



A91577

19R-83

Introduce: 4-22-19

RESOLUTION NO. A- 91577

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

2 That the Cooperation Agreement between the City of Lincoln, on behalf of the Parks and  
3 Recreation Department, and Pheasants Forever, Inc. for the conservation of Nebraska's Eastern  
4 Saline Wetlands, for a period of five years, a copy of which is attached hereto, marked as  
5 Attachment "A", and made a part hereof by reference, is hereby approved, and the Mayor is  
6 authorized to execute said Cooperation Agreement on behalf of the City.

7 The City Clerk is directed to return one fully executed copy of said Cooperation Agreement  
8 to Lynn Johnson, Lincoln Parks and Recreation Department, for transmittal to Pheasants Forever,  
9 Inc.

Introduced by:

AYES: Camp, Christensen, Eskridge, Gaylor  
Baird, Lamm, Raybould, Shobe; NAYS: None.

Approved as to Form & Legality:

City Attorney

Approved this 8<sup>th</sup> day of May, 2019:  
  
Mayor

**ADOPTED**  
**APR 29 2019**  
**BY CITY COUNCIL**

**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") and Pheasants Forever, Inc. ("PF").

WHEREAS, all parties have an interest in the management of Nebraska's wildlife habitat and resources and have cooperatively advanced conservation efforts through the Saline Wetlands Conservation Partnership ("SWCP") since its inception in 2003; 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, City and PF shall commit project funds and resources for the Eastern Saline Wetland Project ("Project"), and the project coordinator ("Coordinator") of the Project shall support the Project; and

WHEREAS, SWCP has a separate Cooperation Agreement between City, Nebraska Game and Parks Commission, and the Lower Platte South Natural Resources District in support of the Project; and

WHEREAS, the parties shall support the 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 without creating a joint venture. This Agreement supports the cooperative administration and management of "Nebraska's Eastern Saline Wetlands Conservation Plan 2018."

2. **Duration.** This Agreement shall continue for a term of five (5) years, beginning on the 1st day of July 2019 and terminating on the 30th day of June 2024.

3. **Consideration.** PF will provide to the City of Lincoln the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) per year, for a total amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00). Payments will be made upon receipt of an invoice from the City on an annual basis.

4. **City Responsibilities.** The City shall:

- a. Employ and supervise the Coordinator during the term of this Agreement.
- b. Contract with affiliated parties, agencies, entities, and consulting firms to promote the goals of the SWCP.
- c. Provide PF annually, on or about April 1<sup>st</sup>, 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.

5. **PF Responsibilities.** PF shall:

- a. Provide the consideration provided herein to City as reimbursement for expenses associated with SWCP for the conservation of Nebraska's Eastern Saline Wetlands.

6. **Parties' Responsibilities.** The parties shall:

- a. Not discriminate in employment of the Coordinator or other employees 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.

7. **Terms and Conditions.**

- 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 expenses associated with land acquisitions and land management activities, including costs for land appraisals and supplies for land management activities other than equipment.
- c. Any party has the right to terminate this Agreement if any of the other parties fail to perform as required by this Agreement. Termination for failure to perform shall be effective only after the non-breaching party provides written notice to the breaching party of the failure to perform ninety (90) days in advance of termination and allows the breaching party an opportunity to cure during that time period. If one or more of the parties lacks sufficient funding for this Project, each party has the right to terminate this Agreement. Either party may also terminate this Agreement for any reason for its own convenience. Termination for convenience or lack of funding shall be effective only after terminating party provides written notice six (6) months in advance of the effective date and after the parties meet to discuss options for termination of the Agreement. Termination

shall require a formal vote by the board of the party initiating the termination in order to be effective. Each party shall be responsible for its share of accumulated cost of the Project up to the time of termination.

- d. Should this Agreement be terminated, the parties agree that the real property interests, either in fee simple or conservations easements, acquired in support of the Project shall continue to be held subject to any of the requirements of any grant funds received for the purchase of land rights or will work together to place reservations or easements on the land to ensure the conservation of the resources acquired and to sustain the integrity of the original purpose or goals of the Project.
- e. PF warrants that its officers, stockholders, associates and employees presently have no known financial interest and shall not acquire any known financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required by this Agreement.
- f. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective devisees, personal representatives, successors, and assigns. This Agreement may not be assigned without the prior written consent of the other parties.
- g. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 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 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, 3131 'O' Street, Ste 300, Lincoln, Nebraska 68510, (402) 441-8263, or another employee as designated by City of Lincoln.
    - (2) Commission: Ted LaGrange, P.O. Box 30370, Lincoln, Nebraska 68503, (402) 471-5436, or another employee as designated by Commission.
    - (3) NRD: Dan Schulz, P.O. Box 83581, Lincoln, Nebraska 68501, (402) 476-2729, or another employee as designated by NRD.

- (4) Nebraska Chapter Pheasants Forever, Inc. (PF): Kelsi Wehrman, P.O. Box 146, Nelson, Nebraska 68961, (402) 621-0744, or another employee designated by PF.
- b. Representatives of the Steering Committee shall meet to provide guidance to the Coordinator and to develop goals, strategies, and projects to carry out Nebraska's Eastern Saline Wetlands Conservation Plan 2018 and cooperatively implement the Project's goals.
- c. The Steering Committee shall make recommendations to SWCP members with regard to working with an affiliate party to further the goals of SWCP.
- d. A representative of an affiliated party may be appointed to the Steering Committee and entitled to the same rights and responsibilities as the representatives for the City, Commission, and NRD if so provided by a written amendment to this Agreement.

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 written consent of the party or parties which are to hold title or interest.

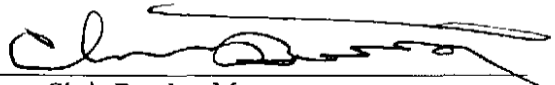
10. **Amendments.** This Agreement may be renewed, extended, or amended by mutual written consent of all the parties.

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: 5-8-17

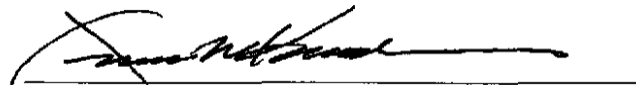
BY: \_\_\_\_\_



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

DATED: 3/26/19

BY: \_\_\_\_\_



James Koerber  
PHEASANTS FOREVER, INC.,  
a nonprofit organization