

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between LANCASTER COUNTY SCHOOL DISTRICT 001, a political subdivision, commonly known as Lincoln Public Schools (hereinafter referred to as "LPS") and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat § 13-801 et seq., (the "Act") of the State of Nebraska, provides that two or more public entities may enter into an agreement for joint cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act, and no separate legal or administrative entity is created under this Agreement, and

WHEREAS, the City desires to improve water quality by conserving existing wetlands and preventing bank destabilization which is a significant cause of sediment to area streams and lakes. Also the City desires to demonstrate the effectiveness of various water quality Best Management Practices including wetland rehabilitation and bank stabilization, and

WHEREAS, LPS is desirous of rehabbing of the stream bank and wetland which are environmental features, for the education of their students, and

WHEREAS, the City is required to develop a Public Education & Outreach Program, Public Participation & Involvement Program, and a Post Construction Runoff Program for its National Pollutant Discharge Elimination System program, and

WHEREAS, the City plans to enter into an agreement with EA Engineering, Science and Technology for the design of water quality Best Management Practices, and

WHEREAS, the design and installation of Best Management Practices for water quality at Lincoln Northstar High School will provide a demonstration of these best management practices and assist in meeting the objectives of the City's National Pollutant Discharge Elimination System program, and

NOW THEREFORE, in consideration of the above, and the covenants and conditions contained herein, the parties agree as follows:

1. Design of Best Management Practices for Water Quality. The City and LPS agree to cause the design, installation and maintenance of water quality Best Management Practices consisting of rehabilitation of the wetlands and stream stability (herein after referred to as "Improvements") for the Lincoln Northstar High School. The LPS program administrator must approve the design, purchase and installation of the Improvements.
2. Cost Responsibility, Design. City shall be responsible for the design costs of the Improvements listed in Paragraph 1 above at an estimated cost of \$50,000.
3. Cost Responsibility, Construction. Depending upon acceptability of the design by the school, available grant funding for the project, and available funding from the City, the

City will proceed with construction at their cost (which may include cost shares from the Lower Platte South NRD and grants).

4. Maintenance Responsibility. LPS shall be responsible for reasonable maintenance of the Improvements, including removal of debris, replacement of plants, and repair or replacement of damaged or deteriorated Improvements. LPS agrees to reasonably preserve and maintain the Improvements for a minimum of twenty years.
5. Purchase and Construction of the Improvements. If constructed, the City shall solicit bids from contractors for the purchase and installation of the Improvements. The City agrees to act as contract administrator for the purchase and installation of the Improvements. The City will coordinate and seek comments and approval from LPS, whose reasonable comments will be taken into account. LPS will act as the construction coordinator and observer.
6. Time Frame. The parties agree to use their best efforts to complete design of the Improvements by July 30, 2010.
7. Future Ownership of Improvements. Upon the completion of installation, the Improvements shall become the property of LPS and this agreement the City does hereby grant, bargain, sell and convey the same to LPS.
8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.
9. Amendments. This Agreement may only be amended or modified in writing signed by all parties to this Agreement.
10. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.
11. Execution in Counterparts. This Agreement may be executed on two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
12. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.
13. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules and interpretation of contracts generally.

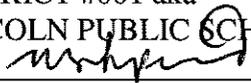
14. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by the City, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.
15. Assignment. In the case of the assignment of the obligations under this Agreement by any of the parties hereto, prompt written notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other party to this Agreement.
16. Program Administrators. The City and LPS shall each designate a Program Administrator for this Agreement. The program administrators shall be directly responsible for developing, designing, and managing the cooperative undertaking set forth in this Agreement. Except as otherwise provided herein, the administrators shall mutually administer this Agreement and agree on the program as provided herein. The program administrator may be changed from time to time by any party appointing such administrator upon no less than seven (7) days advance written notice to the other party.

IN WITNESS WHEREOF, each of the parties hereto have executed and delivered this document by its duly authorized officer this day of, 2009.

THE CITY OF LINCOLN, NEBRASKA
A municipal corporation,

Chris Beutler, Mayor

LANCASTER COUNTY SCHOOL
DISTRICT #001 aka
LINCOLN PUBLIC SCHOOLS

By: 
Title: Mark W. Shepard
**Associate Superintendent
for Business Affairs**

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