

## 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 demonstrate the effectiveness of various water quality Best Management Practices including rain gardens and bio swales, and

WHEREAS, LPS is desirous of providing environmental features into their landscaping and grounds 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 has entered into an agreement with Olsson Associates (EO 83038) for the design of water quality Best Management Practices, and

WHEREAS, the design and installation of Best Management Practices for water quality at Arnold Elementary 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 rain gardens, bio swales and water quality drawdown structures (hereinafter referred to as "Improvements") for the new Arnold Elementary School.

2. Cost Responsibility. City shall be responsible for the design and construction costs of the Improvements listed in Paragraph 1 above at an estimated cost of \$155,000. The above costs include \$2,620 for previous revisions to storm drainage and storm inlets to accommodate the future rain garden system.

3. Maintenance Responsibility. LPS shall be responsible for maintenance of the Improvements, including removal of debris, replacement of plants, and repair or replacement of damaged or deteriorated Improvements. LPS agrees to preserve and maintain the Improvements for a minimum of twenty years.

4. Purchase and Construction of the Improvements. 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.

5. Time Frame. The parties agree to use their best efforts to complete construction of the Improvements by September 22, 2009

6. Future Ownership of Improvements. Upon installation, Improvements shall become the property of LPS.

7. 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.

8. Amendments. This Agreement may only be amended or modified in writing signed by all parties to this Agreement.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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: \_\_\_\_\_