JOINT ANTELOPE VALLEY AUTHORITY

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

UNIVERSITY OF NEBRASKA

CITY OF LINCOLN, NEBRASKA

AND

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

Effective date _____, 2000

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into effective _____, 2000 by and between **the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate, the CITY OF LINCOLN, NEBRASKA, a municipal corporation and the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska,** parties executing this Agreement as further described in Paragraph 1.01 hereof, all of which are public agencies within the meaning of *Neb. Rev. Stat.* § 13-803 (1997). The parties are sometimes collectively referred to as the "Three Partners" and individually as "Each Partner."

WITNESSETH:

RECITALS

A. Art. XV, § 18 of the Constitution of the State of Nebraska and *Neb. Rev. Stat.* § 13-801 through 13-827 (1997) authorize two (2) or more public agencies to enter into agreements with one another for joint or cooperative action in regard to the exercise or enjoyment jointly of any power or powers, privileges, or authority exercised or capable of exercise by such public agencies and for the creation of a joint entity with the powers delegated to the joint entity by such public agencies.

B. Each Partner to this Agreement has the authority, among others things, to plan and implement public projects for purposes authorized by statute.

C. The Three Partners to this Agreement deem it in their mutual interests to coordinate planning and implementation of a public project which is described in the Antelope Valley Study and the United States Army Corps of Engineers Antelope Creek Feasibility Study, collectively hereinafter referred to as the "Project." Each Partner to this Agreement has statutory authority to implement certain aspects of the Project. Together, the Three Partners have complete statutory authority to implement the total Project. The Project generally includes community revitalization, transportation, and drainage/flood control improvements as shown on **Exhibit "C"** and incorporated herein by this reference.

D. The Three Partners desire to enter into this Agreement in order to jointly plan and implement the Project.

E. The Three Partners desire to create a joint administrative entity, known as the Joint Antelope Valley Authority, to act on their behalf for the purposes and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, IT IS AGREED BY AND BETWEEN THE THREE PARTNERS HERETO, as follows:

SECTION 1
PARTIES AND DEFINITIONS

1.01 **Parties.** The Three Partners to this Agreement are public agencies within the meaning of *Neb. Rev. Stat.* § 13-803 (1997).

1.01.1 The Board of Regents of The University of Nebraska, the City of Lincoln, Nebraska, and the Lower Platte South Natural Resources District are the Three Partners. Each Partner understands and agrees that it is a public agency within the meaning of *Neb. Rev. Stat.* § 13-803 (1997). Each Partner consents to the participation in this Agreement by the other Partners. Each Partner agrees and acknowledges that this Agreement shall become binding upon each Partner upon execution of this Agreement by all Three Partners.

1.01.2 It is understood and agreed that Each Partner shall execute this Agreement by executing a separate attachment in the form attached hereto as **Exhibit "A"**. It is understood and agreed that each Partner shall be bound upon execution of a separate attachment to the same extent as if all Three Partners had joined in the execution of this Agreement in a single attachment. It is further understood that the execution of this Agreement only initiates the "Preparation Period" of this Agreement, and that the execution of a supplement to this Agreement by Each Partner, in the form attached as **Exhibit "B"**, is required to initiate the "Implementation Period" of the this Agreement.

1.02 **Definitions:** The following definitions shall have the prescribed meaning for the purpose of this Agreement:

1.02.1 **"Affiliated Governments"** shall include the Lincoln-Lancaster County Railroad Transportation Safety District; State of Nebraska Department of Administrative Services; Nebraska State Board of Agriculture; and Nebraska Military Department.

1.02.2 **"Community Revitalization Improvements"** included in the "Phase One Components" shall include (i) Northeast Park; (ii) expanded recreational fields; (iii) additional retailing, office and housing opportunities in the east downtown area; (iv) bike/hike trail loop around downtown and the University and other connector trails; (v) wrap around centers; (vi) redevelopment activities in the North 27th Street Development Area; and (vii) Closer to Home Strategies. Attached as **Exhibit "C"** is the Amended Draft Single Package map which illustrates, among others, the general location of the Community Revitalization Improvements.

1.02.3 **"Estimated Financial Plan"** includes the estimated allocation of funds and resources between the Three Partners to fund the Phase One Components. The Estimated Financial Plan" is attached hereto as **Exhibit "D"**. It is contemplated that the Estimated Financial Plan will be amended as needed from time to time by the Three Partners.

1.02.4 **"Governmental Approvals"** shall include the approval by the appropriate government entity or entities of the following: (i) Antelope Valley Environmental Impact Statement; (ii) Amended Draft Single Package as an amendment to the City's Comprehensive Plan; (iii) Army Corps of Engineers Antelope Creek Feasibility Study; (iv) the Phase One Components; and (v) the Implementation Period by executing Form B to this Agreement. *It is estimated that the Governmental Approvals will be obtained in the fall of 2000.*

1.02.5 **"Implementation Period"** shall include the execution of Form B to this Agreement by Each Partner authorizing JAVA to implement property acquisition including condemnation, relocation assistance programs and the completion of the design, funding, construction and implementation of the Phase One Components. *It is estimated that the Implementation Period will commence in the fall of 2000 and take approximately six (6) to ten (10) years to complete.*

1.02.6 **"JAVA"** means the Joint Antelope Valley Authority, an independent and separate administrative governmental entity created pursuant to this Agreement to carry out the review and implementation of the Phase One Components.

1.02.7 **"Phase One Components"** means Transportation Improvements, Stormwater Improvements, and Community Revitalization Improvements as shown on **Exhibit "C".**

1.02.8 **"Phase Two"** is the Amended Draft Single Package without the Phase One Components.

1.02.9 **"Preparation Period"** begins with the execution of this Agreement by Each Partner and includes (i) creation of JAVA as an independent administrative government entity to continue and/or complete the planning, design, and approval of the Project; (ii) coordination and dissemination of public information and review; and (iii) review and update of the funding and financing plan with the State of Nebraska and other funding sources for the Implementation Period. *It is estimated that Preparation Period will commence in the Spring of 2000 and take approximately six (6) months to complete.*

1.02.10 **"Project"** includes the Amended Draft Single Package as described in the Antelope Valley Study, the Environmental Impact Statement and the United States Army Corps of Engineers Antelope Creek Feasibility Study. The Project has two (2) components, Phase One and Phase Two.

1.02.11 **"Railroads"** shall include Burlington Northern and Sante Fe Railroad, Union Pacific Railroad Company, and Omaha Lincoln and Beatrice Railroad.

1.02.12 **"Stormwater Improvements"** included in the "Phase One Components" shall include (i) the Antelope Creek open waterway and linear park improvements from "J" Street to the confluence of Salt Creek; (ii) rebuilding a South Street bridge over Antelope Creek, and (iii) removal of an Antelope Creek bridge at

South 38th Street and vacation of a portion of South 38th Street. Attached as **Exhibit "C"** is the Amended Draft Single Package map which illustrates, among others, the general location of the Stormwater Improvements.

1.02.13 **"The Three Partners"** shall mean the Board of Regents of the University of Nebraska ("University"); City of Lincoln, Nebraska ("City"); and Lower Platte South Natural Resources District ("LPSNRD"). **"Each Partner"** shall mean the individual Partners.

1.02.14 **"Transportation Improvements"** included in the "Phase One Components" shall include (i) the north/south roadway connecting North 14th Street (near Military Road) and "K"/"L" Streets (near South 19th Street); (ii) east/west roadway connecting 9th/10th Streets (near Avery Avenue) and North 27th Street (near /State Fair Park); (iii) related bridges, street intersections and road and driveway connections, sidewalks, trails, traffic signals and controls, bridges, drainage and stormwater improvements, utility relocation and improvements; and (iv) vacating two (2) at-grade street crossings of the BNSF railroad at North 14th Street and North 17th Street. Attached as **Exhibit "C"** is the Amended Draft Single Package map which illustrates, among others, the general location of the Transportation Improvements.

SECTION 2
AUTHORITY

2.01 **Interlocal Cooperation Act.** Each Partner has made and entered into this Agreement pursuant to the authority conferred on Each Partner under the Interlocal Cooperation Act as provided in *Neb. Rev. Stat.* § 13-801 through 13-827 (1997).

SECTION 3
DURATION

3.01 **Term.** Each Partner acknowledges that this Agreement contains two separate and distinct parts encompassing the Phase One Components. The first part is the Preparation Period that is estimated to take approximately six (6) months to complete. The second part is the Implementation Period that will begin after the Preparation Period is completed and is estimated to take approximately six (6) to ten (10) years to complete. The Three Partners by executing the **Exhibit "A"** are initiating only the Preparation Period of this Agreement. At or near the completion of the Preparation Period, the Three Partners will execute **Exhibit "B"** initiating the Implementation Period of this Agreement. Subject to partial or complete termination of this Agreement as hereinafter provided in Section 7.01, the duration of this Agreement within the meaning of *Neb. Rev. Stat.* § 13-804(3)(a) (1997) shall be for Preparation Period of two (2) years from and after the effective date hereof or until the supplement to this Agreement has been executed, whichever occurs first, and for Implementation Period, ten (10) years from and after the execution of the supplement to this Agreement or until the Implementation Period has been completed, whichever occurs first.

SECTION 4
GENERAL ORGANIZATION OF JOINT ENTITY
AND
POWERS DELEGATED TO JOINT ENTITY

4.01 **Intent.** Each Partner believes that a joint entity offers the best joint administrative decision-making and accountability model to insure successful project review and implementation within budget and fiscal constraints. It would be difficult for Each Partner to properly address, in a timely and coordinated fashion, all the issues and detailed decisions needed to be made on an interrelated and multi-jurisdictional set of projects over a multi-year time frame. After careful consideration, a separate and independent governmental entity appears to provide the best vehicle to seek funds, investments and appropriations from private individuals, corporations and foundations and from different levels of government.

4.02 **General Organization.** The general organization, composition and nature of the separate legal or administrative entity created by this Agreement with the meaning of *Neb. Rev. Stat.* § 13-803(b) (1997) shall be as follows:

4.02.1 **Joint Entity.** This Agreement creates a joint administrative entity consistent with the provisions of *Neb. Rev. Stat.* § 13-804(6) (1997) to be known as the "Joint Antelope Valley Authority" (hereinafter referred to as "JAVA"). JAVA shall be subject to the control of the Three Partners within the meaning of *Neb. Rev. Stat.* § 13-804(6) (1997). JAVA shall constitute a separate administrative entity, exercising the public powers granted by this Agreement and acting on behalf of The Three Partners. Each Partner agrees to jointly participate with the other two Partners through JAVA to engage in the activities of JAVA.

4.02.2 **Exercise of Power.** In accordance with *Neb. Rev. Stat.* § 13-804(1) (1997), any power or powers, privileges, or authority exercised or capable of being exercised by any individual Partner regarding the Phase One Components may be exercised and enjoyed jointly with the other Partners and is hereby delegated to JAVA.

4.02.2.1 In accordance with *Neb. Rev. Stat.* § 13-807 (1997), The Three Partners by this Agreement, are contracting with each other to perform any governmental service, activity, or undertaking, which at least one of The Three Partners is authorized by law to perform regarding the Phase One Components and such governmental service, activity, or undertaking is hereby delegated to JAVA.

4.02.3 **Administrative Board.** The business and affairs of JAVA shall be conducted by a Board of Administrators (hereinafter referred to as "the Administrative Board") as follows:

4.02.3.1 **Representation.** Each Partner shall be a member of the Administrative Board of JAVA and shall appoint a representative and alternate representative from its administrative staff to act on behalf of Each Partner at any

meeting of the Administrative Board as hereinafter provided. The representative appointed by Each Partner shall act on behalf of such Partner if present at any meeting of the Administrative Board . The alternate representative appointed by Each Partner shall act on behalf of such Partner at any meeting of the Administrative Board only in the event that the representative appointed by such Partner is not present at such meeting. The alternate representative if present at any such meeting shall exercise all powers of the representative in the absence of the representative.

4.02.4.2 **Meetings.** The Administrative Board of JAVA shall meet at least quarterly and shall have annual meetings and other meetings as provided in any bylaws, rules or regulations adopted by the Administrative Board .

4.02.4.3 **Notice.** Notice of any meeting of the Administrative Board of JAVA shall comply with the open meetings law and public notice requirements. Notice of any meeting will also be given to Each Partner as provided in any bylaws, rules or regulations adopted by the Administrative Board .

4.02.4.4 **Quorum.** Except as otherwise provided in section 7.01.2, the presence of a representative or alternate representative of Each Partner (100%) shall be necessary for the transaction of business by the Administrative Board and shall constitute a quorum.

4.02.4.5 **One Vote Per Member.** Each member of the Administrative Board of JAVA shall have the right to cast one (1) vote on any action of the Administrative Board and there shall be no weighted voting whereby any Partner has greater voting authority than any other Partner.

4.02.4.6 **Unanimous Vote.** Except as otherwise provided in section 7.01.2, the affirmative vote of 100% of the members of the Administrative Board of JAVA represented in person by a representative or alternate representative shall be necessary for any action of the Administrative Board at any meeting of the Administrative Board at which a quorum of the members of the Administrative Board is present.

4.02.4.7 **Bylaws, rules and regulations.** The bylaws, rules or regulations adopted by the Administrative Board of JAVA shall provide for a Chairperson, Vice Chairperson, and such other officers as determined necessary by the Administrative Board. The bylaws shall also provide for a Project Manager to carry out the day-to-day responsibilities of JAVA. The Project Manager shall be the City's Director of Public Works or his or her designee. Compensation for time and salary benefits, if any, shall be included in the Estimated Financial Plan.

4.02.4.8 **Committees.** The Administrative Board of JAVA shall have authority to create committees in its discretion with such power and authority as provided in the bylaws, rules or regulation adopted by the Administrative Board.

4.02.4.9 **Ex-officio.** Representatives of Affiliated Governments may participate at meetings of JAVA as ex-officio nonvoting members.

4.03 **Requirements for JAVA.** The Administrative Board of JAVA shall, among other things:

4.03.1 **Organizational Meeting.** Conduct an organizational meeting within thirty (30) days after the execution of this Agreement, for the adoption of bylaws, rules or regulations, the election of officers and the transaction of such other business as necessary or convenient.

4.03.2 **Budget.** Approve annually a budget of revenues and expenditures consistent with the provisions of Paragraph 6.02 hereof.

4.03.3 **Citizens Committee.** Create a citizen committee to provide input and advice to JAVA. Such committee shall meet at least twice a year and shall have a maximum of nine (9) members.

4.04 **Options for JAVA.** The administrative Board of JAVA may, among other things:

4.04.1 **Designs and Studies.** Cause designs and studies to be made as necessary or convenient to carry out the purposes of this Agreement.

4.04.2 **Loaned Staff, Employ or Contract.** Utilize loaned staff by any Partner or another governmental entity or employ or contract for such technical, legal, contractors, consultants, administrative and clerical assistance as necessary or convenient to carry out the purposes of this Agreement. Compensation, if any, for time and salary benefits for staff loaned by Each Partner, shall be included in the Estimated Financial Plan.

4.05 **Delegated Powers.** The powers delegated to JAVA by The Three Partners hereto within the meaning of *Neb. Rev. Stat.* § 13-804(6) (1997) shall include, but shall not be limited to, following:

4.05.1 **Preparation Period.** The power to carry out the activities during the Preparation Period of this Agreement including:

- public information and review;
- project design;
- receive gifts, grants, bequests, devises, exchanges, and appropriations; and
- contracting or purchasing authority that Each Partner may possess.

4.05.2 **Implementation Period.** In addition to the continuing powers of section 4.05.1 above, the powers to carry out the activities during the Implementation Period of this Agreement including:

- the right to acquire property including by condemnation if necessary;
- relocation of residences, businesses and structures;
- demolition;
- material and equipment leasing and purchasing;
- pre-construction activities;
- construction and construction management;
- mitigate adverse impacts and conditions:
- utility relocation and installation;
- acquisition, development, and construction of the Northeast Park; and
- any other power necessary or convenient to implement the Phase One Components.

4.05.3 **Best Efforts.** JAVA will use its best efforts to manage the Phase One Components in a prudent and responsible manner and within the agreed upon framework and Estimated Financial Plan constraints. JAVA has the power to delegate responsibilities to other governments, Affiliated Governments, and non-profit entities.

4.05.4 **Limitations of authority.** During the Preparation Period of this Agreement, JAVA shall have no authority to acquire property, borrow money or engage in construction of the Phase One Components.

4.03.5 **Other laws.** JAVA and its Administrative Board, individual directors, and officers are required to follow all applicable governmental accountability, conflict of interest, property acquisition and open meeting laws.

4.03.6 **Transfer of Property to JAVA or City.** During the Implementation Period of this Agreement, Each Partner shall transfer to JAVA or the City, when and as applicable, the necessary property interests to enable JAVA to carry out its responsibilities during the Implementation Period of this Agreement. If the transfer is to the City, then JAVA has the power and authority to enter and build on City right of way and easements.

4.03.7 **JAVA's Transfer of Property.** After the completion of a specific component of the Project, JAVA will transfer all real estate and improvements thereon to the appropriate individual Partner, subject to the necessary and agreed upon easements which will be conveyed to such Partner or other appropriate public or private entity, or reserved by such Partner, for the operation, maintenance, repair and inspection of each specific component.

4.03.8 **Power to Condemn and Borrow.** During the Implementation Period of this Agreement, JAVA shall have the power and authority to acquire and condemn property rights, borrow, mortgage, pledge, or secure loans and bond its appropriated revenues and assets; provided however, that JAVA shall have no power and authority to bond the credit or revenues of The Three Partners or Each Partner.

4.03.9 **Additional Powers.** In addition to other powers, JAVA shall also have the following powers as provided by *Neb. Rev. Stat.* § 13-804(6)(1997):

4.03.9.1 **Sue.** The power to sue and be sued;

4.03.9.2 **Contract.** The power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers;

4.03.9.3 **Seal.** The power to have a seal and alter the same at pleasure or to dispense with its necessity;

4.03.9.4 **Bylaws.** The power, from time to time, to make, amend, and repeal bylaws, rules, and regulations, not inconsistent with the provisions of *Neb. Rev. Stat.* §§ 13-801 through 13-827(1997) and this Agreement.

4.03.9.5 **Arrangements with Partners.** The power to enter into arrangements with Each Partner whereby such Partner provides JAVA with personnel or services consistent with the provisions of *Neb. Rev. Stat.* §§ 13-806 (1997). Compensation for time and salary benefits, if any, shall be provided in the Estimated Financial Plan.

4.04 **Insurance.** JAVA shall require any third party under contract with JAVA to provide trade, contractor, or professional services for the activities and services stated or contemplated by this Agreement, to obtain and keep in force, policies of insurance including coverage for general liability, professional liability and property in the form and amounts required by the standard City requirements for that particular trade, contractor, or professional services. For general liability, each Partner shall be named as an additional insured on such policies of insurance. All insurance requirements and certificates of insurance shall be approved by the City Attorney for conformance with the provisions of the Agreement. A certificate of insurance evidencing the insurance policies as required above with proof of payment of the premium shall be provided with the contract documents. Such certificates shall specifically require the insurance companies to give at least thirty (30) days written notice in the event of cancellation of, or material change in any of the policies to the named insured and additional insureds.

4.05 **Indemnity.** Each Partner agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions as provided by law, and shall not be responsible for the acts or omissions of the other Partners. Each Partner agrees to hold harmless and indemnify the other Partners from and assume all risk and liability for any injury to persons or property resulting in any manner from each Partner's own acts or omissions related to this

Agreement, including any injury producing acts or omissions by each Partner's own officers, agents or employees. Liability includes any claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from the performance or breach of this Agreement, that results in any claim for damage whatsoever, including bodily injury, sickness, disease, death, or any injury to destruction of tangible property. In no event shall this section apply to make any officer, agent, or employee personally liable to any other person.

SECTION 5
PURPOSES

5.01 **Purposes.** The purposes of this Agreement within the meaning of *Neb. Rev. Stat.* §§ 13-804(3)(c)(1997) shall be as follows:

5.01.1 **Responsibilities.** (a) To carry out the powers, duties and obligations of The Three Partners, as provided in this Agreement, relating to the planning and implementation of the Project, and (b) to provide for joint dissemination of public information and receipt of public input, planning, development, design, review, cooperation and coordination of the Project by The Three Partners;

5.01.2 **Joint Action.** To obtain the benefit of joint or cooperative action consistent with the provisions of *Neb. Rev. Stat.* §§ 13-801 through 13-827(1997);

5.01.3 **Create JAVA.** To create JAVA within the meaning of *Neb. Rev. Stat.* § 13-804(6)(1997) to act jointly and cooperatively for The Three Partners.

5.01.4 **Phase One Components.** JAVA will be responsible for construction of the Phase One Components. Once construction has been completed and accepted, all operation, maintenance, repairs and inspection activities will be the responsibility of the appropriate individual Partner.

SECTION 6
MANNER OF FINANCING
AND
ESTABLISHING AND MAINTAINING A BUDGET

6.01 **Maximum Economy.** The Three Partners desire to obtain the maximum practicable economy and the equitable sharing of the resulting benefits and costs of the Project.

6.01.1 **Benefits.** It is acknowledged by Each Partner that one of the primary benefits of coordinating and carrying out an interrelated and multi-jurisdictional set of projects over a multi-year time frame is that Each Partner contributes a relatively small portion of the overall investment of funds, assets and administrative services, and in return receives relatively high total public benefits. This high total return of net benefits cannot be achieved if one of the Partners fails to carry out its responsibilities or fails to provide its share of funds, assets and administrative services over the life of a multi-year construction time frame. In order to receive the desirable net public benefit, Each Partner

needs to provide its share of the funds, assets and administrative services over the Phase One Components time frame based upon an Estimated Financial Plan, a copy of which is attached hereto as **Exhibit "D"**.

6.01.2 **Best Efforts.** It is recognized that Each Partner has other governmental duties and responsibilities that far exceed the scope of the Phase One Components. Each Partner has its own governing laws and annual budget processes that require such Partner to fulfill its total governmental duties on a yearly basis based upon legal and fiscal constraints, while remaining responsive to ever changing situations, shifts in public interest, and emergencies. Each Partner recognizes and acknowledges the other Partners governmental duties and, in good faith, agrees to use its best efforts to contribute its fair share of the funds, assets and administrative services over the Phase One Components time frame based upon the Estimated Financial Plan.

6.02 **Manner of Financing.** The manner of financing the joint and cooperative undertaking within the meaning of *Neb. Rev. Stat.* § 13-804(3)(d) (1997) shall be as follows:

6.02.1 **Preparation Period.** Each Partner executing this Agreement shall pay an amount to be determined by the governing bodies of Each Partner. Such amount shall be based on the appropriate share of Each Partner's obligation for the total amount necessary to finance the Preparation Period of this Agreement, as shown in the Estimated Financial Plan attached hereto as **Exhibit "D"**.

6.02.2 **Implementation Period.** Each Partner executing the supplement to this Agreement shall pay an amount to be determined by the governing bodies of Each Partner. Such amount shall be based on the appropriate share of Each Partner's obligation for the total amount necessary to finance the Implementation Period of this Agreement, as shown in the Estimated Financial Plan attached hereto as **Exhibit "D"**.

6.02.3 **Unexpected Conditions.** In the event that unexpected conditions arise which cause any material increase to the overall Estimated Financial Plan, the Project Manager will notify the Administrative Board of JAVA and Each Partner in a timely manner. In the event that JAVA deems it necessary to seek additional funds, assets or administrative services from the Three Partners, such request will be submitted in writing and reviewed within the budgeting framework and time constraints of Each Partner. Each Partner reserves its authorization, appropriation and taxing powers to approve any requested additional funds, assets or administrative services.

6.02.4 **No Taxing Authority.** JAVA shall at no time have authority to levy taxes or to bond the credit or revenues of the Three Partners or any Partner.

6.03 **Budget.** The manner of establishing and maintaining a budget with the meaning of *Neb. Rev. Stat.* § 13-804(3)(d)(1997) shall be as follows:

6.03.1 **Written Budgets.** The Administrative Board of JAVA shall prepare and distribute to each Partner in April of each year, a written estimate of revenues and

expenditures proposed for the subsequent fiscal year, based on the Estimated Financial Plan, as it may be amended from time to time, and the actual status of the implementation of the Phase One Components. Included with the written estimate of revenues and expenditures shall be a recommended funding amount needed from each Partner. After the adoption of an annual budget by Each Partner, the Administrative Board shall prepare, establish, and adopt a budget of revenue and expenditures annually in accordance with the bylaws, rules and regulations adopted by the Administrative Board, for the prosecution and completion of the work undertaken by JAVA for such fiscal year.

SECTION 7
METHODS EMPLOYED IN ACCOMPLISHING TERMINATION OF INTERLOCAL COOPERATION AGREEMENT AND FOR DISPOSING OF PROPERTY UPON SUCH TERMINATION

7.01 **Termination of Agreement.** The permissible method or methods to be employed in accomplishing the partial or complete termination of this Agreement with the meaning of *Neb. Rev. Stat.* § 13-804(3)(e)(1997) shall be as follows:

7.01.1 **Early Termination.** Any Partner may, during the Implementation Period of this Agreement, terminate its participation in this Agreement if such Partner cannot meet its financial obligations under this Agreement ("Terminating Partner"). Provided however, that a Terminating Partner shall give two (2) years prior written notice to JAVA and the other Partners ("Notice"). The Notice shall not become effective until the expiration of two full calendar years after the Notice has been given ("Termination"). During the intervening time period between Notice and Termination, the Terminating Partner shall be responsible for paying its share of the costs and expenses as established in the annual Budget adopted by JAVA. Termination by a Terminating Partner shall not otherwise impair, amend or alter any obligations or liabilities that the Terminating Partner may have individually incurred prior to the Termination with respect to any Phase One Components. Termination by a Terminating Partner shall only effect the participation of the Terminating Partner in this Agreement and this Agreement shall continue to be effective and binding on all remaining Partners. The Terminating Partner shall no longer be a member of the Administrative Board of JAVA effective on the date of Termination.

7.01.2 **Quorum.** Upon the receipt of the Notice of Termination as provided in 7.01.1 above, the number of votes required for a quorum and to approve or pass an action by JAVA shall be reduced by one.

7.01.3 **Complete Termination.** The complete termination of this Agreement shall occur as follows:

7.01.3.1 **Vote.** The complete termination of this Agreement shall occur upon the vote of 100% of all members of the Administrative Board of JAVA entitled to cast a vote, subject to the provisions of 7.01.2 above, which vote may

occur only at a meeting of the Administrative Board specifically called for such purpose. All members of the Administrative Board entitled to vote, whether or not represented in person by a representative or alternate representative at such meeting, shall be counted as members of the Administrative Board at any such meeting in determining whether 100% of all members of the Administrative Board have voted as such meeting in favor of the complete termination of this Agreement.

7.01.3.2 **End of Term.** If not earlier terminated as provided in Paragraph 7.01.3.1 hereof, the complete termination of this Agreement shall occur as provided in section 3.01 above.

7.02 **Property Disposal.** The permissible method or methods to be employed for disposing of property upon such partial or complete termination with the meaning of *Neb. Rev. Stat.* § 13-804(3)(e) (1997) shall be as follows:

7.02.1 **Terminating Partner.** No Partner terminating its participation in this Agreement under section 7.01.1 hereof shall be entitled to a refund of any funds previously paid by such Partner to JAVA or any property of JAVA either upon the termination of participation in this Agreement by such Partner under section 7.01.1 hereof or upon complete termination of this Agreement under section 7.01.3 hereof. In the event a Terminating Partner holds any real or personal property related to the Project, such Terminating Partner shall at the time of Termination, transfer and convey such property to the remaining Partners, as the remaining Partners shall agree.

7.02.2 **Complete Termination.** Upon complete termination of this Agreement under section 7.01.3 hereof, the property of JAVA, if any, shall be disposed of as follows:

7.02.2.1 **Debts.** All outstanding debts and obligations of JAVA shall be paid; and

7.02.2.2 **Property.** All remaining property of JAVA shall be distributed to the remaining Partners at the time of the complete termination based on the amount of funds contributed by each remaining Partner at the time of the complete termination compared to the total funding of all Partners at the time of the complete termination of this Agreement, or as such remaining Partners shall agree.

SECTION 8
MISCELLANEOUS PROVISIONS

8.01 **Good Faith.** Each Partner shall comply with the terms and conditions of this Agreement in good faith, and the other Partners may rely upon such good faith compliance.

8.02 **Assignment.** No Partner may assign its contractual rights under this Agreement, except to a successor public agency.

8.03 **Resolution.** Each Partner shall have taken prior to the execution of this Agreement appropriate action by ordinance, resolution or otherwise pursuant to the law of the governing body of such Partner in the form of **Exhibit "E"** for the Preparation Period and **Exhibit "F"** for the Implementation Period so that this Agreement may enter into force consistent with the provisions of *Neb. Rev. Stat.* § 13-804(2) (1997) and shall, within thirty (30) days after execution of this Agreement by such Partner, provide JAVA with a copy of the documentation reflecting such action by ordinance, resolution or otherwise properly dated, signed and sealed by the appropriate representative of the governing body of such Partner.

8.04 **Appointment of Representative.** Each Partner shall, with thirty (30) days after execution of this Agreement by such Partner, provide JAVA with a copy of appropriate action by ordinance, resolution or otherwise in the form of **Exhibit "E" and Exhibit "F"** properly dated, signed and sealed by appropriate representative of the governing body of such Partner indicating the appointment of a representative and alternate representative authorized by such Partner to act on behalf of such Partner at any meeting of the Administrative Board of JAVA. Any representative or alternate representative authorized to act on behalf of any Partner at any meeting of the Administrative Board shall have full authority to exercise any powers, duties or rights of such Partner as a member of the Administrative Board and nothing further than the appointment of such representative or alternate representative by such Partner shall be required for such representative or alternate representative to exercise any powers, duties or rights of such Partner as a member of the Administrative Board of at any meeting of the Administrative Board. The Administrative Board may adopt provisions for notification to JAVA of any changes in the appointment of a representative or alternative representative by any Partner and the authority of a representative or alternative representative to act on behalf of any Partner at any meeting of any committee of the Administrative Board in any bylaws, rules or regulations adopted by the Administrative Board.

8.05 **Amendment.** This Agreement may be amended at any time in writing duly signed by each of the Three Partners upon appropriate action by ordinance, resolution or otherwise pursuant to the law of the governing body of each Partner so that any such amendment to this Agreement may enter into force consistent with the provisions of *Neb. Rev. Stat.* § 13-804(2) (1997).

8.06 **Entire Agreement.** This Agreement contains the entire agreement of the Three Partners. All prior and contemporaneous negotiations, discussions, and other writings are merged and incorporated herein, it being the intention of the Three Partners that this Agreement is a final and full expression of their agreement. No representations were made or relied upon by any Partner other than those expressly set forth herein.

8.07 **Governing Law.** This Agreement shall be governed by the laws of the State of Nebraska.

8.08 **Severability.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be invalid, unenforceable, or otherwise inoperative, the remaining sections shall continue in full force and effect as if agreed to without the inoperative provisions.

8.09 **Nondiscrimination.** In carrying out the terms and conditions of this Agreement, JAVA and the Three Partners shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or martial status pursuant to the requirements of applicable law. JAVA and the Three Partners shall maintain Fair Labor Standards in the performance of this Agreement as required by applicable law.

8.10 **Conflict of Interest.** have any No officer, employee, or agent of the Partners shall personal pecuniary interest, direct or indirect, arising out of or related to this Agreement.

8.11 **Construction.** Section headings used in this Agreement are for convenience of reference only and do not modify the terms used in this Agreement. Each Partner has participated in the drafting of this Agreement to the effect that the rule of construction resolving ambiguity against the drafting Partner shall not apply, and no inference in favor of, or against any Partner shall be drawn from the fact that one Partner has drafted the same.

8.12 **Default.** If any Partner or JAVA believes that a Partner is in default of any obligation or responsibility that such Partner has under this Agreement ("Defaulting Partner"), then the Partner claiming a default or JAVA shall give written notice to the Defaulting Partner, and the Defaulting Partner shall have thirty (30) days from the receipt of the notice to cure the default. If the Defaulting Partner fails to cure the default, then the non-defaulting Partners or JAVA shall have any right or remedy that the law allows with respect to the claimed default.

8.12 **Notice.** Any notice which is required or may be given under this Agreement to any Partner shall be in writing and either delivered personally or sent be certified mail to:

University:	Vice Chancellor for Business and Finance 210 Canfield Administration Building University of Nebraska-Lincoln Lincoln, NE 68588
City:	Mayor 555 South 10th Street Lincoln, NE 68508 and Director of Public Works and Utilities 555 South 10th Street Lincoln, NE 68508
LPSNRD:	General Manager

3125 Portia St.
P.O. Box 83518
Lincoln, NE 68501-3518

IN WITNESS WHEREOF, the Three Partners have signed and executed this Agreement by separate attachment effective on the date agreed to above.

EXHIBIT "A"

ATTACHMENT
TO
JOINT ANTELOPE VALLEY AUTHORITY
INTERLOCAL COOPERATION AGREEMENT

The undersigned, a public agency with the meaning of *Neb. Rev. Stat.* § 13-803 (1997), executes the attached Joint Antelope Valley Authority Interlocal Cooperation Agreement initiating the Preparation Period this ____day of _____2000.

_____

By _____

Title _____

EXHIBIT "B"

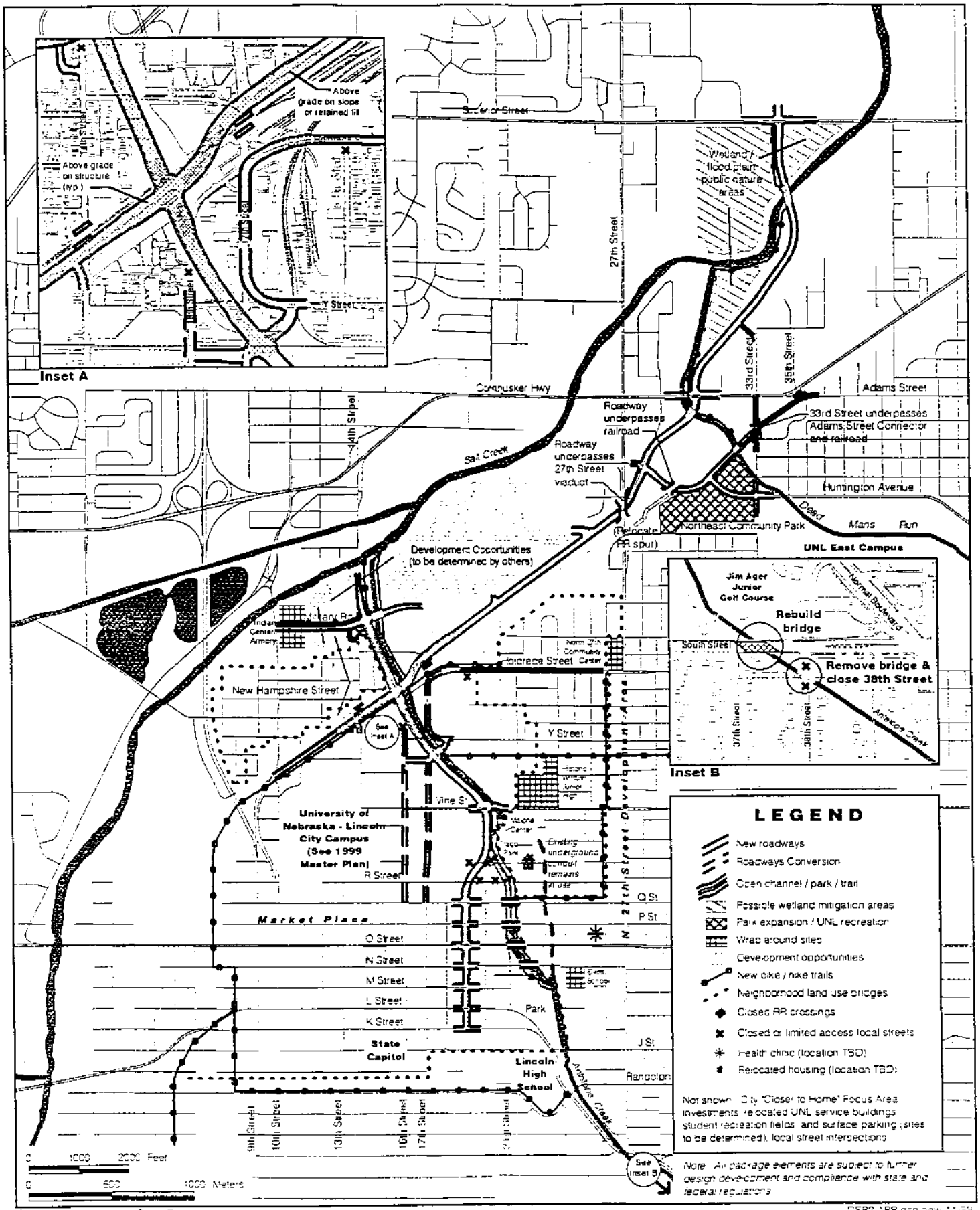
SUPPLEMENTAL ATTACHMENT
TO
JOINT ANTELOPE VALLEY AUTHORITY
INTERLOCAL COOPERATION AGREEMENT

The undersigned, a public agency with the meaning of *Neb. Rev. Stat.* § 13-803 (1997), executes the attached Joint Antelope Valley Authority Interlocal Cooperation Agreement initiating the Implementation Period this ____day of _____ 200_.

_____

By _____

Title _____



Source: Antelope Valley Study Team

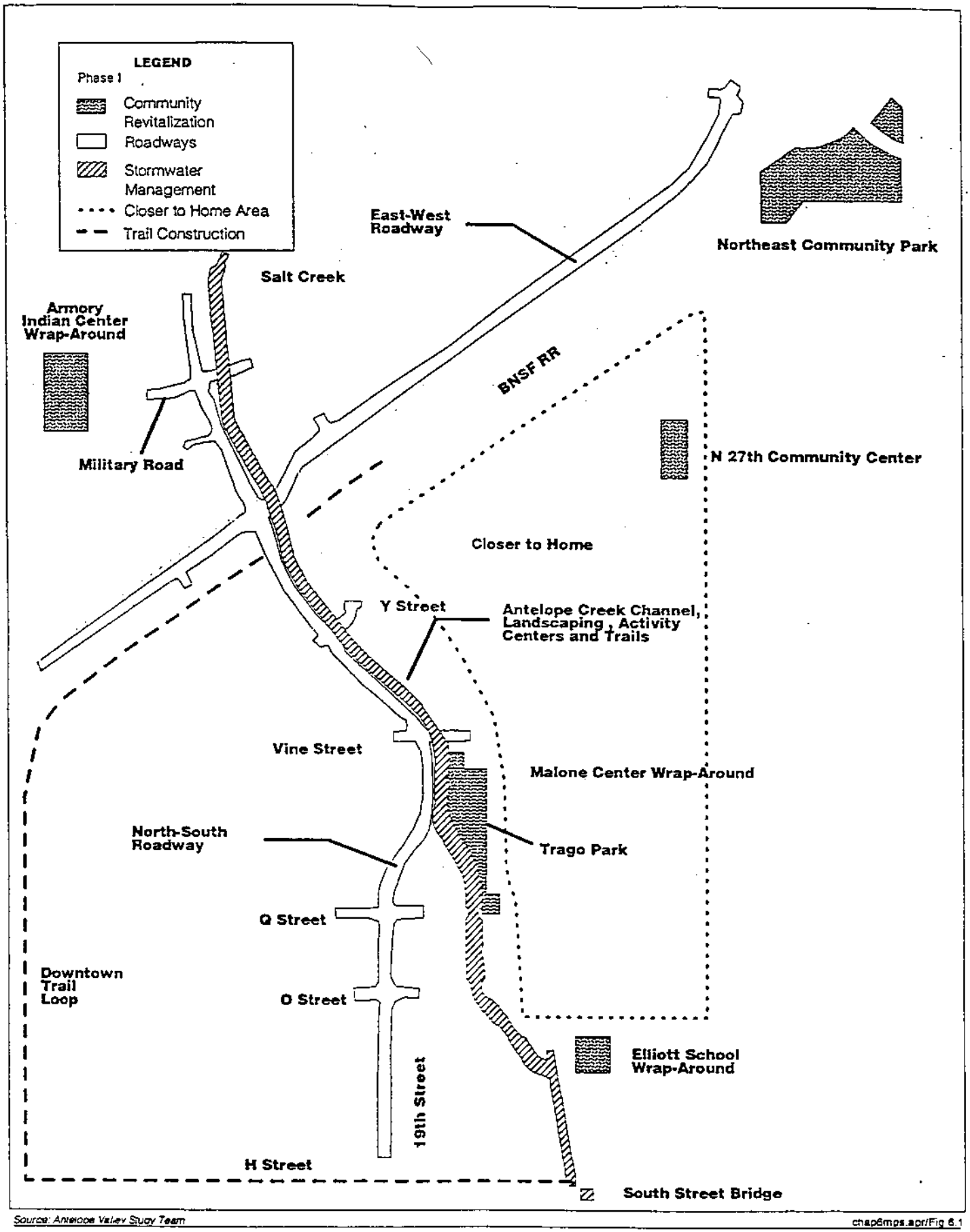
DSP2 APR.csp new 11/99

ANTELOPE VALLEY STUDY

City of Lincoln, Nebraska
University of Nebraska - Lincoln
Lower Platte South Natural Resources District

AMENDED DRAFT SINGLE PACKAGE

Exhibit "C"



Source: Antelope Valley Study Team

chap6mps.apr/Fig 6.1

ANTELOPE VALLEY STUDY

City of Lincoln, Nebraska
University of Nebraska - Lincoln
Lower Platte South Natural Resources District

FY 2000 - FY 2005
PHASE1 PROJECTS

EXHIBIT "D"

JAVA ESTIMATED FINANCIAL PLAN

The JAVA ESTIMATED FINANCIAL PLAN is based on the latest budget costs, predicted revenues, and schedule information. It represents a reasonable expectation of a sequence of implementation and financing events. As required by this Interlocal Agreement, the JAVA ESTIMATED FINANCIAL PLAN will be updated at least annually for submission to the members' for their budget approval.

There is one table for each of the major program areas = Community Revitalization, Stormwater Management, and Transportation, All numbers are shown in 1999 Dollars.

JAVA ESTIMATED FINANCIAL PLAN -- COMMUNITY REVITALIZATION

INITIAL PHASE 1

All in 1999 Dollars

PROJECT / ITEM	COST EST.	To Date	Fiscal Years in Six Year Program 2001	2002	2003	2004	2005	2006	6yr TOTAL	FUTURE YEARS
Final Design	$ 4,081,902	$ 384,017	$ 447,317	$ 268,255	$ 454,624	$ 35,714	$ 400,000	$ 138,310	$ 1,981,904	$ 2,100,000
ROW / Relo	$ 7,244,447	$ 1,448,000	$ 896,333	$ 784,610	$ 200,000	$ 1,895,500	$ 2,010,000	$ 10,000	$ 7,244,443	$ -
Construction	$ 42,550,315	$ 1,964,286	$ 1,289,286	$ 3,459,024	$ 2,647,591	$ 2,929,681	$ 2,189,075	$ 7,361,380	$ 21,540,323	$ 21,010,000
Inspection	$ 2,907,093	$ 126,168	$ 80,168	$ 208,396	$ 156,153	$ 196,978	$ 13,235	$ 656,000	$ 1,437,098	$ 1,469,800
Owners Costs	$ 851,004	$ 34,661	$ 27,754	$ 71,243	$ 45,655	$ 61,245	$ 3,020	$ 187,430	$ 431,009	$ 419,800
Project Total	$ 57,648,047	$ 3,810,800	$ 2,740,858	$ 4,791,528	$ 3,504,023	$ 5,119,118	$ 4,615,330	$ 8,356,400	$ 32,638,051	$ 25,000,000
Federal Urban Devt Fund	$ 7,125,000	$ 1,500,000	$ 875,000	$ 2,150,000	$ 850,000	$ 1,750,000	$ -	$ -	$ 7,125,000	$ -
Federal Park Grants 6(f)	$ 950,000	$ -	$ 150,000	$ 300,000	$ 300,000	$ 100,000	$ 100,000	$ -	$ 950,000	$ -
Federal Enhancement	$ 350,000	$ -	$ -	$ 50,000	$ 100,000	$ 200,000	$ -	$ -	$ 350,000	$ -
State Devt Grants	$ 2,320,000	$ -	$ 100,000	$ 605,000	$ 505,000	$ 510,000	$ 600,000	$ -	$ 2,320,000	$ -
State Park Funds	$ 1,500,000	$ -	$ 100,000	$ 400,000	$ 400,000	$ 600,000	$ -	$ -	$ 1,500,000	$ -
City Road Funds	$ 153,200	$ 27,564	$ 27,564	$ 19,614	$ 39,228	$ 39,228	$ -	$ -	$ 153,198	$ -
City Devt Funds / TIF	$ 7,176,400	$ 32,328	$ -	$ -	$ -	$ 1,000,000	$ 3,000,000	$ 3,176,400	$ 7,176,400	$ -
City Park & Rec Funds	$ 436,114	$ -	$ -	$ 149,604	$ 109,920	$ 96,260	$ 80,330	$ -	$ 436,114	$ -
City DPW&U Funds	$ 299,240	$ 1,450,908	$ (1,151,667)	$ (1,151,667)	$ -	$ -	$ -	$ -	$ 299,241	$ -
RTSD Funds	$ 150,000	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ 150,000	$ -
Private Lands	$ 1,748,000	$ -	$ 1,448,000	$ 100,000	$ 100,000	$ 100,000	$ -	$ -	$ 1,748,000	$ -
Private Funds	$ 35,083,500	$ 770,000	$ 670,000	$ 925,000	$ 1,022,500	$ 671,000	$ 835,000	$ 5,180,000	$ 10,073,500	$ 25,000,000
Project Total	$ 57,648,047	$ 3,810,800	$ 2,740,861	$ 4,791,528	$ 3,504,023	$ 5,119,123	$ 4,615,330	$ 8,356,400	$ 32,638,051	$ 25,000,000

Projects Included:

Phase 1

CLOSER TO HOME STRATEGIES / FOCUS AREAS
TRAIL LOOP AND LINKS TO EXISTING TRAILS *
NORTHEAST COMMUNITY PARK (Non UNL Relocation Portion)
TRAGO PARK EXPANSION
WRAP AROUND CENTERS -- North 27th, Elliott, Malone, and Indian/Armory
EAST DOWNTOWN REDEVELOPMENT ZONE
RELOCATE HOUSING INTO RESIDENTIAL AREAS

JAVA ESTIMATED FINANCIAL PLAN -- STORMWATER MANAGEMENT

INITIAL PHASE 1 = FULL ADSP

All in 1999 Dollars			Fiscal Years In Six Year Program							FUTURE
PROJECT / ITEM	COST EST.	To Date	2001	2002	2003	2004	2005	2006	6yr TOTAL	YEARS
Final Design	$ 3,203,288	$ 972,881	$ 1,491,056	$ 597,913	$ 141,439	$ -	$ -	$ -	$ 3,203,288	$ -
ROW / Relo	$ 16,278,372	$ 100,000	$ 7,364,889	$ 6,942,323	$ 1,871,161	$ -	$ -	$ -	$ 16,278,373	$ -
Construction	$ 31,885,951	$ -	$ 1,000,000	$ 3,315,627	$ 13,718,267	$ 13,006,947	$ 845,107	$ -	$ 31,885,951	$ -
Inspection	$ 1,913,157	$ -	$ -	$ 267,128	$ 821,639	$ 773,680	$ 50,706	$ -	$ 1,913,158	$ -
Owners Costs	$ 637,719	$ 56,951	$ 60,955	$ 135,754	$ 195,421	$ 177,371	$ 11,268	$ -	$ 637,719	$ -
Project Total	$ 53,923,416	$ 1,129,832	$ 9,916,899	$11,258,745	$ 16,747,926	$ 13,957,998	$ 907,082	$ -	$ 53,923,417	$ -
Federal COE -- WRDA	$ 24,711,708	$ 807,577	$ 2,755,352	$ 4,712,279	$ 8,488,166	$ 7,384,202	$ 564,131	$ -	$ 24,711,708	$ -
Federal Park Grants 6(f)	$ 800,000	$ -	$ -	$ -	$ -	$ 800,000	$ -	$ -	$ 800,000	$ -
Federal Enhancement	$ 1,550,000	$ -	$ -	$ -	$ 300,000	$ 1,250,000	$ -	$ -	$ 1,550,000	$ -
State Land Transfers	$ 3,851,154	$ -	$ 3,851,154	$ -	$ -	$ -	$ -	$ -	$ 3,851,154	$ -
State JAVA Grant	$ 5,695,000	$ -	$ 1,278,000	$ 1,700,000	$ 1,900,000	$ 817,000	$ -	$ -	$ 5,695,000	$ -
State Road Fds - Br. Repl	$ 2,354,256	$ -	$ -	$ -	$ 1,085,130	$ 994,130	$ 275,000	$ -	$ 2,354,256	$ -
City Road Funds	$ 5,180,458	$ 6,922	$ 100,000	$ 2,094,399	$ 2,207,293	$ 704,677	$ 67,170	$ -	$ 5,180,461	$ -
LPSNRD - Land Program	$ 4,245,833	$ 100,000	$ 1,538,259	$ 1,671,994	$ 935,580	$ -	$ -	$ -	$ 4,245,833	$ -
LPSNRD - Construction	$ 5,435,008	$ 215,333	$ 394,135	$ 1,083,559	$ 1,832,855	$ 1,907,758	$ -	$ -	$ 5,435,007	$ -
City Park & Rec Funds	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ 100,000	$ -
Project Total	$ 53,923,416	$ 1,129,832	$ 9,916,899	$11,262,232	$ 16,749,027	$ 13,957,767	$ 906,301	$ -	$ 53,923,413	$ -

Projects Included:

REACH A - SALT CREEK TO BNSF RAILROAD EMBANKMENT
REACH B - BNSF RAILROAD EMBANKMENT TO NORTH OF VINE STREET
REACH C - NORTH OF VINE STREET TO P STREET
REACH D - P STREET TO N STREET
REACH E - N STREET TO J STREET
REACH F - SOUTH STREET BRIDGE AT ANTELOPE CREEK

Note: Enhancement for Trails is $650,000 of Federal Road/Enhancement total
COE share is based on COE Feasibility Report (Draft.)
City share of bridges, utilities, and channel relocation based on City/LPSNRD (1965) Agmt.
Costs -- including ROW and design -- include all channel, bridge, walls, landscaping, and trails construction.
State Grants to JAVA are to pay costs for UNL and State Fair restorations to their facilities.
State Land transfers are UNL and State of Nebraska (State Fair) contributions to AV funding
RTSD share of channel relocation $360,000 and relocation utilities for channel $ 302,928 in Reach B

JAVA ESTIMATED FINANCIAL PLAN -- STORMWATER MANAGEMENT

INITIAL PHASE 1 = FULL ADSP

All in 1999 Dollars

PROJECT / ITEM	COST EST.	To Date	Fiscal Years in Six Year Program 2001	2002	2003	2004	2005	2006	6yr TOTAL	FUTURE YEARS
Final Design	$ 3,203,288	$ 972,881	$ 1,491,056	$ 597,913	$ 141,439	$ -	$ -	$ -	$ 3,203,288	$
ROW / Relo	$ 16,278,372	$ 100,000	$ 7,364,889	$ 6,942,323	$ 1,871,161	$ -	$ -	$ -	$ 16,278,373	$
Construction	$ 31,885,951	$ -	$ 1,000,000	$ 3,315,627	$ 13,718,267	$ 13,006,947	$ 845,107	$ -	$ 31,885,951	$
Inspection	$ 1,913,157	$ -	$ -	$ 267,128	$ 821,639	$ 773,680	$ 50,706	$ -	$ 1,913,158	$
Owners Costs	$ 637,719	$ 56,951	$ 60,955	$ 135,754	$ 195,421	$ 177,371	$ 11,268	$ -	$ 637,719	$
Project Total	$ 53,923,416	$ 1,129,832	$ 9,916,899	$ 11,258,745	$ 16,747,926	$ 13,957,998	$ 907,082	$ -	$ 53,923,417	$
Federal COE -- WRDA	$ 24,711,708	$ 807,577	$ 2,755,352	$ 4,712,279	$ 8,488,166	$ 7,384,202	$ 564,131	$ -	$ 24,711,708	$
Federal Park Grants 6(I)	$ 800,000	$ -	$ -	$ -	$ -	$ 800,000	$ -	$ -	$ 800,000	$
Federal Enhancement	$ 1,550,000	$ -	$ -	$ -	$ 300,000	$ 1,250,000	$ -	$ -	$ 1,550,000	$
State Land Transfers	$ 3,851,154	$ -	$ 3,851,154	$ -	$ -	$ -	$ -	$ -	$ 3,851,154	$
State JAVA Grant	$ 5,695,000	$ -	$ 1,278,000	$ 1,700,000	$ 1,900,000	$ 817,000	$ -	$ -	$ 5,695,000	$
State Road Fds - Br. Repl	$ 2,354,256	$ -	$ -	$ -	$ 1,085,130	$ 994,130	$ 275,000	$ -	$ 2,354,256	$
City Road Funds	$ 5,180,458	$ 6,922	$ 100,000	$ 2,094,399	$ 2,207,293	$ 704,677	$ 67,170	$ -	$ 5,180,461	$
LPSNRD - Land Program	$ 4,245,833	$ 100,000	$ 1,538,259	$ 1,671,994	$ 935,580	$ -	$ -	$ -	$ 4,245,833	$
LPSNRD - Construction	$ 5,435,008	$ 215,333	$ 394,135	$ 1,083,559	$ 1,832,855	$ 1,907,758	$ -	$ -	$ 5,435,007	$
City Park & Rec Funds	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ 100,000	$
Project Total	$ 53,923,416	$ 1,129,832	$ 9,916,899	$ 11,262,232	$ 16,749,027	$ 13,957,767	$ 906,301	$ -	$ 53,923,413	$

Projects Included:

REACH A - SALT CREEK TO BNSF RAILROAD EMBANKMENT
REACH B - BNSF RAILROAD EMBANKMENT TO NORTH OF VINE STREET
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Note: Enhancement for Trails is $650,000 of Federal Road/Enhancement total
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State Land transfers are UNL and State of Nebraska (State Fair) contributions to AV funding
RTSD share of channel relocation $360,000 and relocation utilities for channel $ 302,928 in Reach B

ANTELOPE VALLEY STUDY
CAPITAL IMPROVEMENT PROGRAM
SCHEMATIC FUNDING LIMITS

NOTE:

Roadway

Sections A - H are Phase I
Sections I - M are Phase II
Phase II sections are not included in cost tables

Stormwater

Sections A - F are all included in Phase I and costs are included in Phase I

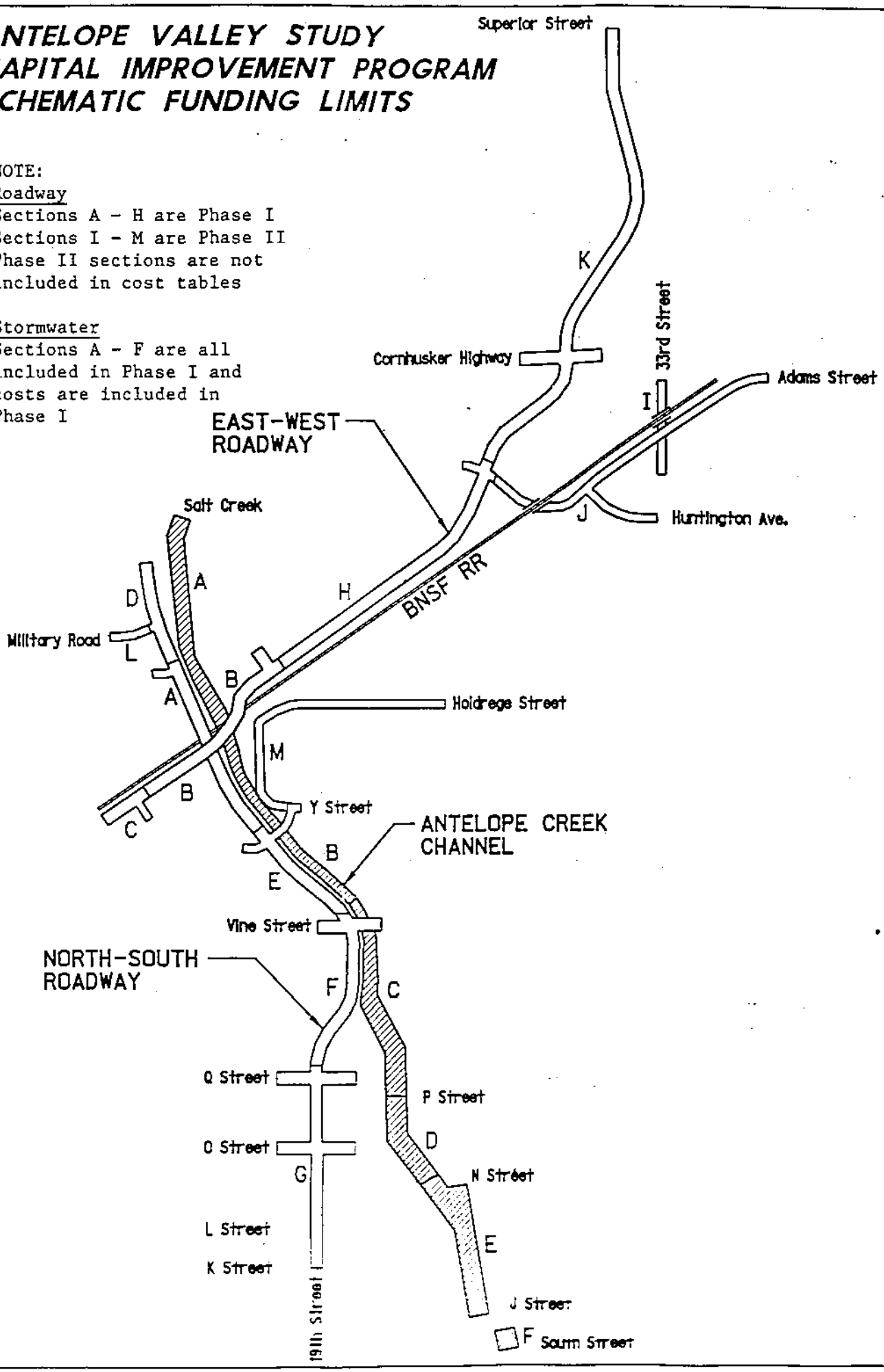

EXHIBIT "E"

RESOLUTION

WHEREAS, The Three Partners are public agencies within the meaning of *Neb. Rev. Stat.* § 13-803 (1997) and will enter into the Joint Antelope Valley Authority Interlocal Cooperation Agreement (the "Agreement") effective _____, 2000; and

WHEREAS, _____ desires to be a party the Agreement effective _____, 2000.

NOW, THEREFORE, BE IT RESOLVED BY_____that

1. _____shall enter into the Agreement effective _____, 2000.

2. The appropriate representative or representatives of _____ are authorized to execute **Exhibit "A"** initiating the Preparation Period of the Agreement on behalf of _____.

3. The appropriate representative or representatives of _____ are authorized to take all action necessary on behalf of_____ so that the Planning Period of the Agreement may enter into force consistent with the provisions of *Neb. Rev. Stat.* § 13-804(2) (1997).

4. _____ is appointed as representative and _____is appointed alternate representative to act on behalf of _____ at any meeting of the Administrative Board of JAVA created by the Agreement.

Dated this _____day of _____, 2000.

_____

BY: _____

Title:_____

EXHIBIT "F"

SUPPLEMENTAL RESOLUTION

WHEREAS, The Three Partners are public agencies within the meaning of *Neb. Rev. Stat.* § 13-803 (1997) and have entered into the Joint Antelope Valley Authority Interlocal Cooperation Agreement ("the Agreement") effective _____, 2000; and

WHEREAS, _____ desires to initiate the Implementation Period of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY_____that

1. _____shall initiate the Implementation Period of the Agreement.

2. The appropriate representative or representatives of _____ are authorized to execute **Exhibit "B"** initiating the Implementation Period of the Agreement on behalf of _____.

3. The appropriate representative or representatives of _____ are authorized to take all action necessary on behalf of_____ so that the Implementation Period of the Agreement may enter into force consistent with the provisions of *Neb. Rev. Stat.* § 13-804(2) (1997).

4. _____ is appointed as representative and _____is appointed alternate representative to act on behalf of _____ at any meeting of the Administrative Board of JAVA created by the Agreement.

Dated this _____day of _____, 200_.

_____

BY: _____

Title:_____