INTERLOCAL COOPERATION AGREEMENT
SALINE WETLANDS

This Interlocal Cooperation Agreement is made and entered into on this 3rd day of March, 2003, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City," the Nebraska Game and Parks Commission, and Lower Platte South Natural Resource District. Nebraska Game and Parks Commission is a political subdivision, hereinafter referred to as the "Commission." Lower Platte South Natural Resource District is a political subdivision, hereinafter referred to as the "NRD."

WHEREAS, all parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, *Neb. Rev. Stat.* §13-801, et. seq., as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, all parties have interests 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 Eastern Nebraska Saline Wetlands, need to be properly protected, restored, and managed on both public and private lands; and

WHEREAS, in 2002, the City obtained a Nebraska Environmental Trust grant for the Eastern Saline Wetland Project. The full-share partners of this project are the City, County of Lancaster, Commission, and NRD who will supply matching cash funds to acquire rights in Saline Wetlands and to hire a project coordinator; and

WHEREAS, the parties desire to establish a Saline Wetland Conservation Partnership, hereinafter referred to as "SWCP," that would be similar to partnerships called "Rainwater Basin Joint Venture" or "Sandhill Task Force"; and

WHEREAS, the parties enter this Agreement to outline the responsibilities of each party in establishing SWCP, providing and hiring of a coordinator, and to provide an instrument for cooperative development, administration, implementation, management and evaluation of the "Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands" (Attachment A).

NOW, THEREFORE, it is mutually agreed between the City, Commission, and NRD that this Agreement, establishing the Saline Wetland Conservation Partnership, is entered into upon the following terms and conditions:

1. **Purpose**. The Purpose of this Agreement is to establish the Saline Wetland Conservation Partnership as a cooperative exercise of authority among the parties without creating a separate joint entity and to hire a coordinator for the project. This Agreement is to provide an instrument for cooperative development, administration, implementation, management, and evaluation of the "Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands."

2. **Duration**. The duration of this Agreement shall be for a term of three (3) years from March 1, 2003.

3. **City's Operation**.

   a. To hire a coordinator.

   b. To review, annually by January 15th, the administration,

development, implementation, management, and evaluation of the SWCP and produce a written record of the review process.

c. To cooperate in the recognition of each parties' participation in this partnership.

d. To contract with affiliated parties, agencies, entities, and consulting firms to promote the goals of the SWCP.

4. **Coordinator**.

a. The City agrees to hire and supervise a coordinator to implement the "Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands" (Attachment A). The Coordinator shall be an employee of the City and shall not be represented as an employee of either the Commission or NRD.

b. The City shall be responsible for all obligations whatsoever which may occur or be required by Nebraska's Workmen's Compensation laws, tax law, or insurance laws in connection with the employment of the Coordinator. The City shall hold harmless the Commission and NRD against any obligation relating to any such liability in the employment of the Coordinator.

c. The City must not discriminate in employment for the coordinator position on the basis of race, color, religion, sex, disability, or national origin.

d. The City shall 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.

e. The Coordinator shall be hired by March 10, 2003 for a term of three (3) years.

f. The Coordinator's duties are described in Attachment C which include working in conjunction with the Steering Committee.

g. All parties mutually agree to provide the dollar amount specified in the payment schedule (Attachment B) for expenses associated with employing a coordinator, with the City making the final determination.

h. The NRD shall provide office and meeting space, equipment and supplies for the Coordinator as needed to fulfill the duties described in Attachment C. The City shall reimburse the NRD semiannually in the amount of $1,000 for these expenses.

i. All parties shall be involved in the selection process of a coordinator.

j. The City shall provide all other parties annually, on or about January 15th, a summary of accomplishments of the Coordinator and an itemized expense list associated with employment of the Coordinator.

5. **Financial.**

a. To work cooperatively with the City for the purposes of promoting the conservation of Eastern Nebraska's Saline Wetlands. In order to do this, the Commission and NRD agree to cost share with the City the costs associated with hiring a coordinator to implement the "Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands" (Attachment A).

b. To provide the dollar amount specified in the payment schedule (Attachment B) to the City as reimbursement for expenses associated with employing a coordinator.

c. That each party will be mutually responsible for any contractual

debts incurred in the normal administration, development, implementation, management, and evaluation of SWCP.

d. That expenses incurred by contractual employees in performance of duties may be payable upon mutual consent of all parties.

e. That each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of other parties and the results thereof.

f. That each party assumes all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this Agreement.

g. That each party assumes all liability for all costs, loss, damages, or expenses resulting from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to this Agreement.

h. 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.

i. If one or more of the parties lacks sufficient funding for this project, each party has the right to terminate this Agreement. Each party shall be responsible for its share of accumulated costs of the project up to the time of termination. The terminating party must give all other parties a ninety (90) day notice before termination becomes effective.

6. **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 administrative 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 & County: Terry Genrich, 2740 "A" Street, Lincoln, NE 68502 (402)441-7939 or another employee as designated by the City of Lincoln.

(2) Commission: Ted LaGrange, P.O. Box 30370, Lincoln, NE 68503 (402)471-5436 or another employee as designated by the Commission.

(3) NRD: Dan Schulz, P.O. Box 83581, Lincoln, NE 68501 (402)476-2729 or another employee as designated by NRD.

b. Representatives of all parties of this project will meet to develop the wetland conservation plan, create job descriptions, and review costs of the project. This committee will also recommend a coordinator for the City to hire.

c. The Steering Committee shall make recommendations to the City in regards to contracting with an affiliate party to further the goals of SWCP.

7. A representative of the affiliated party shall be appointed to the Steering Committee and allowed all duties as the representatives for the City, Commission, and NRD.

8. **Acquisition of land**.

The recommendation to pursue purchase of conservation easements and titles in fees simple of wetlands shall be made by the Steering Committee. Lands and rights

acquired shall be owned by one or more of the parties as recommended by a consensus of the Steering Committee and prior approval of the holding party.

9. **Amendments**

This agreement may be renewed, extended, or amended by mutual written agreement of all the parties.

10. **Statement of Law**

This agreement shall be subject to the laws of the State of Nebraska & ordinances of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF LINCOLN, NEBRASKA
a municipal corporation,

DATED:_____ By:_____
Don Wesely, Mayor, CITY OF LINCOLN, a political subdivision.

DATED:_____ By:_____
Kirk Nelson, Assistant Director
NEBRASKA GAME AND PARKS COMMISSION, a political subdivision.

DATED: March 28, 2003 By:_____
Glenn Johnson, Manager
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision.