

*Interlocal Agreement  
Folsom Zoo -- Science Focus Program*

THIS AGREEMENT, dated this 30th day of June, 1997, is made by and between Lancaster County School District 001, a/k/a Lincoln Public Schools, a political subdivision and school district under the laws and statutes of the State of Nebraska ("LPS"), Folsom Children's Zoo and Botanical Gardens, a Nebraska nonprofit corporation ("Folsom Zoo"), and the City of Lincoln ("City") and is made with reference to the following:

A. LPS studied the possibility of creating a specialty focus high school as a means of providing an additional educational opportunity for some of its students. LPS is interested in establishing such a school on the grounds of Folsom Zoo (the "Science Focus Program" or "SFP") and to operate the SFP in cooperation with the Folsom Zoo.

B. One of the purposes of Folsom Zoo is to provide educational opportunities for members of the community. Folsom Zoo and the City of Lincoln are willing to provide space on its grounds to locate the SFP and to cooperate with LPS in the operation of the SFP. Under the Interlocal Cooperation Act (§ 13-801, et. seq.) all expenditures hereunder by LPS under this Agreement shall be Interlocal Cooperative Act expenditures.

C. The parties intend that the creation and operation of the SFP shall be accomplished without any monetary contribution by or indirect cost to Folsom Zoo or the City.

NOW, THEREFORE, subject to the terms and conditions contained in this Agreement, LPS, Folsom Zoo and the City agree as follows:

1. Location of Buildings. Folsom Zoo shall provide sufficient space on its property to enable LPS to locate three portable buildings (six classrooms) on the site to be used in conjunction with the SFP. The location of the site is identified on the attached Exhibit A. LPS shall be responsible for all costs and expenses associated with their portable buildings, including without limitation:

- A. Pay for all expenses associated with the Folsom Zoo's architect siting the LPS portable buildings on the property;
- B. Purchase and install the buildings on the site;
- C. Connect the buildings to utilities in such a manner as to allow separate metering for all utilities used in the LPS portable buildings;
- D. Paint and landscape the buildings; provided, however, LPS shall do so consistent with Folsom Zoo's specifications so as to blend the buildings with the Folsom Zoo's environment;
- E. Construct an entrance to the SFP to be used by students and staff which is separate from the entrance to the Folsom Zoo. The parties anticipate that the entrance will be constructed off of the bike path which runs along the west side of the Folsom Zoo.

Nothing contained in this Agreement shall be construed to grant to LPS any permanent rights to or interest in the property on which the LPS portable buildings are located, including any leasehold interests. The space provided by Folsom Zoo and the City shall be used by LPS solely for the purpose of operating the SFP.

2. Program Administration. LPS and Folsom Zoo shall each assign or designate a "Program Administrator" to provide for program administration and operations under this Agreement. This

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Agreement, all SFP operations and user fee calculations shall be administered and interpreted by the program administrators acting jointly.

3. Term. This Agreement shall commence on August 1, 1997 and continue until June 15, 1998; provided, however, LPS shall have access to the site prior to the commencement of the term to install the LPS portable buildings to be used by the SFP. This Agreement shall automatically renew from year to year for an additional one year term with dates corresponding with the original term unless the Folsom Zoo or the City by no later than the last business day of February 1998 or the last business day of February of each year thereafter provides written notice to LPS that the Agreement is being nonrenewed and terminated at the end of its current term. In the event this Agreement is terminated, LPS shall be responsible for all costs associated with removing the buildings from the Folsom Zoo grounds and returning the property to a condition consistent with the condition of the property at the time of initial installation.

4. User's Fee. In consideration for providing access to the site at the Folsom Zoo, for providing Folsom Zoo personnel to assist periodically with classes at the SFP, for increased incidental costs associated with the SFP, and general wear and tear on the Folsom Zoo's property, LPS shall pay to Folsom Zoo an annual fee not to exceed \$12,500 payable at the end of the term. The user's fee shall be reduced by an amount equal to any increased revenues or benefits directly attributable to the presence of the SFP on the site as determined by the program administrators at the end of each term; provided, however, if the increased revenues or benefits directly attributable to the presence of the SFP exceed the user's fee, Folsom Zoo shall not be obligated to pay such excess to LPS. As further consideration for this Agreement, LPS shall acquire for the Discovery Classroom located at the Folsom Zoo 120 stacking chairs for the use of both LPS and Folsom Zoo and shall further acquire a 2-way radio system which is compatible with Folsom Zoo's current system to insure efficient and safe communications between Folsom Zoo and the SFP. The 120 stacking chairs and 2-way radio systems shall remain the property of LPS in the event this Agreement is terminated, and the costs of these items will be considered in reduction of the user fee.

5. Operation of SFP. LPS shall be responsible for all costs and expenses associated with the maintenance, repair and operation of the LPS portable buildings and their immediately surrounding area, including without limitation all janitorial and services and utility costs associated with the LPS portable buildings. LPS shall further be responsible for cleaning, maintaining and repairing, to the extent necessitated by SFP use, the bathrooms in Zooville Square during the time that the SFP is in session and, if necessary, to pay for all costs (except heating, as heating is already being provided, and except utility costs and maintenance of furnaces) associated with making such bathrooms available for off season use by the SFP. LPS shall further be responsible for all snow removal to provide access to the school and any area of the Folsom Zoo where the students or staff will need access, including without limitation any areas used by students and staff for parking.

LPS shall further be responsible for the control of litter and any other increased maintenance which may occur in the parking areas used by the students and staff.

6. Reciprocal Use of Buildings and Facilities. The parties acknowledge and agree that without any additional costs or expense LPS and Folsom Zoo shall have the right to use each other's facilities located at the Folsom Zoo for their programs and operations; provided, however, Folsom Zoo shall have

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first priority to use its facilities and LPS shall have first priority to use the SFP facilities; and provided further, that students and staff of the SFP shall not have access to the Folsom Zoo's animal collection unless accompanied by an employee of Folsom Zoo or unless they have received prior consent from Folsom Zoo. The program administrators shall be responsible for coordinating the use of each others facilities. It is acknowledged that the summer utility costs attributable to Folsom Zoo's use of LPS portable buildings shall offset any user fee due from LPS to Folsom Zoo under this Agreement.

7. Use of Zoo Personnel. The parties contemplate that Folsom Zoo personnel will periodically be used to supplement the instruction at the SFP; provided, however, that such personnel's primary responsibility shall first be to perform their regular duties for Folsom Zoo. Folsom Zoo shall designate one staff member to be responsible for coordinating LPS' use of Folsom Zoo personnel and all requests for Folsom Zoo staff time shall be directed to that individual.

8. Security. LPS will only have access to Folsom Zoo property for the SFP when Folsom Zoo's staff are on duty.

9. Parking. All students and staff of the SFP shall park in areas designated by Folsom Zoo for that purpose.

10. Insurance. LPS agrees to defend, indemnify and hold harmless Folsom Zoo and the City from and against all loss, liability, or expense that may be incurred by reason of any injury or loss resulting from, arising out of or in any way connected with LPS' use, occupancy, maintenance or operation of the SFP. LPS agrees to maintain adequate liability insurance coverage and to name Folsom Zoo and the City as additional insureds. LPS shall not commence performance of this Agreement until it has obtained all insurance and such insurance has been approved by the City Attorney for the City.

11. Reports. The program administrators shall submit a report to their respective boards at least annually. A copy of that report shall also be submitted to the City's Parks and Recreation Department.

12. Miscellaneous.

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

B. This Agreement supersedes all prior or contemporaneous agreements or understandings of the parties with respect to the subject matter. This Agreement shall not be amended or modified as to any party without the written consent of the parties affected by the amendment or modification.

C. LPS, Folsom Zoo and the City acknowledge that issues will arise during the operation of SFP which were not contemplated at the time of entering into this Agreement, and they and the program administrators agree to use their best efforts to resolve those issues in a manner which is mutually beneficial.

IN WITNESS WHEREOF, LPS, Folsom Zoo and the City have executed this Agreement, pursuant to authority duly given, as of the date first written above. (Resolution No. A-78161 adopted by City Council on June 23, 1997).