

APPENDIX J  
BIOSOLIDS AGREEMENT AND 2006 REPORTS



**CITY OF LINCOLN**  
**NEBRASKA**

**MAYOR COLEEN J. SENG**  
lincoln.ne.gov

Wastewater and Solid Waste  
Operations Administration  
Public Works and Utilities Department  
Karl Fredrickson, Director  
2400 Theresa Street  
Lincoln, Nebraska 68521  
402-441-7961  
fax: 402-441-8735

February 13, 2007

Mr. John Dunn  
Biosolids Coordinator  
USEPA Region VII  
901 North 5 Street  
Kansas City, KS 66101

RE: 2006 Biosolids Annual Report for the Lincoln Northeast Treatment Facilities - Permit  
No. NE 0112488

Dear Mr. Dunn:

Please find enclosed the annual reports for Lincoln's Northeast Treatment Facility biosolids application programs for 2006.

If you have questions regarding the information contained in these reports, please feel free to contact the individuals listed in the report, or me at 402-441-7968.

Sincerely,  
LINCOLN WASTEWATER SYSTEM

Randy Wilson, P.E.  
Superintendent of WPC Facilities

cc: Gary Brandt  
Gene Hanlon  
Steve Crisler  
Barb Ogg  
Biosolids File



## MONITORING DATA (mg/kg)

Facility: Northeast Wastewater Treatment Facility

No. Of analysis required per monitoring year? 4  
All in dry weight? Yes Required Metals? Yes  
Disposal Type: Land Application

Pollutants: See attached "Biosolids Analysis Pollutant Concentration 2006"

TCLP test? (Pass/Fail) N/A  
Paint filter test (Pass/Fail) N/A

## CLASS AND METHODS USED

USE 'X' TO INDICATE OPTIONS THAT APPLY

### PATHOGEN REDUCTION

Class A:

1. T&T
2. PH&T&T
3. PROCESTEST
4. PRODTEST
5. PFRP
6. EQUIVPFRP

Class B:

1. TESTING
2. PSRP X
3. EQUIVPSRP

Undetermined

Geometric Mean? (Y/N)

### VECTOR ATTRACTION REDUCTION

Method Used:

1. 38% VSR X
2. BENCHAER
3. BENCHANA
4. SOUR
5. 14DAYGT40
6. PH1222HR
7. %TSGT75
8. %TSGT90
9. INJECT X
10. INCORP
11. COVERED
12. UNDETERMINED
13. ALTERNATE

## GENERAL FACILITY INFORMATION

Permit No.: NE0112488

Facility: Northeast Wastewater Treatment Facility

Plant Type: Secondary      Latitude: 40 deg 53 min North  
Longitude: 96 deg 38 min East

Street : 7000 North 70th Street

City/State: Lincoln, Nebraska      Zip: 68507

County : Lancaster      Phone: 402 441 7961

Operator in Charge: Randy L Wilson

Title: Superintendent of Water Pollution Control      Phone: 402 441 7970

License No.: 1140      Certification Grade: Class 4

Responsible Official: Karl Fredrickson

Title: Director of Public Works/Utilities

Sludge Contact Person: Steve Crisler

Title: Facilities Maintenance Coordinator Lincoln Wastewater System

License No.: 1439      Certification Grade: Class 4

Permit Issued: January 1, 2004

Permit Expires: January 1, 2009

Activity Status: As noted above

Flow (MGD): 4.567

Major/Minor:

BOD(mg/L): 272

Pretreatment:

Last Insp. Date: 9-2005

TSS(mg/L): 254

Facility Mailing Address:

Street: 2400 Theresa Street

City/State: Lincoln, Nebraska

County: Lancaster

Zip: 68521

Occasional/Majority Use: Subsurface Injection

Contract Hauler: Big River Trucking

Merrell Bros Inc.

State Permit NE0112488

### SLUDGE TREATMENT PROVIDED(No. of units)

THICKENING: Rotary Drum Thickner RDT (2)

DEWATERING: N/A

STABILIZATION: Anaerobic Digestion (2)

OTHER: N/A

CONDITIONING: Lagoon Storage (1)

**Northeast Wastewater Injection Facility  
Biosolids Analysis  
Pollutant Concentrations  
2006**

Report of Analysis for NETP Injection Site (Injected Biosolids)

Report Date	Units	Sample 1	Sample 2	Sample 3	Sample 4	Sample 5	Sample 6	Sample 7	Sample 8	Sample 9	Sample 10	Sample 11	Maximum	Minimum	Average
		Conc													
2/7/2007															
SEAL Identification No.		20060207047	20060407042	20060419040	20060518030	20060606042	20060808040	20060915041	20060926025	20061024025	20061108029	20061205036			
Sample Date		2/7/2006	4/7/2006	4/18/2006	5/17/2006	6/5/2006	8/7/2006	9/14/2006	9/25/2006	10/23/2006	11/7/2006	12/5/2006			
Sample Time		9:10				8:10	9:00	10:15	12:30	12:00	10:15	9:30			
Sample Temp	Deg C	6.0				21.0	23.6	22.1	19.7	15.7	15.5		23.6	6.0	17.7
pH	SU	7.68	7.48	7.34	7.29	7.29	7.14	7.19	7.33	7.34	7.19	7.50	7.68	7.14	7.34
Ammonia Nitrogen as N	mg/kg	45813.13	10618.74	35224.00	28556.09	32941.18	21578.22	20423.85	35499.21	37906.98	30124.38	87600.77	87600.77	10618.74	35116.96
Organic Nitrogen as N	mg/kg	55842.56	73078.16	64939.34	40180.35	35704.92	40240.66	15989.31	46243.90	61246.35	49500.56	59862.09	73078.16	15989.31	49348.02
Nitrate Nitrogen as N	mg/kg	48.0	35.0	36.4	32.0	44.8	11.6	26.7	24.0	45.6	36.1	100.8	100.8	11.6	40.1
Total Kjeldahl Nitrogen	mg/kg	101655.7	83696.9	100163.3	68736.4	68646.1	61818.9	36413.2	81743.1	99153.3	79624.9	147462.9	147462.9	36413.2	84465.0
Total Phosphorus	mg/kg	37000	44430	40843	41520	41794	47521	26222	42049	47535	41818	83978	83978	26222	44974
Chloride	mg/kg	15272	10546	9262	6856	5139	3400	3487	7677	10533	7887	21972	21972	3400	9276
Sulfate	mg/kg	1498.1	841.9	414.6	509.9	351.7	161.5	123.2	317.0	664.5	1554.7	1631.5	1631.5	123.2	733.5
TS	%	1.602	2.138	2.412	3.726	3.128	4.334	4.058	2.524	2.408	3.216	1.042	4.334	1.042	2.781
TVS	%	0.964	1.306	1.534	2.246	1.846	2.464	2.396	1.528	1.472	1.822	0.610	2.464	0.610	1.653
Arsenic	mg/kg	< 0.12	< 0.09	< 0.08	< 0.05	< 0.06	< 0.05	< 0.05	< 0.08	< 0.08	< 0.06	< 0.19	0.19	0.05	0.08
Barium	mg/kg	1051.19	1007.02	885.57	1195.92	798.91	1167.51	960.82	804.68	931.48	1043.84	900.38	1195.92	798.91	977.03
Boron	mg/kg	1.298	3.513	3.176	1.436	0.959	1.537	1.585	1.498	2.662	841.729	< 0.048	841.729	0.048	78.131
Cadmium	mg/kg	< 0.02	< 0.01	< 0.01	5.52	0.27	5.05	5.95	0.42	< 0.01	6.72	< 0.03	6.72	0.01	2.18
Calcium	mg/kg	47465.67	63657.62	56053.07	53408.48	35230.18	64743.89	45983.24	40491.28	48048.17	45366.92	46525.91	64743.89	35230.18	49724.95
Chromium	mg/kg	3.81	2.96	< 0.02	12.30	166.14	17.98	6.03	< 0.02	0.92	14.54	32.50	166.14	0.02	23.38
Copper	mg/kg	1155.43	1221.70	1078.77	1516.64	729.54	1291.19	1426.81	1184.23	1135.80	1139.61	1032.63	1516.64	729.54	1173.85
Iron	mg/kg	29544.32	28554.72	30099.50	40767.58	22659.85	41901.25	42902.91	36339.14	39431.06	35292.29	31631.48	42902.91	22659.85	34465.83
Lead	mg/kg	63.55	17.40	38.60	110.84	51.05	146.26	91.20	73.30	83.35	110.63	102.50	146.26	17.40	80.79
Magnesium	mg/kg	5063.05	10823.20	8714.76	8022.01	6400.26	11031.38	9657.47	10721.08	11171.10	7636.82	8169.87	11171.10	5063.05	8855.54
Manganese	mg/kg	368.10	352.34	295.77	470.21	286.51	508.08	495.81	447.31	447.26	480.41	416.41	508.08	286.51	415.29
Mercury	mg/kg	2.75	1.36	1.22	1.24	1.40	2.95	1.16	1.01	1.65	4.73	1.31	4.73	1.01	1.89
Molybdenum	mg/kg	33.96	48.55	33.40	40.55	21.57	53.07	39.16	36.75	26.12	51.43	22.06	53.07	21.57	36.97
Nickel	mg/kg	12.97	6.52	16.36	31.05	72.22	169.61	34.35	23.12	37.21	53.17	12.91	169.61	6.52	42.68
Potassium	mg/kg	11510.61	14513.56	15161.69	7662.37	5994.25	7934.93	7572.70	10071.32	10220.10	6912.31	20211.13	20211.13	5994.25	10705.91
Selenium	mg/kg	< 0.62	< 0.47	< 0.41	< 0.27	< 0.32	< 0.23	< 0.25	< 0.40	< 0.42	< 0.31	< 0.96	0.96	0.23	0.42
Silver	mg/kg	47.70	38.12	21.06	31.80	21.56	43.84	23.03	13.92	22.08	44.50	20.77	47.70	13.92	29.85
Sodium	mg/kg	13589.263	13115.061	12077.114	7522.813	5223.785	7819.566	6416.954	9124.406	8770.764	6862.562	19462.572	19462.572	5223.785	9998.624
Zinc	mg/kg	2275.28	1977.08	1816.33	2140.10	1127.56	2344.25	1496.30	1233.36	1805.23	2372.20	1713.05	2372.20	1127.56	1845.52



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fax: 402-441-8735

February 13, 2007

Mr. John Dunn  
Biosolids Coordinator  
USEPA Region VII  
901 North 5 Street  
Kansas City, KS 66101

RE: 2006 Biosolids Annual Report for the Lincoln Theresa Street  
Wastewater Treatment Facilities - Permit No. NE 0036820

Dear Mr. Dunn:

Please find enclosed the annual reports for Lincoln's Theresa Street Wastewater Treatment Facility biosolids application programs for 2006.

If you have questions regarding the information contained in these reports, please feel free to contact the individuals listed in the report, or me at 402-441-7968.

Sincerely,  
LINCOLN WASTEWATER SYSTEM

Randy Wilson, P.E.  
Superintendent of WPC Facilities

cc: Gary Brandt  
Gene Hanlon  
Steve Crisler  
Barb Ogg  
Biosolids File

## GENERAL FACILITY INFORMATION

Permit No.: NE0036820 Facility: Theresa Street Wastewater Treatment Facility

Plant Type: Secondary

Latitude: 40 deg. 50 min East  
Longitude: 96 deg 41 min North

Street: 2400 Theresa Street

City/State: Lincoln, Nebraska

County: Lancaster

Zip: 68521

Phone: 42 441-7961

Operator in Charge: Randy L. Wilson

Title: Superintendent of Water Pollution Control Phone: 402-441-7970

License No.: 1140

Certificate Grade: Class 4

Responsible Official: Karl Fredrickson

Title: Director of Public Works/Utilities

Sludge Contact Person: Gene Hanlon

Title: Recycling Coordinator

Permit Issued: January 1, 2004

Permit Expires: December 31, 2008

Activity Status: As noted above

Last Insp. Date: September 1, 2006

Flow (MGD): 19.518  
Major/Minor

BOD (mg/L): 276

TSS (mg/l): 259  
Pretreatment: Yes

Facility Mailing Address:

Street: 2400 Theresa Street

City/State: Lincoln, Nebraska

County: Lancaster

Zip: 68521

Contract Hauler Yes

Occasional/Majority Use: State Permit NE0036820

### SLUDGE TREATMENT PROVIDED (No. or units)

THICKENING: Dissolved Air Flotation, 3 units DEWATERING: 2-meter belt filter press, 3 units

STABILIZATION: Anaerobic Digestion, 3 units OTHER: N/A  
Digested Solids Storage Tank, 1 unit

CONDITIONING: Polymer addition

**FINAL USE/DISPOSAL (dmt/yr)**

**Facility: Theresa Street Wastewater Treatment Facility**

Monitoring Year: 2006

Total Annual Production: 6,113 dry metric tons  
6,738 dry tons \*1

1) LAND APPLICATION (Total): 5,833 dry metric ton;  
6,437 dry tons \*2

Bulk Sewer Sludge: 5,839 dry metric tons;  
6,359 dry tons\*2

Agricultural Land 5,768 dry metric tons;  
6,359 dry tons\*2

Range Land: N/A

Forest: N/A

Public Contact Site: N/A

Sold/Given Away: N/A

Lawn or Garden: N/A

Derived Material:

Agricultural Land: N/A

Range Land: N/A

Forest: N/A

Public Contact Site: N/A

Sold/Given Away: N/A

Lawn or Garden: N/A

2) SURFACE DISPOSAL (Total):

With Liner & LCS: N/A

Without Liner & LCS: N/A

3) LANDFILL 6 dry metric tons  
8 dry tons \*2

4) INCINERATION N/A

5) TRANSPORT TO POTW N/A

6) STORED: (end of year 2006):	Field Storage	Temporary Storage
	<u>736 dry metric tons</u>	<u>64.5 dry metric tons</u>
	<u>811 dry tons *2</u>	<u>71 dry tons*2</u>

Was agricultural application used for any of the sites: All sites  
How many sites: 49 sites applied  
9 sites in storage

Pathogen certification?	Yes
VAR certification?	Yes
Management practice certification?	Yes (Contract with applicators)
Landfill certification?	Yes (TCLP 3/98)

No sludge used/stored/disposed this monitoring year? Reported above

Notes: 1. Based on filter press records  
2. Based on truck volume records using 14.7% average solids content and approximate unit weight of 1438 lbs./cubic yard.

**MONITORING DATA (mg/kg)**

Facility: Theresa Street Wastewater Treatment Facility

No. of analysis required per monitoring year? 6

All in dry weight? Yes Required Metals? Yes

Disposal Type: Land Application

**2006 Biosolids Analysis Summary**

Theresa Street Treatment Facility

ANALYSIS (Values in mg / kg, Dry Wt., Except Where Noted)	Minimum mg/kg	Maximum mg/kg	Annual Average mg/kg	Number of Analysis	Qualifiers	EPA Ceiling Levels mg/kg
pH	7.0	8.8	8.1	50	N/A	
Solids, %	12.7	16.6	14.3	50	N/A	
Moisture, %	87.3	83.4	84.5	50	N/A	
Organic Matter, % TVS as Est.	58.0	68.9	62.3	50	N/A	
Ammonia Nitrogen as N	7,802	12,881	10,465	50	N/A	
Organic Nitrogen as N	41,438	55,776	48,014.3	50	N/A	
Nitrate Nitrogen as N	<0.1	33.1	14.4	50	N/A	
Phosphorus	26,157	83,696	35,820.1	50	N/A	
Sulfate	317	10,651	2,311.3	50	N/A	
Arsenic, Total	< 0.0	23.2	3.1	50	N/A	75
Cadmium, Total	0.6	6.6	3.4	50	N/A	85
Chromium, Total	<0.0	38.7	28.3	50	N/A	
Copper, Total	40.0	1043.7	638.8	50	N/A	4300
Iron, Total	1,908.2	65929.2	32,547.9	50	N/A	
Lead, Total	32.0	87.8	47.0	50	N/A	840
Manganese, Total	171.0	352.0	269.1	50	N/A	
Mercury, Total	0.0030	0.2353	0.0253	50	N/A	57
Molybdenum, Total	8.5	38.3	19.0	50	N/A	75
Nickel, Total	33.2	87.9	48.1	50	N/A	420
Potassium, Total	1,631.6	9,192.4	4,594.7	50	N/A	
Selenium, Total	0.060	0.080	0.070	50	N/A	100
Silver, Total	0.825	20,348	11.1	50	N/A	
Zinc, Total	510.6	1,175.3	734.8	50	N/A	7500

Pollutants: See attached 2006 pollutant concentrations for individual sample results.

TCLP Test? (Pass/Fail): Pass

(tested 3/98)

Paint filter test (Pass/Fail)

Pass

(tested 3/98)

## CLASS AND METHODS USED

USE "X" TO INDICATE OPTIONS THAT APPLY

### PATHOGEN REDUCTION

#### Class A:

1. T&T
2. PH&T&T
3. PROCESTEST
4. PRODTEST
5. PFRP
6. EQUIVPFRP

#### Class B:

1. TESTING
2. PSRP X
3. EQUIVPSRP
- Undetermined

Geometric Mean? (Y/N)

### VECTOR ATTRACTION REDUCTION

#### Method Used:

1. 38% VSR X
2. BENCHAER
3. BENCHANA
4. SOUR
5. 14DAYGT40
6. PH1222HR
7. %TSGT75
8. %TSGT90
9. INJECT
10. INCORP
11. COVERED
12. UNDETERMINED
13. ALTERNATE

City Council Introduction:

Bill Number \_\_\_\_\_

Public Hearing:

## FACT SHEET

**TITLE:** Land Application of Biosolids Agreement

**SPONSOR:** Public Works and Utilities;  
Wastewater and Solid Waste Operations

**OTHER DEPARTMENTS AFFECTED:**

Health Department

**OPPONENTS:** None Known

**APPLICANT:** Public Works and Utilities;  
Wastewater and Solid Waste Operations

**STAFF RECOMMENDATION:**  
Approve

### **REASON FOR LEGISLATION:**

This continues the interlocal agreement between the City and County to land apply biosolids from wastewater treatment facilities on agricultural land. The program began in 1992. The County and City were interested in updating the language in the agreement regarding current practices related to insurance and update the hold harmless and non-discrimination language in the agreement. The program is administered by the County Cooperative Extension and utilizes roughly 30,000 tons of biosolids annually on Agricultural cropland.

## DISCUSSION

**POLICY OR PROGRAM CHANGE:** None

**COST OF TOTAL PROJECT:**

**SOURCE OF FUNDS:**

**CITY:**

**NON CITY:**

**BENEFIT COST:**

**FACT SHEET PREPARED BY:**

**REVIEWED BY:**

Director of Public Works/Utilities

## LAND APPLICATION OF BIOSOLIDS

THIS AGREEMENT is hereby entered into between the City of Lincoln, Nebraska, on behalf of the Lincoln City Department of Public Works and Utilities, hereinafter referred to as "City", and the County of Lancaster, Nebraska, on behalf of Cooperative Extension, hereinafter referred to as "County", for the purpose of continuing a project wherein the City and County will cooperate in the use of wastewater residuals on crop land.

WHEREAS, the City's Wastewater Treatment Plant located at Theresa Street produces a large amount of residual waste, hereafter known as biosolids; and

WHEREAS, biosolids have the potential to be used as organic fertilizer on agricultural crop lands in Lancaster County; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 1997), permits units of local government in the State of Nebraska to enter into agreements with one another for joint or cooperative action on a bases of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the City desires crop producers to utilize biosolids from the Lincoln Theresa Street Treatment Facilities as an organic fertilizer and soil amendment on agricultural crop lands located in Lancaster County; and

WHEREAS, Cooperative Extension in Lancaster County can assist in the development and operation of the project by providing educational assistance, technology transfer, analysis of information, and coordination of the education program.

NOW, THEREFORE, based upon the mutual terms and conditions contained herein it is hereby agreed between the parties as follows:

1. Description of Project. The project will develop economically and environmentally sound practices for utilization of biosolids from the Lincoln Theresa Street Treatment Facilities, for use as organic fertilizer and soil amendments on agricultural crop lands in Lancaster County. The primary goal would be to utilize an estimated 30,000 tons of biosolids annually. The biosolids will be applied to approximately 1,000 acres of farmland annually from an identified base of 12,000 to 15,000 acres used primarily for the production of agricultural crops. The effects of the applications will be closely monitored, and data will be gathered and compiled regarding the effects of the application of biosolids.

2. Term. This agreement shall continue in full force and effect from the day and year first executed until terminated as herein provided.

3. Responsibilities of City. The City shall be responsible for performing the following duties under this Agreement:

- (a) Production of biosolids that is within the guidelines that have been established by EPA 503 Regulation (Title 40 of the Code of Federal Regulations [CFR], Part 503), hereafter known as "the EPA Part 503 Regulations;
- (b) Designation of an authorized staff representative from the Department of Public Utilities, Wastewater and Sanitary Landfill Division, to coordinate activities of the project with the designated staff representative of the County;
- (c) Providing for the necessary hauling of biosolids to cooperator's fields or the Temporary Holding Facility at the North Bluff Landfill;
- (d) Assisting in the development of markets, public education, and customer contract negotiation as needed;
- (e) Obtaining and complying with all local, state and federal laws and regulations, including the City's National Pollutant Discharge Elimination System Permit, regarding the application of biosolids to crop lands;

- (f) Providing physical and chemical analysis data which may be necessary for complying with EPA Part 503 Regulations and other said laws, regulations and permits and assumes sole responsibility for any warranties or representation of the fitness of biosolids for the purposes outlined by this agreement and shall indemnify and hold the County, its officials and employees harmless for any claims with respect to that issue; and
- (g) Maintaining overall management and funding of the project;
- (h) Maintaining insurance coverage on all City owned manure spreaders utilized by those farmers participating in the biosolids program. The City agrees that it will be responsible for any and all damages and expenses that may occur to the spreaders, except those damages and expenses that are caused by the sole negligence of the County. The parties agree that any loss, theft, or damage that may occur while such spreader is in the control or possession of a participating farmer is the responsibility of the equipment user as per the standard rental agreement for biosolids applicator equipment.

4. Responsibilities of the County. The County shall be responsible for performing the following duties under this Agreement:

- (a) Developing, administering, evaluating and providing administrative support for educational programs and the transfer of technology of the methods and techniques of application of waste residues to agricultural crop lands, including the providing of educational program organization and supervision through an agent of Cooperative Extension of Lancaster County;
- (b) Providing administrative support for the project. Such support shall include:
  - (I) Identifying acceptable fields, coordinating hauling and delivery of materials, and providing cooperator training;
  - (ii) Preparation and submission of required executive order contracts between biosolids cooperators and the City;
  - (iii) Performing soil and plant tissue sampling for analysis and subsequently applying such analysis;

(iv) Developing application rates and incorporation methods for biosolids within the EPA Part 503 and other said laws, regulations and permits; and

(v) Maintaining records of application, soil and plant tissue sampling and analysis, crop performance and other related information and analysis and providing related analysis;

- (c) Physical and chemical soil analysis of all crop land soils utilized in the project will be conducted by the University of Nebraska (UNL) Soils Testing Laboratory and administered by the County. These tests will be performed on the land before application of biosolids. Any agreement with the UNL Soils Testing Laboratory related to or affecting the responsibilities of the City or County in this Agreement shall be incorporated and made a part of this Agreement.

5. Budget. The Financial support for the project shall be supplied by the City. Such financial support shall be in the amount agreed on by City of Lincoln Department of Public Works and Utilities and Lancaster County Cooperative Extension. Budgets shall be prepared according to the costs of the service provided. Therefore, the City and county shall annually, follow each jurisdiction's annual budget planning and appropriation procedures. In the case that budgeted funds are not available or of a lack of funding, neither party shall be obligated to perform the duties provided for in this agreement and either party may terminate the contract within ninety (90) days.

6. Termination. This Agreement may be terminated by either party by giving ninety (90) days written notice to the other party.

7. Reports.

- (a) Monthly status and update reports will be provided by the County that will contain general information regarding the status of delivery, cooperator participation and coordinated with personnel as designated by the City.
- (b) An annual report shall be submitted by the County which will contain

statistical information for the project. The County and City will review and determine an overall evaluation of the project annually based on this report as well as any other surveys or soil analysis available.

- (c) The County will contribute necessary documentation to the City for annual reporting to regulatory agencies.

(8) Evaluation of Educational Accomplishments. The County will evaluate the educational accomplishments of this project. The primary target group for educational programs are farmers. A second educational target group will be part of the annual report of extension activities and will be submitted to the County as well as the City.

(9) Hold Harmless. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or *policies of* insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

10. Employees. Employees of the City shall continue to be employees of the City in performing the terms of the Agreement and at no time shall they be deemed employees of the

County. Employees of the County shall continue to be employees of the County in performing the terms of the Agreement and at no time shall they be deemed employees of the City.

11. Non-Discrimination. The parties agree that in providing services pursuant to this Agreement, neither party shall discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

12. Amendments. Any amendments to this Agreement must be made in writing and signed by both parties to the Agreement.

13. This Agreement supercedes and replaces the Interlocal Agreement executed by the County on December 5, 2000, under County Contract No. C-00-0594, and adopted by the City Council on February 26, 2001, by City Resolution No. A-80699.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2006, by the City of Lincoln, Nebraska, on behalf of the Department of Public Works and Utilities.

CITY OF LINCOLN, NEBRASKA

By: \_\_\_\_\_  
Mayor Coleen Seng

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2000, by the County of Lancaster,  
Nebraska, on behalf of Cooperative Extension of Lancaster County.

**BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA**

By: \_\_\_\_\_  
Deb Schorr, Chair

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Deputy County Attorney  
for GARY E. LACEY  
County Attorney

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Assistant City Attorney  
for DANA W. ROPER  
City Attorney