

**INTERLOCAL AGREEMENT TO CREATE THE LOWER PLATTE WEED  
MANAGEMENT AREA, A SEPARATE LEGAL ENTITY**

This Interlocal Agreement to Create the Lower Platte Weed Management Area, a Separate Legal Entity (“Agreement”) is entered into between the following parties: Butler County, Cass County, Colfax County, Dodge County, Douglas County, Lancaster County, Platte County, Sarpy County, Saunders County, and Seward County (referred to as “Counties” collectively).

Hereinafter, a party to this Agreement may be referred to as a “**Party**.” All parties to this Agreement may be referred to as “**Parties**” collectively.

**ARTICLE I: PURPOSES**

Pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 et seq., hereinafter the “Act”, the Parties hereby create the Lower Platte Weed Management Area (“LPWMA”), a separate legal entity, for the sole and exclusive purposes of:

1. Facilitating cooperation and coordination among all weed management agencies, land managers, and landowners to address noxious and invasive plant problems in the Lower Platte River Drainage Area (map attached as “Exhibit A”).
2. Identifying and securing funding and resources for noxious and invasive plant management.
3. Contracting with other organizations and individuals to help control and contain the spread of noxious and invasive plants.
4. Developing outreach and education programs to further the efforts of the LPWMA.

The LPWMA shall have and exercise only those powers expressly provided in this Agreement.

**ARTICLE II: GOVERNING BOARD**

**1. Governing Board**

- a. The activities of the LPWMA shall be governed by the LPWMA Governing Board (“Governing Board”) comprised of one representative from each of the Parties. Each Governing Board Party representative shall be appointed by the governing body of the Party.

- b.** The Governing Board shall determine which grants should be applied for by the LPWMA. The Governing Board shall select grants that advance the purposes of the LPWMA. The Governing Board shall coordinate and allocate the use of such grant funds in the various jurisdictions of the Parties. A project budget shall be prepared and maintained by the Governing Board for each grant that is obtained on behalf of the LPWMA. Grant project budgets may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Governing Board. The Governing Board shall apply for overhead expenses for insurance and legal costs in each grant, and each grant budget shall provide for an allocation of grant proceeds for overhead expenses for insurance and legal costs.
- c.** As provided in Neb. Rev. Stat. § 13-804(6), the LPWMA through the Governing Board may:

  - i.** Sue and be sued in the name of the LPWMA.
  - ii.** Make and execute contracts and other instruments necessary to the exercise of its powers and to accomplish the purpose of this Agreement.
  - iii.** Adopt such by-laws and rules of procedure as deemed appropriate by the Governing Board and consistent with this Agreement and the Act.
- d.** The Board shall ensure that all LPWMA contracts shall carry insurance and contractual provisions that hold the LPWMA and all Parties harmless from any damages due to negligent or intentional acts of the contractor.
- e.** The Board shall ensure that the LPWMA carries a sufficient occurrence insurance policy at all times during the term of this Agreement.

## **2. Affiliates**

- a.** The Governing Board shall also consist of non-voting representatives of affiliates (“Affiliates”) as provided herein.

  - i.** Affiliates shall be private landowners, sportsman groups, utilities, municipalities, Natural Resources Districts and other government or non-government entities located within or having interests in the Lower Platte River Drainage Area.
  - ii.** The Governing Board may admit any such individual or organization as an Affiliate.

iii. Affiliates shall pay annual dues as provided herein.

b. There shall be no maximum limit to the number of Affiliates.

### **ARTICLE III: PROPERTY**

1. The LPWMA may purchase and hold real and personal property necessary for the operation of the LPWMA. The LPWMA may sell, convey, exchange, or lease any real or personal property owned by the LPWMA in such manner and upon such terms and conditions as may be deemed in the best interest of the LPWMA. After this Agreement is fully executed, a Party may contribute any property or property interests to the LPWMA. Upon the Governing Board's accepting the contribution, the LPWMA shall acquire full title to the property or property interest conferred, and the LPWMA and the contributing Party will take necessary steps to transfer to the LPWMA legal title to such property.
2. Any property acquired in the name of the LPWMA during the term of this Agreement shall, upon termination or conclusion of this Agreement, be equitably distributed among the Parties. This equitable distribution shall be based upon the Parties' initial contribution of property or property interests to the LPWMA and/or the Parties' subsequent financial contributions toward the purchase and maintenance of LPWMA property during the term of this Agreement. The fair market value of a Party's contribution may be substituted for the return of any tangible property in the event of an equitable distribution under this paragraph. Any property liquidated to provide for an equitable distribution based upon fair market value pursuant to this paragraph shall be disposed of as if it were surplus or unusable property.
3. In the event that a Party withdraws from this Agreement, an equitable distribution of property based upon the Party's initial contribution of such property or property interest transferred to the LPWMA and/or the Party's subsequent financial contributions toward the purchase and maintenance of LPWMA property shall be made to the withdrawing Party. The fair market value of any Party's contribution may be substituted for tangible property in the event of an equitable distribution under this provision. Any property liquidated to provide for an equitable distribution based upon fair market value pursuant to this paragraph shall be disposed of as if it were surplus or unusable property.
4. Any property to be purchased or disposed of by the LPWMA shall be purchased or disposed of pursuant to the County Purchasing Act, Neb. Rev. Stat. § 23-3101 et. seq.
5. Any surplus or unusable LPWMA property shall be disposed of pursuant to all applicable rules and regulations governing such disposal. The proceeds of any sale or disposal of

surplus or unusable LPWMA property shall be equitably distributed among the Parties based upon the Parties' initial contribution of such property or property interest to the LPWMA and/or the Party's subsequent financial contributions toward the purchase and maintenance of such LPWMA property. Any property liquidated to provide for an equitable distribution of property based upon fair market value pursuant to Article III.2 or Article III.3 of his Agreement shall be disposed of pursuant to this paragraph as if it were surplus or unusable LPWMA property.

6. An inventory of all LPWMA property and a report on the disposition of any LPWMA property sold, transferred, or disposed of during each LPWMA Budget Year shall be provided to the recordkeeper of each Party on or prior to March 1 of the subsequent LPWMA Budget Year.

#### **ARTICLE IV: FINANCES / ADMINISTRATION**

##### **1. Officers**

- a. Generally. The Officers of the LPWMA shall be the President, the Vice President, the Treasurer, Secretary, the Clerk, and any other office created by the Governing Board.
  - i. The President, Vice President, and Secretary shall be elected biannually by the Governing Board at the first regular meeting of each odd-numbered calendar year where a quorum is present.
  - ii. Only representatives of LPWMA Parties may be elected as the President or Vice President. Only representatives of LPWMA Parties or Affiliates may be elected as the Secretary. The offices of: President and Secretary; or President and Vice President; may not be occupied by the same individual.
  - iii. The President, Vice President, and Secretary shall hold office for a period of two (2) years, or until his or her successor shall have been duly elected. The President, Vice Present, or Secretary may be removed by the Governing Board, by a two-thirds (2/3) vote of those present and eligible to vote, whenever the best interests of LPWMA would be served thereby.
  - iv. Whenever an Officer is absent or whenever, for any reason, the Governing Board may deem it advisable, the powers and duties of an Officer may be delegated to any other Office, Party representative, or Affiliate representative, except that the powers and duties of the Treasurer, Clerk, and Administrator may not be delegated or modified except by amendment to this Agreement.

- v. New offices may be created and filled by the Governing Board at any regular or special meeting.
- b. President. The President shall preside at all meetings and shall perform all duties incident to this office and assigned to him or her by the Governing Board. The President shall supervise and have general control over all the business and affairs of the LPWMA.
- c. Vice President. In the absence of the President or in the event of his or her inability to act, the Vice President shall perform the duties of the President, and when so acting, shall have all of the powers of and be subject to all of the restrictions of the President. The Vice President shall perform such other duties as may be, from time to time, assigned to him or her by the President or by the Governing Board.
- d. Secretary. The Secretary shall keep the minutes of all LPWMA meetings, prepare the agenda for each regular and special meeting, see that all notices are duly given in accordance with the provisions of these Bylaws, and maintain all records of the LPWMA.
- e. Treasurer. The Lancaster County Treasurer's Office shall serve as the Official Treasurer of the LPWMA. The Treasurer shall establish for the LPWMA one or more separate accounts. Said account or accounts shall be maintained within Lancaster County's existing accounting system or set up independently. Said accounts are referred to herein collectively as the "LPWMA Account."
- f. Clerk. The Lancaster County Clerk's Office shall serve as the Official Clerk of the LPWMA. Payment or dispersion of grant funds will be made by the Clerk, pursuant to the specific grant project budget approved by the Governing Board, after the Administrator has properly supported costs, has confirmed that goods and/or services have been completed and/or provided in accordance with a contract of the LPWMA, and has confirmed that goods and/or services have been performed / delivered in a timely manner.
- g. Administrator. The Lancaster County Weed Department shall serve as the Official Administrator of the LPWMA. The Administrator shall administer grant funds for each grant project in conformity with the applicable law and grant project budget as approved by the Governing Board. The Administrator shall:
  - i. At the direction of the Governing Board, apply, either individually or jointly with another entity or entities, for applicable grants available to the LPWMA in

the name of the LPWMA.

- ii.** Disperse and pay grant funds pursuant to grant project budgets approved by the Governing Board.
- iii.** Monitor grant funds projects.
- iv.** Establish and maintain grant fund accounts. Such grant fund accounts shall consist of subaccounts as per each such grant proposal, including but not limited to separate subaccounts for:
  - Overhead Expenses—Expenses for Engaging Outside Counsel; and
  - Overhead Expenses—Insurance;
- v.** Appropriately record in the LPWMA Account(s) and deposit in a bank or other corporate fiduciary, all grant payments received on behalf of the LPWMA.
- vi.** Charge to the LPWMA Account(s) all eligible costs of LPWMA grant projects in accordance with the specific grant project budget approved by the Governing Board. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Governing Board shall not be incurred.
- vii.** Support all costs charged to the LPWMA Account(s) with properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
- viii.** Draw check or orders with respect to any item which is or will be chargeable against the LPWMA Account only in accordance with a properly signed voucher then on file in the office of the Administrator, stating the proper detail and the purpose for which such check or order is drawn. All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to a specific LPWMA grant project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by the Grant Administrator. All LPWMA books, financial records, and Accounts may be inspected by any LPWMA Party representative or the LPWMA Governing Board or its designated representative for any proper purpose at any commercially reasonable time.

**ix.** Act as fiscal or purchasing agent in accordance with state law.

**x.** Act in good faith in fulfilling its duties pursuant to this Agreement.

## **2. LPWMA Dues**

**a.** During the first LPWMA Budget Year, each LPWMA Party County and LPWMA Affiliate shall pay Annual Dues in the amount of \$200.

**i.** Annual Dues shall be due and owing no more than once per LPWMA Budget Year.

**ii.** For each subsequent LPWMA Budget Year, the Governing Board shall determine the amount of Annual Dues at the Governing Board's first meeting held during that LPWMA Budget Year, provided that the amount of Annual Dues for any LPWMA Budget Year may not exceed the amount of Annual Dues from the immediately preceding LPWMA Budget Year by more than 15%.

**b.** In the event that the expenses for engaging outside legal counsel arising out of Article XI.2 of this Agreement exceed the balance of the separately maintained Overhead Expenses—Expenses for Engaging Outside Counsel account, the Parties shall pay dues for the expenses for engaging outside legal counsel arising out of Article XI.2 of this Agreement in a total amount determined by the Governing Board divided equally among the Parties.

**c.** Except as expressly provided herein, the LPWMA shall have no entitlement to, nor shall it have any authority to collect, dues from the Parties. Except as expressly provided herein the Parties shall have no duty or responsibility to pay dues. Notwithstanding any contrary provision in this Agreement or inference to the contrary arising from this Agreement or elsewhere, the Parties expressly agree that the Parties shall not be responsible for the debts of the LPWMA.

**d.** The Administrator shall collect and manage annual dues in a separate account from the account(s) holding grant funds.

**e.** The Administrator shall collect and manage dues for expenses for engaging outside legal counsel arising out of Article XI.2 of this Agreement in a separate account.

- f. The Administrator shall invoice each Party for that Party's dues. A Party shall pay to the LPWMA Administrator the amount due under such invoice no later than 30 days after the date of the invoice.

### **3. Meetings**

- a. Regular LPWMA meetings will be held monthly.
- b. Special LPWMA meetings, outside of regular meetings, may be called as deemed necessary by the President or at least four LPWMA Party representatives. Notice of special meetings shall be sent to Parties and Affiliates as early as is practicable, provided that the public receives reasonable advance publicized notice of all such meetings.
- c. Each LPWMA meeting shall have a prepared agenda and such agenda shall be sent (electronically or otherwise) to all Parties and Affiliates no later than five (5) days prior to regular meeting dates and as early as is practicable prior to special meetings, provided that the public receives reasonable advance publicized notice of all such meetings.
- d. Each agenda shall provide an opportunity for representatives of Parties and Affiliates to raise issues pertinent to the LPWMA and its objectives during any regular or special meeting, and these issues so raised will be added to the agenda for an upcoming meeting as being up for a discussion and/or action at the next regular or special meeting, or otherwise as requested by the Party or Affiliate representative raising the issue.
- e. The President shall preside over LPWMA meetings and ensure that meetings run smoothly.
- f. Rules governing all meetings will conform to these Bylaws, and these Bylaws shall be available for inspection at each meeting.
- g. Reasonable advance public notice shall be given by posting a notice of the meeting and the agenda on the LPWMA's website. The LPWMA's secretary will maintain an agenda, and all meeting materials shall be maintained in the office of the Secretary, where the agenda and meeting materials shall be available for inspection by the public. All meetings shall be conducted in accordance with the Open Meetings Act, Chapter 84, Article 14, of the Nebraska Revised Statutes, as amended.



#### **4. Voting.**

- a.** The Governing Board shall vote on any matter that properly is presented to the LPWMA for action.
  - b.** A quorum of not less than a majority of the Governing Board shall be required to take action. In the absence of a quorum, a meeting of the LPWMA may not be conducted.
  - c.** Unless a higher degree of consensus is specifically required by this Agreement or any bylaws properly adopted by the Governing Board, all questions before the Governing Board shall be determined by majority vote, of those present and eligible to vote, of the Governing Board Party representatives present.
  - d.** LPWMA Affiliate representatives shall have no voting powers, but will be encouraged to participate in regular and special meetings to voice concerns and/or give advice on issues that affect the LPWMA.
- 5. Finances.** It is the express intent of the Parties that the expenses of the LPWMA, including but not limited to a sufficient occurrence insurance policy, but excluding any expenses for engaging outside legal counsel arising out of Article XI.2 of this Agreement, shall be covered in full by grant funds and dues. It is the intent of the Parties to cover outside legal counsel expenses utilizing grant funds and dues, but the Parties have made provision herein for the payment of such expenses should those expenses exceed budgeted amounts. If the LPWMA does not have sufficient grant funds and dues to cover the expenses of the LPWMA, exclusive of any expenses for engaging outside legal counsel arising out of Article XI.2 of this Agreement, the Governing Board shall cease operations and terminate this Agreement pursuant to the provisions of this Agreement. On or before the 30<sup>th</sup> day after the conclusion of each budget quarter during the Term of this Agreement, the LPWMA shall issue a statement to each Party showing the LPWMA's financial status, including showing income and expenses, for that budget quarter and that LPWMA Budget Year to date. For purposes of this Agreement, a "budget quarter" shall mean each period of three consecutive calendar months during the Term of this Agreement ending on March 31, June 30, September 30, and December 31.
- 6. No Taxing Authority.** This Agreement does not authorize the LPWMA to levy or collect any taxes whatsoever.

## **ARTICLE V: OBLIGATIONS AND DUTIES OF PARTIES**

Each Party agrees to:

1. Budget appropriate funds to support its financial obligation(s) to the LPWMA as provided herein.
2. Support LPWMA's efforts to accomplish the goals described in Article I above and foster cooperate with federal, state, and local agencies / jurisdictions to achieve them.
3. Pursue sources of grant funding at a federal, state, and local level in order to support the activities of the LPWMA.
4. Recruit Affiliates that share the LPWMA's purposes.
5. Promote the LPWMA and its activities.
6. Appoint a Party representative to participate in voting and discussion at regular and special LPWMA meetings.

## **ARTICLE VI: TERM / TERMINATION**

1. The Term of this Agreement shall begin on the date it is executed. This Agreement shall be considered executed when it is signed by all Parties.
2. The Term of this Agreement shall continue unless and until the Agreement is terminated pursuant to the termination process provided in this Agreement.
3. Except as may be specified elsewhere in this Agreement, any Party shall have the right to withdraw from this Agreement upon giving sixty (60) days written notice to all Parties; provided that Lancaster County may withdraw from this Agreement upon giving one hundred and twenty (120) days written notice to all Parties. Upon Lancaster County's withdrawal, the offices of Administrator, Clerk, and Treasurer ("Officers") shall be vacated, and the Lancaster County Attorney shall cease to provide legal representation to the LPWMA. Within ninety (90) days from Lancaster County's notice of withdrawal, the Governing Board shall hold a meeting. At that meeting, the Governing Board will vote as to whether or not to terminate this Agreement. If the vote is to terminate this Agreement, termination shall be effective sixty days after that vote. The Governing Board shall follow the terms of this Agreement with regard to the division of property, if any. If the Governing Board votes to continue this Agreement then it shall elect an

Administrator, Clerk, and Treasurer and appoint or retain new legal representation for the LPWMA. For those newly elected Officers, their offices will become effective upon the completion of Lancaster County's 120 day withdrawal period. All Officers shall work together to facilitate the transfer from Lancaster to those newly elected.

4. This Agreement may be terminated at any time, with or without cause, upon a vote of the Governing Board at any regular or special LPWMA meeting. Such termination shall take effect sixty (60) days after the vote to terminate this Agreement succeeds.
5. This Agreement may be terminated at any time, with or without cause, sixty (60) days after mutual consent to terminate has been given by a majority of the Parties to this Agreement who have not withdrawn as of the effective date of the proposed termination.
6. This Agreement shall terminate immediately at such time as fewer than two non-withdrawn Parties are participating in the LPWMA.
7. A Party who withdraws shall remain liable for any costs and obligations incurred pursuant to this Agreement up to the effective date of withdrawal.
8. Following termination, each Party shall remain liable for any costs and obligations incurred pursuant to this Agreement up to the effective date of termination.

#### **ARTICLE VII: AMENDMENT / MERGER**

1. This Agreement may be amended by two-thirds (2/3) majority vote of the Parties. Adding or removing Parties from the LPWMA shall be considered an amendment under this provision. At least ten (10) days prior written notice must be given to all Parties and Affiliates before any vote to add or remove a LPWMA Party takes place. Any addition or removal of an LPWMA Party must be reflected in this Agreement.
2. This Agreement and the Map of the Lower Platte River Drainage Area (attached as "Exhibit A") contain the entire agreement of the Parties. No additional representations, written or otherwise, were made or relied upon by any Party to this Agreement other than those that are expressly set forth herein.
3. In the event of a perceived conflict between this Agreement, Exhibit A, and/or any bylaws or other document or procedure created by the LPWMA, this Agreement shall control.

**ARTICLE VIII: ASSIGNMENT / DELEGATION**

No Party shall assign this Agreement or any right or obligation contained herein without unanimous written approval from the other Parties. Any such assignment shall be absolutely void.

**ARTICLE IX: NOTICE**

With respect to the LPWMA, the Parties hereto expressly agree that, for purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following office at the corresponding address shall be the authorized representative of the LPWMA:

Clerk of the Lower Platte Weed Management Area  
c/o Lancaster County Clerk's Office  
555 South 10th Street  
Room 108  
Lincoln, Nebraska 68508.

When this Agreement requires that notice be sent to a Party or Parties, notice shall be sent in compliance with Nebraska statutes regarding service of process.

**ARTICLE X – BUDGET YEAR**

The LPWMA Budget Year shall begin on January 1 and shall end on December 31.

**ARTICLE XI: LEGAL PROVISIONS**

- 1. Indemnification** – Each Party agrees to indemnify, defend, and hold harmless other Parties from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue to the extent it is caused by the negligent acts or omissions of the indemnifying Party, its officers, or employees while performing the indemnifying Party's duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The non-indemnifying Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. This

indemnification provision is not the equivalent of purchasing liability insurance and it is not intended to be a waiver of any Party's sovereign immunity under Nebraska law. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law

- 2. Independent Legal Representation** – Each Party shall provide for its own legal representation in the event of a dispute among Parties or between a Party and any third party. So long as a conflict does not arise, the Lancaster County Attorney's Office shall provide legal representation to the LPWMA. If a conflict arises such that the Lancaster County Attorney's Office determines in its sole discretion that it cannot ethically represent the LPWMA in any matter or matters, the Lancaster Attorney's Office shall provide written notice of the conflict to each Party. Following such notice, the LPWMA shall engage outside legal counsel in that matter or matters, and the expenses of engaging such outside legal counsel shall first be charged against the separately maintained Overhead Expenses—Expenses for Engaging Outside Counsel account. In the event that the expenses for engaging outside legal counsel exceed the balance of the separately maintained Overhead Expenses—Expenses for Engaging Outside Counsel account, the expenses shall be assessed equally amongst the Parties to this Agreement as dues pursuant to Article IV.2 of this Agreement.
- 3. Notice of Legal Matters** – A Party shall provide prompt written notice to all other Parties via certified mail if it becomes involved in a legal issue that may affect this Agreement, the LPWMA, or any LPWMA Party.
- 4. Dispute Resolution-** Any dispute arising out of or relating to this Agreement between Parties shall be reduced to writing and delivered to all other Parties. As soon as possible thereafter, the Parties' authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the commencement of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, a Party may commence a legal action against the other Party.
- 5. Legal Compliance** - Parties to this Agreement shall conform with all existing and applicable city ordinances, county resolutions, state, local and federal laws, and all existing and applicable state and federal rules and regulations.

6. **Applicable Law / Venue** - Nebraska law will govern the terms and performance under this Agreement. If any Party or Parties bring(s) against another Party or Parties any proceeding arising out of this Agreement, the Party or Parties may bring that proceeding against the other Party or Parties only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.
7. **Liability** – No Party shall, by reason of this Agreement, have any liability for claims brought by third parties against the LPWMA other than the obligation to pay dues to the LPWMA as provided in this Agreement.

## **ARTICLE XII: GENERAL PROVISIONS**

1. **Joint Work Product:** Although the Parties to this Agreement do not share legal representation, this Agreement itself is the joint work product of all Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
2. **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. The Parties further recognize that this Agreement shall be subject to amendments in laws and regulations and to new laws and regulations. Any law or regulation that invalidates, or is otherwise inconsistent with the terms of this Agreement or that would cause any Party to be in violation of the law or regulation, shall be deemed to have superseded the terms of this Agreement, provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible. Any law or regulation that supplements the abilities of the Parties to perform their obligations under this Agreement shall be deemed incorporated within this Agreement if such incorporation may be accomplished without amendment to this Agreement.
3. **Captions:** The captions used in this Agreement are for convenience and are not to be used in the construction of this Agreement.
4. **New Employee Work Eligibility Status:** The Parties hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program

designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- 5. No Waiver:** The failure of any Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon any Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
- 6. Nondiscrimination:** The Parties, in the performance of this Agreement, shall not discriminate in violation of Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.
- 7. Drug Free Policy:** The Parties agree to establish / maintain a drug free workplace policy.
- 8. No Third Party Rights:** This Agreement does not create any third-party rights for any entity or individual, except as to Affiliates as expressly provided herein, that is not expressly listed as a Party to this Agreement.
- 9. Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the administrative entity.

This Lower Platte Weed Management Area Interlocal Agreement shall be executed when it is signed by all of the following Parties:

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Butler County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF BUTLER  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_

Butler County Attorney



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Cass County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF CASS  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_

Cass County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Colfax County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF COLFAX  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

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Colfax County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Dodge County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF DODGE  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

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Dodge County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Douglas County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

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Douglas County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Lancaster County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

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Lancaster County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Sarpy County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF SARPY  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

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Sarpy County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Saunders County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF SAUNDERS  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

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Saunders County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Seward County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEWARD  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

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Seward County Attorney



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018, by Platte County.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF PLATTE  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2018

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Platte County Attorney

