

COOPERATION AGREEMENT

SALINE WETLANDS

This Cooperation Agreement (“Agreement”) is made and entered into on this ____ day of _____, 2006, by and between the City of Lincoln, Nebraska, a municipal corporation (“City”), and The Nature Conservancy, a non-profit corporation of the District of Columbia (“Conservancy”). This Agreement is a continuation of a similar cooperative agreement entered between the parties on or about June 6, 2003 (#C-030-0335, Resolution A-82112).

WHEREAS, the City has entered into an Interlocal Cooperation Agreement (“Interlocal Agreement”) with the Nebraska Game and Parks Commission (“NGPC”) and the Lower Platte South Natural Resource District (“NRD”) to for the Saline Wetlands Conservancy Partnership (“SWCP”); and

WHEREAS, the City and the Conservancy have a common interest in the management of Nebraska’s wildlife habitat and the wildlife resource; and

WHEREAS, the City and the Conservancy 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 2005, the City obtained a Nebraska Environmental Trust grant for the Eastern Saline Wetland Project (“Project”). The full-share partners of this Project are the City, NGPC, and NRD, hereinafter referred to as “Partners”, who will supply matching funds to acquire rights in Eastern Nebraska’s Saline Wetlands and to employ a coordinator; and

WHEREAS, the Conservancy wishes to enter into this Agreement with the City in order to become a partner of the SWCP; and

WHEREAS, the City and the Conservancy enter into this Agreement to outline the responsibilities of each party in establishing and furthering the SWCP and providing and hiring 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", herein after referred to as "Implementation Plan", attached and hereby incorporated into this Agreement as Attachment A.

NOW, THEREFORE, it is mutually agreed between the City and the Conservancy that this Agreement is entered into upon the following terms and conditions:

1. Purpose.

The Purpose of this Agreement is to further the interests of the SWCP as a cooperative exercise of authority among the parties without creating a separate joint entity and employ a coordinator for the Project. This Agreement provides a mechanism for the cooperative development, administration, implementation, management, and evaluation of the "Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands." (Attachment A)

2. Duration.

This Agreement shall continue for a term of three (3) years, beginning on the 1st day of March 2006, and terminating on the 28th day of February 2009.

3. City's Responsibilities. The City shall:

- a. Employ and supervise a coordinator during the term of this Agreement.
The Conservancy shall participate in the selection process of the coordinator; however, the City retains the final hiring approval.
- b. Review, annually by January 15th, the administration, development, implementation, management, and evaluation of the SWCP and produce a written report of the review process.
- c. Contract with affiliated parties, agencies, entities, and consulting firms to promote the goals of the SWCP.
- d. Be responsible for all obligations whatsoever which may occur or be required by Nebraska Workers' Compensation laws, tax law, or insurance laws in connection with the employment of the coordinator.
The City shall hold harmless and indemnify the Commission, NRD, and Conservancy against any loss, expense, damage, claim or suit relating to any workers' compensation liability in the employment of the coordinator, except when any loss, expense, damage, claim or suit is caused by the negligence of the Commission, and/or NRD, and/or Conservancy.
- e. Reimburse the NRD (pursuant to the Interlocal Agreement) annually in the amount of \$2,000 for the expenses associated with providing office space and meeting space, equipment and supplies for the coordinator.
- f. Provide the Conservancy annually, on or about January 15th, a summary of accomplishments of the coordinator and an itemized expense list associated with employment of the coordinator.
- g. Use the funds supplied by the Conservancy for the purposes described in this Agreement and for no other purpose. Any funds used for a purpose other than contemplated by this Agreement must be repaid to the Conservancy.

4. The Coordinator.

- a. The coordinator shall be an employee of the City and shall neither be nor represented to be an employee of either the Commission, NRD, Conservancy.
- b. The coordinator's duties are described in Attachment C, which include working in conjunction with the Steering Committee.

5. NRD Responsibilities.

Pursuant to the Interlocal Agreement, the NRD shall provide office and meeting space, equipment and supplies for the coordinator as needed in order that the coordinator may fulfill his or her duties as described in Attachment C.

6. All Parties' Responsibilities. The parties shall:

- a. Not discriminate in employment of the coordinator 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's Saline Wetlands.
- d. Provide the dollar amount specified in the payment schedule (Attachment B) to the City as reimbursement for expenses associated with employing the coordinator. As specified in the Attachment B, the Conservancy will provide Seventy-five Thousand Dollars (\$75,000) under this Agreement. That additional expenses incurred by the

coordinator in performance of coordinator duties may be payable with the written consent of all parties.

- e. Each be responsible for its pro rata share of any debts incurred by the City in the normal administration, development, implementation, management, and evaluation of SWCP, provided that the incurrence of any such debt has been approved in advance by the Steering Committee, and provided that such pro rata share shall not exceed the funds committed to the City under this Agreement as specified in Attachment B. Any expenditure that would cause the pro rata share to exceed the commitment made pursuant to this Agreement will require the prior written consent of each party.

7. Terms.

- a. To the fullest extent permitted by law, the parties shall indemnify defend and hold harmless each of the other parties, their 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. Share equipment for the management of all publicly owned areas within the eastern saline wetlands complex as determined necessary and mutually agreed upon.
- c. 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.
- d. Upon termination of this Agreement, all personal property and support equipment used in the management of property within the Eastern Saline Wetlands shall be divided as nearly as possible in portion to the funds provided according to this Agreement. If some or all of such property is not divisible, the City, NRD, Commission, or Conservancy shall have the option to acquire it by paying one or each of the other Partners the then market value of the property reduced by the proportional amount of the other Partners' original purchase contribution.

8. Steering Committee. The business and affairs of SWCP shall be conducted by the Steering Committee as follows:

- a. The Conservancy 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 Partner as Project Officers:
 - (1) City: Terry Genrich, 2740 A Street, Lincoln, Nebraska 68502
(402) 441-7939 or another employee as designated by the City of Lincoln.

- (2) Commission: Ted LaGrange, P.O. Box 30370, Lincoln, Nebraska 68503 (402) 471-5436 or another employee as designated by the Commission.
 - (3) NRD: Dan Schulz, P.O. Box 83581, Lincoln, Nebraska 68501 (402) 476-2729 or another employee as designated by the NRD.
 - (4) Conservancy: Director, Central Nebraska Project Office, 1228 "L" Street, Suite 1, P.O. Box 38, Aurora, NE 68818-0438 (402)694-4191.
- b. Representatives of all Partners 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.
 - d. A representative of an affiliated party shall be appointed to the steering committee and shall be entitled to the same rights and responsibilities as the representatives for the City, Commission, NRD, and Conservancy.

9. Acquisition of land.

Any purchase of conservation easements and titles in fee simple of wetlands 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 consent of the party or parties which are to hold title.

10. Amendments.

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

11. Use of Funds.

The City shall not use any of the funds provided by the Conservancy pursuant to this Agreement to:

- a. Attempt to influence legislation within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by the Conservancy;
- b. Participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.
- c. To support lobbying;
- d. Violate any applicable state, U.S. or host country laws and regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act or applicable anti-bribery laws and regulations and any applicable anti-terrorism laws and regulations;
- e. Provide grants to others without the Conservancy's written permission;
or
- f. Support activities in which there is an appearance of, or actual conflict of interest between city and its employees, board members, or close relatives of employees or board members.

12. Conflict of Interest.

City certifies that the information provided on the Attachment E entitled Disclosure Form- The Nature Conservancy ("Disclosure Form") previously signed

by City and submitted to the Conservancy is true and correct to the best of City's knowledge. City represents that in the event of a change in the information presented in Attachment E, City will notify the Conservancy immediately of such change. In the event that any material misrepresentation in the Disclosure Form is discovered during the term of this Agreement, the Conservancy may elect to declare this Agreement null and void and immediately terminate it.

12. Interlocal Controls.

The Interlocal Agreement (Attachment D) is the controlling document for the SWCP. If any terms of this Agreement contradict the terms of the Interlocal Agreement, the term in the Interlocal Agreement shall apply.

13. 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:

Coleen J. Seng, Mayor, CITY OF
LINCOLN, a political subdivision

THE NATURE CONSERVANCY,
A non-profit corporation of the District
of Columbia,

DATED: 3/24/06

BY: 

Vince Shay, State Director

06R-75

ATTACHMENT "A"

"Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands" (Attachment "A" to the Cooperation Agreement Saline Wetlands) is on file with the City Clerk.

Attachment B
PAYMENT SCHEDULE

DATE	CITY	COMMISSION	NRD	LANCASTER COUNTY	TNC
August 2006	\$25,000	\$25,000			
February 2007			\$25,000	\$25,000	\$25,000
August 2007	\$25,000	\$25,000			
February 2008			\$25,000	\$25,000	\$25,000
August 2008	\$25,000	\$25,000			
February 2009			\$25,000	\$25,000	\$25,000

Attachment C

COORDINATOR'S DUTIES

POSITION:
PRIORITY LEVEL

EMPLOYEE:

RESPONSIBILITIES

ACTIONS NECESSARY TO MEET RESPONSIBILITIES

ESSENTIAL

10 pts.

1. Responsible for developing and coordinating natural resource projects such as the E. Saline Wetland Project.

- 1.a. Provides leadership in developing and implementing natural resource plans such as the E. Saline Wetlands Plan.
- 1.b. Responsible for seeking information on property, negotiating and acquiring natural resources and buffer areas identified according to established priorities for acquisition.
- 1.c. Works with other agencies and organizations involved in resource protection, being able to identify with people, building effective relationships with farmers, scientists, government representatives, community leaders, elected officials, corporate representatives and volunteers.
- 1.d. Works independently resolving problems or in consultation with the supervisor to solve unusual or complex problems.
- 1.e. Develops, directs and manages multiple projects, creates and follows timelines, and flexible to make changes as needed.
- 1.f. Communicates effectively both orally and written with the project team, subordinates and others involved in this and related projects.

8 pts.

2. Responsible for implementing the conservation plan for natural resource projects such as the E. Saline Wetlands projects.

- 2.a. Assess land acquired and initiates management plan for parcel based on technical information on each parcel and following all federal, state and local regulations.
- 2.b. Oversees contracts for research and restoration work related to natural resource projects.
- 2.c. Coordinates efforts of other agencies and organizations involved with natural resource protection including the saline wetland and related fauna and flora protection.
- 2.d. Supervises subordinates including volunteers providing motivation, leadership and management abilities.
- 2.e. Makes recommendations on needed/desired changes to the conservation plan.
- 3.a. Conducts educational seminars and programs for the public on the importance and value of various natural resources.
- 3.b. Conducts periodic public forums on the progress of the project and to provide information as needed.
- 3.c. Develops promotional and educational material on the importance of saline wetland and about the program.
- 3.d. Acts as a resource to others to solve problems.

3 pts.

3. Develops broad based community support for the project to achieve short term and long range goals for natural resource protection.

4. Assists with budget development as well as assists with seeking additional funds.

1 pts.

- 4.a. Monitors the budget staying within the amount provided by funding sources.
- 4.b. Negotiates and contracts with vendors.
- 4.c. Accounts for all funds spent on acquisition as well as operating expenditures, following established guidelines and procedures.
- 4.d. Assists in seeking additional funds through grants, other agencies and private donations.

Attachment D

INTERLOCAL AGREEMENT

Attachment E Disclosure Form

It is the policy of The Nature Conservancy (“TNC”) to identify real or perceived conflicts of interest involving any party with whom TNC is entering into a transaction. To assist TNC in complying with this policy, we request that all individuals and/or “entities” (other than TNC) that will be involved in this transaction complete this form.

I. TRANSACTION INFORMATION *(to be completed by TNC staff)*

A. Real Estate Transactions

Site (Tract):

Check one:

TNC acquisition:

TNC sale:

Check one:

Fee interest:

Conservation easement:

Other (describe):

Acreage:

Location (Country,
state/province, county/other
local unit):

B. Non-Real Estate Transactions (non-real estate contracts, grants to other non-profits, and other transactions)

Describe:

C. Total dollar value of transaction: \$ _____

II. NAMES OF PARTIES TO THE TRANSACTION: *Please identify all individuals and/or entities (other than TNC) that will be involved in this transaction. An “entity” includes a corporation, partnership, trust, estate, joint venture, unincorporated affiliation, or public board, commission, or not-for-profit organization.*

INDIVIDUALS ANSWER SECTIONS III AND V; ENTITIES ANSWER SECTIONS IV AND V.

III. QUESTIONS FOR EACH INDIVIDUAL IDENTIFIED IN SECTION II:

Are you: <i>(please attach an explanation for any “Yes” answers)</i>	Yes	No
A. a TNC employee (now or during the last 12 months)		
B. a member of TNC’s Board of Directors (now or during the last 12 months)		
C. a TNC Chapter Trustee/Advisor (now or during the last 12 months)		
D. a Major Donor of TNC- A “major donor” is an individual or organization that has made a gift or pledge of US\$100,000 or more at any one time or cumulatively within the last 5 years in cash, appreciated securities or other assets, or in land, easement, or bargain-sale value		

<p>E. an other insider of TNC- “Other insiders” of TNC include individuals such as former members of TNC’s Board of Directors, former Chapter Trustees, members of TNC advisory boards or committees, members of TNC’s President’s Conservation Council, volunteers or former employees of TNC who, by virtue of their <u>current</u> involvement or their involvement within the past 12 months with TNC either have access to “inside information” that could place them within a conflict situation or could give the appearance of such persons having the ability to unduly influence TNC. Depending on circumstances, an independent contractor, grantee, other outside party or their employees may be an “other insider” if that person or entity has access to “inside information.” “<u>Inside information</u>” consists of any material information that is identified as confidential and proprietary and pertains to the business and affairs of TNC, whether related to a specific transaction or to matters relating to TNC’s interests, activities and policies.</p>		
<p>F. to your knowledge, a close relative of any individual described in A–E, above- A “<u>close relative of an individual</u>” includes (a) his or her spouse, in-laws(father, mother, brother, sister, son and daughter in-laws), natural or adopted children, parents and/or step-parents, grandchildren, grandparents, brothers and sisters; (b) any person who shares living quarters with the individual under circumstances that closely resemble a marital relationship; and (c) any person who is financially dependent upon the individual?</p>		

IV. QUESTIONS FOR EACH ENTITY IDENTIFIED IN SECTION II:

<i>Please attach an explanation for any “Yes” answers:</i>	Yes	No
A. Is the entity a TNC “major donor” or “other insider”? (as those terms are defined in III D & E, above.)		
B. To your knowledge, does any current or former TNC employee, current or former TNC Board member, current or former (for these purposes, former means within the last 12 months) Chapter Trustee/Advisor, “major donor”, “other insider” of TNC, or any “close relative” of any of the foregoing:		
1. Own directly or indirectly more than 5% of the equity or any voting security in the entity?		
2. Serve as a director, executive officer, executor, administrator, trustee, beneficiary, controlling partner, or otherwise serve in a fiduciary capacity or hold a substantial beneficial interest in the entity?		
3. Have legal or de facto power to control the election of a majority of directors of the organization or to control the management or policies of the entity?		

V. QUESTION FOR EACH INDIVIDUAL AND/OR ENTITY IDENTIFIED IN SECTION II:

<i>Please attach an explanation for a “Yes” answer.</i>	Yes	No
To your knowledge, do you, or does the entity, own or control a “ related organization ” that is also a “ major donor ” or an “ other insider ” of TNC (as those terms are defined in III D & E, above)?		
<p>For purposes of this question, an organization is a “related organization” if any individual or entity identified in Section II:</p> <ul style="list-style-type: none"> • Owns directly or indirectly more than 5% of the equity or any voting security in the organization, or • Serves as an officer, director, or partner, or otherwise has the ability to control management and policies of the organization. 		

Signatures of all the individuals and/or signatures on behalf of all entities identified in Section II:

Name of individual

Date

Entity name:	
Signed by:	Date