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**COOPERATION AGREEMENT
FOR PRAIRIE CORRIDOR ON HAINES BRANCH
BETWEEN CITY OF LINCOLN AND NATIONAL AUDUBON SOCIETY, INC.**

This Cooperation Agreement ("Agreement") is made and entered into as of the date fully executed below by and between the City of Lincoln, Nebraska, a municipal corporation ("City"), and the National Audubon Society, Inc. ("Audubon") through its Spring Creek Prairie Audubon Center office ("SCPAC").

WHEREAS, all parties have an interest in the management of Nebraska's wildlife habitat and the wildlife resource; and

WHEREAS, the parties agree that habitat in Nebraska, particularly the rare and unique tallgrass prairie, needs to be appropriately protected, restored, and managed on both public and private lands; and

WHEREAS, the parties agree that establishment of a prairie corridor and trail connection along the Haines Branch of Salt Creek from Pioneers Park to the Spring Creek Prairie Audubon Center with a connection to Conestoga Lake will support recreational benefits and economic opportunities; and

WHEREAS, in 2012, the City and Lower Platte South Natural Resources District partnered on a project to complete the Salt Valley Greenway and Prairie Corridor Master Plan ("Plan") that laid the foundation for this project, with the Executive Summary of the Plan found at https://lincoln.ne.gov/city/parks/programs/info/links/4.FinalExecSummary_Aug.pdf; and

WHEREAS, in 2013 and 2016, the City obtained Nebraska Environmental Trust grants for the Prairie Corridor on Haines Branch Implementation Project ("Project"), which was supported by the Prairie Corridor Partnership ("Partnership"), a collaboration of public and private funding and project partners, which includes SCPAC; and

WHEREAS, since the Project's inception, the Partnership has been successful in completing approximately 2.4 miles of trail, conserving over 650 acres through the purchase of land and easements, and re-establishing over 100 acres of tallgrass prairie, and has continued to increase the number of public and private partners in the Project; and

WHEREAS, the parties desire to work together with the Partnership in support of the Project 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 both City and SCPAC through cooperative exercise of authority among the parties. This Agreement provides a mechanism for the cooperative planning, development, administration, implementation, management, operation and maintenance and evaluation of the “Salt Valley Greenway and Prairie Corridor Master Plan,” limited to the Prairie Corridor on Haines Branch Implementation Project. The Prairie Corridor on Haines Branch is a tallgrass prairie passage and trail that will link two of Lincoln and Lancaster County’s premier environmental resource and education centers. It will generally follow the Haines Branch of Salt Creek from the Pioneers Park Nature Center, to the Conestoga Lake State Recreation Area, extend down through the Village of Denton, and on to the Spring Creek Prairie Audubon Center, and may be expanded further in the future. The Corridor will support economic development, build on the City’s nationally recognized trail system, support environmental education, reflect the community’s natural heritage, and promote the enhancement and preservation of one of Nebraska's most valuable resources--tallgrass prairie. Other projects within the Plan will be the subject of future amendments to this Agreement. No joint or separate legal or administrative entity, agency relationship, or formal partnership is created under this Agreement.

2. Duration.

This Agreement shall be for a term of twenty (20) years, beginning as of the date of execution of this Agreement. The parties may renew the Agreement for additional five (5) year periods by written amendment or agreement.

3. Project Components.

The major Project components to be undertaken by this Agreement include:

a. *Economic Opportunity.* Support of economic development efforts by celebrating the natural heritage of the “Prairie Capital” with an outstanding tallgrass prairie experience and trail ride that will attract visitors and/or encourage them to stay another day in Lincoln.

b. *Conservation.* Preservation of natural resources, floodplains, and open space through land and easement acquisition. The resources to preserve and/or restore include tallgrass prairie, riparian woodlands, wetlands, floodplains and the stream corridor.

c. *Habitat Development.* Preservation and enhancement of native prairie and grassland areas, re-establishment of native prairie, riparian woodland plantings, freshwater and

saline wetland enhancement and ensuring habitat connectivity and land management along the corridor.

d. *Trail Corridor.* Establishment of a trail connection from Pioneers Park west to Conestoga Lake and south through the Village of Denton to Spring Creek Prairie Audubon Center.

e. *Education/Outreach and Research.* Development and implementation of an education/outreach plan, materials and interpretive signage, and cooperation with the University of Nebraska-Lincoln and other partners to increase the knowledge base regarding the preservation and enhancement of a species-rich, resilient tallgrass prairie.

4. City Responsibilities.

City shall:

a. Serve as the lead agency for implementation of the Project and be responsible for coordinating Partnership activities, including annual reporting on project progress and accomplishments.

b. Provide leadership in developing and implementing natural resource plans, including the “Salt Valley Greenway and Prairie Corridor” Master Plan.

c. Pursue grants and private funding opportunities to assist in funding the Project.

d. Serve as the primary agency to oversee contracts for implementation of the Project as they may relate to research, restoration, enhancement, or re-establishment of natural resources, and trail design and construction.

e. Provide support for implementation of the Project by supplying annual cash match and in-kind services for Nebraska Environmental Trust grants and other grants.

f. Provide support for long-term management of the Project as described in section 6(e), below.

5. SCPAC Responsibilities.

Audubon through SCPAC shall:

a. Serve as a primary project partner with City, and contribute staff time toward all major Project components, including but not limited to Partnership coordination, plan refinement, resource evaluation, site visits, land purchases, drafting and review of conservation easements, scientific studies, trail design and construction, including a segment of trail on

SCPAC land which will be designed and constructed under a separate agreement specific to that project, and/or other Project activities as may be agreed upon by the parties.

b. Oversee contracts where appropriate and as agreed upon by the parties, such as contracts for work to survey boundaries, to conduct resource assessments, to re-establish natural resources, and/or for long-term management of the Project as it relates to land management and trail operation and maintenance.

c. Assist in the preparation of grants or the pursuit of private funding sources for the Project as requested by City.

d. Provide support for implementation of the Project by supplying, as appropriate, annual in-kind services for Nebraska Environmental Trust grants and other grants.

e. Provide support for long-term management of the Project as described in section 6(e), below.

6. Mutual Responsibilities.

The parties shall, in cooperation with the Partnership:

a. Cooperate and provide financial, technical, and administrative assistance for conservation, habitat development, a trail and trail corridor, and education/outreach for the Project.

b. Each designate a Project Administrator to be the primary person responsible for administration of the Project on behalf of each agency.

c. Develop measurable goals for natural resource conservation and re-establishment, with an emphasis on tallgrass prairie.

d. Cooperate to implement the conservation, habitat development, and trail corridor goals outlined in this Agreement via land and easement purchases, habitat development, trail construction, and land management practices.

e. Support the long-term management of the Project by coordinating land management plans and activities.

f. Develop and implement a coordinated education and outreach program

g. Coordinate on mutually beneficial fundraising efforts as part of the Project.

7. Terms

a. The parties shall indemnify, defend and hold harmless each other, and 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 to the other party, 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.

b. The parties may provide assistance with shared equipment and staff for discrete portions of the Project as determined necessary and mutually agreed upon in writing.

c. Either party has the right to terminate this Agreement if the other party fails 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 three (3) months in advance of the effective date, and after the parties meet to discuss options for termination of the Agreement. Each party shall be responsible for its share of accumulated cost of the Project up to the time of termination. The parties agree that land rights acquired cooperatively between the parties in support of the Project will not be conveyed or re-assigned except by mutual consent, with the intent of the land continuing to serve the conservation principles of the Project.

8. Acquisition of Land and/or Easements.

The parties agree to cooperatively seek the purchase of land, conservation easements and/or trail easements as may be available and appropriate for conservation, habitat development, and/or trail connections for the Project, based upon the goals identified in the Plan. The Project boundaries and the conservation goals in the Plan are intended to be used as flexible guides to help achieve Project goals and objectives. Priorities for acquisition will be based upon landowner interest, habitat value, and corridor connectivity. Decisions about fee simple vs. easement acquisition will be made based both upon landowner interest and the importance of the resource to be protected. Both parties acknowledge that SCPAC's acquisition or disposition of land, including easements,

requires prior approval by Audubon's Board of Directors ("Audubon Board"), or an authorized Audubon Board committee.

SCPAC will continue to pursue the protection of properties that are within its planning area through conservation easements and fee simple purchases. SCPAC will be responsible for land management and habitat restoration on properties that are under its ownership and/or control.

Notwithstanding, the parties may cooperatively determine, on a case-by-case basis, an alternative arrangement for acquisition and ownership (including, if appropriate, recommending acquisition by another agency or organization). Considerations for alternative approaches may include the resources to be protected, corridor connectivity, funding source, and/or the expected management plan and needs. SCPAC will take a lead role in management of land acquired by SCPAC, and for easements if and where applicable. A ledger of ownership for land and easements will be maintained by the parties.

9. Trail.

SCPAC shall cooperate with City to grant City a trail easement in a location to be mutually agreed upon that gives access to SCPAC land located generally at the street address of 11700 SW 100 Street, Denton, NE 68339. The access point shall be determined mutually by the parties, and any grant of easement is subject to prior Audubon Board approval.

10. Amendments.

This Agreement may be amended by mutual consent of both parties. Any amendments to this Agreement must be in writing.

11. Governing Law and Interpretation.

This Agreement shall be subject to the laws of the State of Nebraska and ordinances of the City. 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. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. The parties agree to comply with fair employment and fair labor standards under Nebraska and federal law and with federal immigration verification system standards under Nebraska law.

12. Capacity.

The undersigned do hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind his or her represented party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF LINCOLN, NEBRASKA,
A Municipal corporation,

DATED: _____

BY: _____

Chris Beutler, Mayor
City of Lincoln

NATIONAL AUDUBON SOCIETY, INC.

DATED: December, 5 2017

BY: Will [Signature]

NAME AND POSITION: William Taddicken Director Audubon Nebraska