.

8. 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.

9. Sponsor Not Obligated to Third Parties: Sponsor shall not be obligated or liable hereunder to any party other than the Grantee.

10. 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.

11. Nonperformance: In the event the Grantee fails to complete the project outlined in Attachment "A" or fails to meet any of the requirements outlined in this 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. Grantee shall be liable to Sponsor for immediate repayment of any unauthorized expenditure of Grant Funds.

12. 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.

13. Use of Grant Funds: In the event that Visitor Improvement Grant Funds run out or are not available, this Grant Contract shall become null and void.

14. Independent Contractor: It is the express intent of the parties that this Agreement 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 Agreement, shall be deemed to be independent Contractor(s) during the entire term of this Agreement 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 Agreement. 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 Agreement. It is the express intent of the parties that this agreement 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 Agreement 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 carry insurance in the following kinds and minimum limits:

(a) Workers' Compensation Insurance: Grantee shall purchase and maintain during the term of this Agreement, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

(b) General Liability Insurance: Grantee shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the Sponsor against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Grantee or any one

directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence

(c) Automotive Liability:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
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The Grantee shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the Sponsor with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

17. Employee Verification: In accordance with Neb. Rev. Stat. §4-108 through §4-114, Contractor 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.A 1324b. Grantee shall require any subcontractor to comply with the provisions of this section.

EXECUTED by Grantee this _____ day of _____, 2012.

THE CITY OF LINCOLN,
A municipal Corporation, Grantee.

Witness

BY: _____

Title: _____

EXECUTED by Sponsor this _____ day of _____, 2012.

APPROVED AS TO FORM THIS
____ day of _____, 2012.

LANCASTER COUNTY, NEBRASKA
A Political Subdivision, Sponsor

BY: _____
for Joe Kelly
Lancaster County Attorney

BY: _____
Deb Schorr, Chairperson
Lancaster County Board of Commissioners



Parks and Recreation Department
Lynn Johnson, Director
2740 "A" Street
Lincoln, Nebraska 68502

402-441-7847
fax: 402-441-8706
"Making Lincoln a Better Place to Live"



MAYOR CHRIS BEUTLER

lincoln.ne.gov

July 18, 2012

Lancaster County Commissioners
County-City Building
555 South 10th Street, Room 110
Lincoln, Nebraska 68508

**RE: Funding Request for Prairie Corridor on Haines Branch
Lancaster County Visitors Improvement Fund**

Dear Commissioners:

This letter is to request that the County Board consider allocating \$60,000 of Visitor Improvement Fund revenues to be used over a 3-year period for ecotourism related to the Prairie Corridor on Haines Branch (see attached map). The request relates to a cooperative effort being led by the Lincoln Parks and Recreation Department to apply for a grant from the Nebraska Environmental Trust (NET) for \$300,000/yr over three years, for a total of \$900,000 for the Prairie Corridor on Haines Branch. The Prairie Corridor will link Pioneers Park and Spring Creek Prairie, two of Lancaster County's most valuable resources for tall grass prairie and environmental education. The vision is to preserve and enhance prairie and riparian habitat areas, provide a trail connection to promote ecotourism and education, and support the preservation and restoration of one of southeast Nebraska's most valuable resources—tall grass prairie.

The Prairie Corridor is an opportunity to celebrate our natural heritage and to build on the unique sense of place we enjoy here in Lincoln and Lancaster County. It also offers important economic opportunities: the Nebraska Natural Legacy Project notes that several of the state's top tourist attractions are outdoors in nature and provide conservation, education and recreation opportunities. Today, Pioneers Park has over 400,000 visitors annually, and Spring Creek Prairie receives at least 10,000 visitors a year. The Prairie Corridor will build on these outstanding resources, highlighting the vision of Lincoln as the "Prairie Capital" and connecting the urban and rural areas of the county through the Village of Denton.

Identifying Visitor's Improvement Funds for the Prairie Corridor represents an opportunity to leverage significant additional funds and develop a public-private partnership to carry this project forward. At the present time, we either have secured or anticipate receiving matching

funds (or in-kind services as noted) from the following agencies and organizations, potentially representing about 15 different partners with the County:

- City of Lincoln
- Lower Platte South NRD
- Village of Denton
- Nebraska Game and Parks Commission
- Spring Creek Prairie Audubon and Wachiska Audubon
- Prairie Plains Resource Institute and Nebraska Land Trust (In-kind services)
- Great Plains Trails Network
- Multiple private foundations

Visitor Improvement Funds would be used for development of the Prairie Corridor, which could include trail and trail corridor development, signage, planting of native grasses and wildflowers, prairie management, restorations and enhancements to the riparian corridor and wetlands.


We understand that in accordance with past practice, the Commission may forward this funding request to the Visitors Promotion Committee (VPC) for its consideration at the VPC's August 20th meeting. Please note that we are prepared to present this request to the VPC at that meeting, if the Commission is so inclined. We also understand that the VPC will have a request on its August meeting agenda from Spring Creek Prairie for prairie exhibits. We believe these are mutually beneficial applications that will support one another in a very positive way.

We have no doubt that the County's partnership and financial participation in the project would significantly strengthen our NET application, which is due on Tuesday, September 4 (the day after Labor Day). Thus, if the Commission is inclined to refer this request to the VPC and the VPC does recommend funding, we would respectfully request that the Commission consider that recommendation before that September 4th deadline.

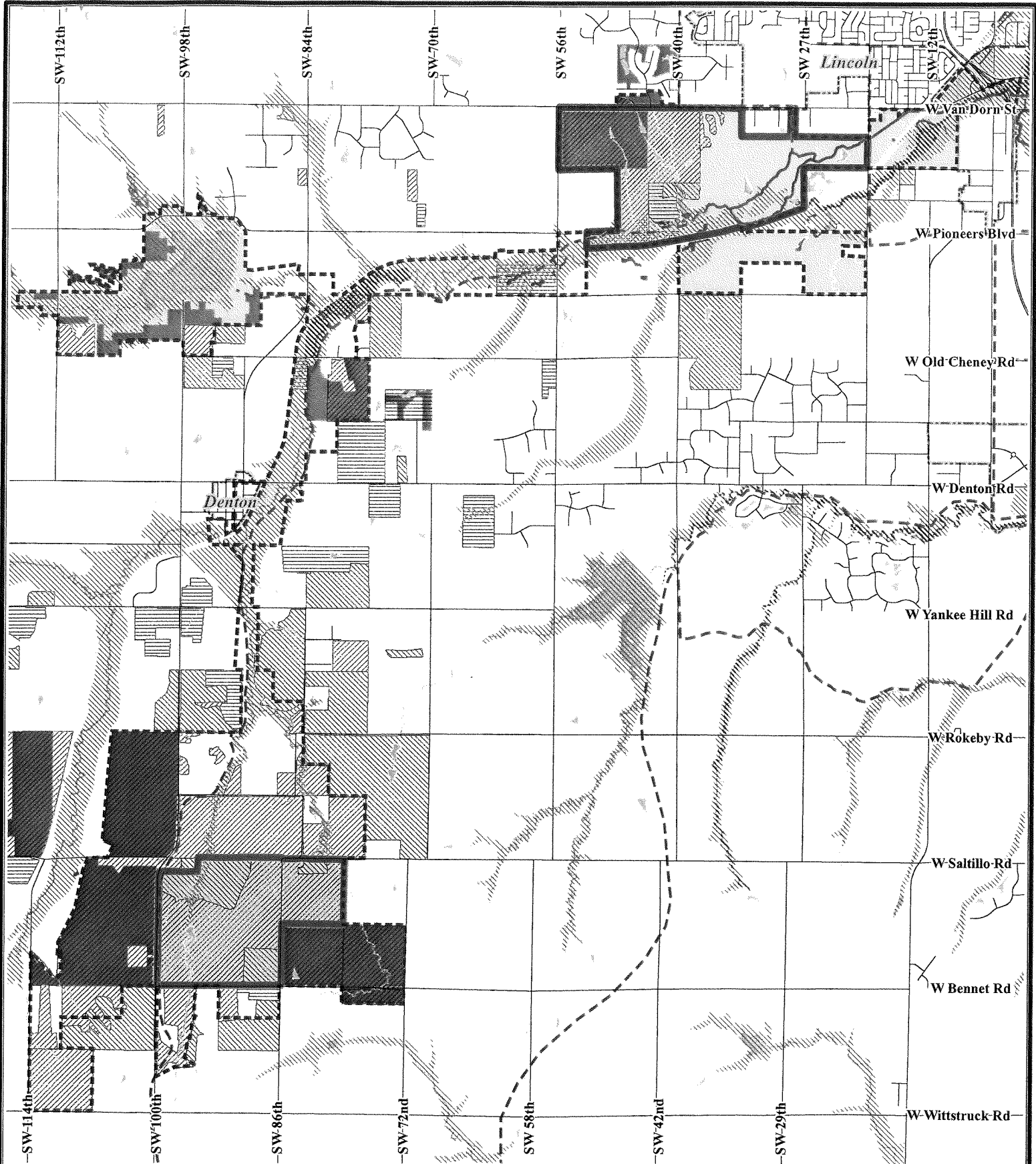
Please also note that we are available at the Commission's convenience to more fully discuss the project. I can be reached at 441-8265 or ljohnson@lincoln.ne.gov. You can also contact Nicole Fleck-Tooze at 441-6363 or ntooze@lincoln.ne.gov, with any questions you may have.

Thank you for your consideration.






Sincerely,







Lynn Johnson
Lincoln Parks and Recreation Director





Cc: Jeff Maul – Executive Director, Lincoln Convention and Visitors Bureau



PRAIRIE CORRIDOR ON HAINES BRANCH

-  Prairie Corridor
-  Pioneers Park
-  Spring Creek Prairie
-  Public Or Conservation Ownership
-  Known Conservation Esmts

-  Wetlands
-  Virgin Prairie
-  Native Seeding
-  Pasture
-  Corporate Limits

-  Floodway
-  100 Year Floodplain
-  Existing Trails
-  Future Trails

