

15R-131

Introduce: 6-15-15

RESOLUTION NO. A- 89056

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the Interlocal Agreement between the Nebraska Game and Parks Commission
3 and Lower Platte South NRD for the Saline Wetlands Conservation Partnership, upon the
4 terms and conditions set out in the Agreement which is attached hereto marked as
5 Attachment "A", is hereby approved and the Mayor is authorized to execute the same on
6 behalf of the City of Lincoln.

7 The City Clerk is directed to transmit an executed copy of the Agreement to Lynn
8 Johnson, Lincoln Parks and Recreation Department.

6/25
all

Introduced by:

Levin Gaylor Baird

AYES: Camp, Christensen,
Eskridge, Fellers, Gaylor Baird,
Lamm, Raybould; NA YS: None.

Approved as to Form & Legality:

Jeffery R. Whizpatuk
City Attorney

Approved this 24th day of June, 2015:
Chris B...
Mayor

ADOPTED
JUN 22 2015
BY CITY COUNCIL

INTERLOCAL COOPERATION AGREEMENT
SALINE WETLANDS

This Cooperation Agreement (“Agreement”) is made and entered into as of the date the Agreement is fully executed below, 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 2012, 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 Saline Wetlands and to employ a project coordinator (“Coordinator”); and

WHEREAS, in 2015, the City will apply for another Nebraska Environmental Trust grant for the Project with the parties to this Agreement to supply matching cash funds, which grant may or may not be awarded in 2016, and the terms of this Agreement will be dependent upon a future Nebraska Environmental Trust grant, or other grants, being awarded within the duration of this Agreement; 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 four (4) years, beginning on the 1st day of July 2015 and terminating on the 30th day of June 2019.

3. **City’s Responsibilities.** The City shall:

- a. Employ and supervise the 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. Contract with affiliated parties, agencies, entities, and consulting firms to promote the goals of the SWCP.
- c. 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.
- d. 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.
- e. Provide all other parties annually, on or about April 1st, a summary of the implementation and management of the SWCP, accomplishments of the Coordinator, and an itemized expense list associated with employment of the Coordinator.

- f. City shall provide automobile liability insurance for NRD staff driving City vehicles involved in activities related to the Project. NRD shall indemnify, defend and hold harmless City for any claims, damages or losses related to the use of City vehicles as provided in paragraph 7 herein. Interns shall not be permitted to drive City vehicles except as allowed by written agreement. The parties shall comply with City's Administrative Regulation No. 9, including motor vehicle record checks as required, for use of City vehicles.

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 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. The expenses incurred by the Coordinator in performance of duties will be payable upon consent of all parties.

- e. Be 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. The parties shall share equipment and staff for the management of all publicly owned areas within the Eastern Nebraska Saline Wetlands as determined necessary and mutually agreed upon.
- c. The parties shall share expenses associated with research projects as determined necessary and mutually agreed upon.
- d. The parties shall share expenses associated with land acquisitions and land management activities, including costs for land appraisals and supplies for land management activities other than equipment.
- e. If one or more of the parties lacks sufficient funding for this Project, each party has the right to terminate this Agreement. This shall include termination in the event that the NET grant for 2016 is not awarded to the City. 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, to the extent possible, before

termination becomes effective. Any of the parties has the right terminate this Agreement if the other party or parties fail to perform as required by this Agreement, provided thirty (30) days written notice is provided of the failure to perform.

- f. Upon termination of this Agreement, all personal property and support equipment used in the management of property within the Eastern Nebraska 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: Nicole Fleck-Tooze, 2740 A Street, Lincoln, Nebraska 68502 (402) 441-8263 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. The Steering 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.

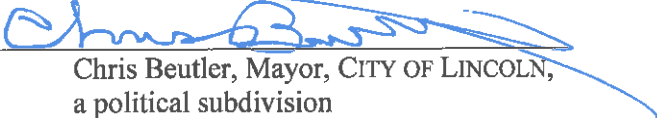
9. **Acquisition of land.** Any purchase of conservation easements and titles in fee simple of wetlands, and associated uplands shall be made subject to the recommendation of the Steering Committee. The title to real property interests may be held by one or more of the parties to this Agreement subject 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 and ordinances of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

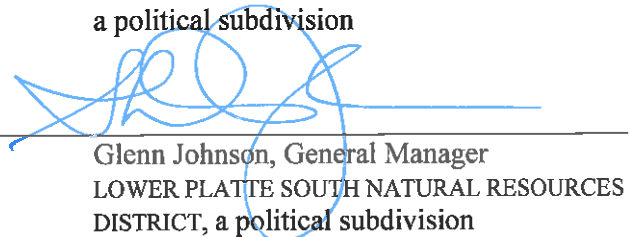
DATED: 6-24-15

BY: 
Chris Beutler, Mayor, CITY OF LINCOLN,
a political subdivision

DATED: 5/28/15

BY: 
Tim McCoy, Deputy Director
NEBRASKA GAME AND PARKS COMMISSION,
a political subdivision

DATED: 6/17/15

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