

INTERLOCAL COOPERATION AGREEMENT

SALINE WETLANDS

This Cooperation Agreement (“Agreement”) is made and entered into on this ___ day of _____, 2006, by and between the City of Lincoln, Nebraska, a municipal corporation (“City”), the Nebraska Game and Parks Commission, an agency of the State of Nebraska (“Commission”), and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska ("NRD").

WHEREAS, all parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, all parties have an interest in the management of Nebraska’s wildlife habitat and the wildlife resource; and

WHEREAS, the parties agree that habitat in Nebraska, particularly the rare and unique Eastern Nebraska Saline Wetlands, need to be properly protected, restored, and managed on both public and private lands; and

WHEREAS, in 2005, the City obtained a Nebraska Environmental Trust grant for the Eastern Saline Wetland Project ("Project"). The parties to this Agreement will supply matching cash funds to acquire rights in Eastern Nebraska's Saline Wetlands and to employ a project coordinator; and

WHEREAS, the parties desire to continue the Saline Wetland Conservation Partnership (“SWCP”) in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. Purpose.

The Purpose of this Agreement is to further the interests of the SWCP as a cooperative exercise of authority among the parties without creating a separate joint entity and employ a coordinator for the Project. This Agreement provides a mechanism for the cooperative development, administration, implementation, management, and evaluation of the “Implementation Plan for the Conservation of Nebraska’s Eastern Saline Wetlands.” (Attachment A)

2. Duration.

This Agreement shall continue for a term of three (3) years, beginning on the 1st day of March 2006, and terminating on the 28th day of February 2009.

3. City’s Responsibilities. The City shall:

- a. Employ and supervise a coordinator during the term of this Agreement. All parties shall participate in the selection process of the coordinator; however, the City retains the final hiring approval.
- b. Review, annually by January 15th, the administration, development, implementation, management, and evaluation of the SWCP and produce a written report of the review process.
- c. Contract with affiliated parties, agencies, entities, and consulting firms to promote the goals of the SWCP.
- d. Be responsible for all obligations whatsoever which may occur or be required by Nebraska Workers’ Compensation laws, tax law, or insurance laws in connection with the employment of the coordinator. The City shall hold harmless and indemnify the Commission and NRD against any loss, expense, damage, claim or suit relating to any workers’ compensation liability in the employment of the coordinator, except when any loss, expense, damage, claim or suit is caused by the negligence of the Commission and/or NRD.
- e. Reimburse the NRD annually in the amount of \$2,000 for the expenses associated with providing office space and meeting space, equipment and supplies for the coordinator.

- f. Provide all other parties annually, on or about January 15th, a summary of accomplishments of the coordinator and an itemized expense list associated with employment of the coordinator.

4. The Coordinator.

- a. The coordinator shall be an employee of the City and shall neither be nor represented to be an employee of either the Commission or NRD.
- b. The coordinator's duties are described in Attachment C, which include working in conjunction with the Steering Committee.

5. NRD Responsibilities.

The NRD shall provide office and meeting space, equipment and supplies for the coordinator as needed in order that the coordinator may fulfill his or her duties as described in Attachment C.

6. All parties' responsibilities. The parties shall:

- a. Not discriminate in employment of the coordinator on the basis of race, color, religion, sex, disability, or national origin.
- b. Have in place, during the term of this Agreement, a Drug Free Workplace Policy stating that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace is prohibited.
- c. Work cooperatively for the purposes of promoting the conservation of Eastern Nebraska's Saline Wetlands.
- d. Agree to provide the dollar amount specified in the payment schedule (Attachment B) to the City as reimbursement for expenses associated with employing the coordinator. That expenses incurred by the coordinator in performance of duties payable upon consent of all parties.
- e. Responsible for its pro rata share of any debts incurred by the City in the normal administration, development, implementation, management, and evaluation of SWCP.

7. **Terms.**

- a. To the fullest extent permitted by law, the parties shall indemnify defend and hold harmless each of the other parties, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the party or the party's employees, or anyone directly or indirectly employed by the party, or anyone for whose acts any of them may be liable. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of any party or qualified immunity of its employees or agents.
- b. Share equipment for the management of all publicly owned areas within the eastern saline wetlands complex as determined necessary and mutually agreed upon.
- c. If one or more of the parties lacks sufficient funding for this project, each party has the right to terminate this Agreement. Each party shall be responsible for its share of accumulated costs of the project up to the time of termination. The terminating party must give all other parties a ninety (90) day notice before termination becomes effective.
- d. Upon termination of this Agreement, all personal property and support equipment used in the management of property within the eastern saline wetlands shall be divided as nearly as possible in portion to the funds provided according to this Agreement. If some or all of such property is not divisible, the City, NRD, or Commission shall have the option to acquire it by paying one or both of the other parties the then market value of the property reduced by the proportional amount of the other party's original purchase contribution.

8. **Steering Committee.** The business and affairs of SWCP shall be conducted by the Steering Committee as follows:

- a. Each party shall be a member of the Steering Committee of SWCP and shall appoint a representative from either its governing body or administrative staff to act on behalf of each party at any meeting of the Steering Committee. The following officers are hereby appointed by each party as Project Officers:
 - (1) City: Terry Genrich, 2740 A Street, Lincoln, Nebraska 68502 (402) 441-7939 or another employee as designated by the City of Lincoln.
 - (2) Commission: Ted LaGrange, P.O. Box 30370, Lincoln, Nebraska 68503 (402) 471-5436 or another employee as designated by the Commission.
 - (3) NRD: Dan Schulz, P.O. Box 83581, Lincoln, Nebraska 68501 (402) 476-2729 or another employee as designated by the NRD.
- b. Representatives of all parties of this project will meet to develop the wetland conservation plan, create job descriptions, and review costs of the project. This committee will also recommend a coordinator for the City to hire.
- c. The Steering Committee shall make recommendations to the City in regards to contracting with an affiliate party to further the goals of SWCP.
- d. A representative of an affiliated party shall be appointed to the steering committee and shall be entitled to the same rights and responsibilities as the representatives for the City, Commission, and NRD.

9. Acquisition of land.

Any purchase of conservation easements and titles in fee simple of wetlands shall be made subject to the recommendation of the Steering Committee. The title to real property interests may be held by one or more of the parties to this Agreement subject to the recommendation of the Steering Committee and the consent of the party or parties which are to hold title.

10. Amendments.

This Agreement may be renewed, extended, or amended by mutual written consent of all the parties.

11. Statement of Law.

This Agreement shall be subject to the laws of the State of Nebraska & ordinances of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF LINCOLN, NEBRASKA,
A municipal corporation,

DATED: _____

BY: _____
Coleen J. Seng, Mayor, CITY OF LINCOLN, a
political subdivision

DATED: 2/17/06

BY: Kirk Nelson
Kirk Nelson, Assistant Director
NEBRASKA GAME AND PARKS COMMISSION, a
political subdivision

DATED: 2-16-06

BY: Glenn Johnson
Glenn Johnson, General Manager
LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, a political subdivision

06R-74

ATTACHMENT "A"

"Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands" (Attachment "A" to the Interlocal Cooperation Agreement Saline Wetlands) is on file with the City Clerk.

ATTACHMENT B

PAYMENT SCHEDULE

Saline Wetland Coordinator Position

DATE	CITY	COMMISSION	NRD	Lancaster County
August 2006	\$25,000	\$25,000		
February 2007			\$25,000	\$25,000
August 2007	\$25,000	\$25,000		
February 2008			\$25,000	\$25,000
August 2008	\$25,000	\$25,000		
February 2009			\$25,000	\$25,000

ATTACHMENT C

POSITION: Grant Coordinator II (Natural Resources Coordinator)

EMPLOYEE: _____

PRIORITY LEVEL

RESPONSIBILITIES

ACTIONS NECESSARY TO MEET RESPONSIBILITIES

ESSENTIAL

- | | | |
|-----------------------|--|---|
| <p>10 pts.</p> | <p>1. Responsible for developing and coordinating natural resource projects such as the E. Saline Wetland Project.</p> | <p>1.a. Provides leadership in developing and implementing natural resource plans such as the E. Saline Wetlands Plan.
 1.b. Responsible for seeking information on property, negotiating and acquiring natural resources and buffer areas identified according to established priorities for acquisition.
 1.c. Works with other agencies and organizations involved in resource protection, being able to identify with people, building effective relationships with farmers, scientists, government representatives, community leaders, elected officials, corporate representatives and volunteers.
 1.d. Works independently resolving problems or in consultation with the supervisor to solve unusual or complex problems.
 1.e. Develops, directs and manages multiple projects, creates and follows timelines, and flexible to make changes as needed.
 1.f. Communicates effectively both orally and written with the project team, subordinates and others involved in this and related projects.</p> |
| <p>8 pts.</p> | <p>2. Responsible for implementing the conservation plan for natural resource projects such as the E. Saline Wetlands projects.</p> | <p>2.a. Assess land acquired and initiates management plan for parcel based on technical information on each parcel and following all federal, state and local regulations.
 2.b. Oversees contracts for research and restoration work related to natural resource projects.
 2.c. Coordinates efforts of other agencies and organizations involved with natural resource protection including the saline wetland and related fauna and flora protection.
 2.d. Supervises subordinates including volunteers providing motivation, leadership and management abilities.
 2.e. Makes recommendations on needed/desired changes to the conservation plan.</p> |
| <p>6 pts.</p> | <p>3. Develops broad based community support for the project to achieve short term and long range goals for natural resource protection.</p> | <p>3.a. Conducts educational seminars and programs for the public on the importance and value of various natural resources.
 3.b. Conducts periodic public forums on the progress of the project and to provide information as needed.
 3.c. Develops promotional and educational material on the importance of saline wetland and about the program.
 3.d. Acts as a resource to others to solve problems.</p> |
| <p>6 pts.</p> | <p>4. Assists with budget development as well as assists with seeking additional funds.</p> | <p>4.a. Monitors the budget staying within the amount provided by funding sources.
 4.b. Negotiates and contracts with vendors.
 4.c. Accounts for all funds spent on acquisition as well as operating expenditures, following established guidelines and procedures.
 4.d. Assists in seeking additional funds through grants, other agencies and private donations.</p> |