



## LOWER PLATTE SOUTH natural resources district

Agenda Item #9

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | [www.lpsnrd.org](http://www.lpsnrd.org)

### Memorandum

**Date:** June 11, 2019

**To:** Each Director

**From:** McKenzie Barry, Environmental Education & Communications Coordinator

**Subject:** I&E Subcommittee Meeting Background Information

The Information and Education Subcommittee will meet prior to the start of the June Board of Directors meeting, starting at 5:15 PM. On the agenda will be consideration to Renew two Memorandum of Understanding (MOU) agreements between the NRD and City of Lincoln/Pioneers Park Nature Center for programs that serve both Public and Non-Public NRD Schools. Additional information below:

1. Consideration of a Renewal of MOU with Pioneers Park Nature Center (PPNC)/City of Lincoln to cost-share on grades K-2 School Tour Hikes. Recall this MOU was approved by the Board of Directors last June and this is to renew the agreement. The NRD cost shares \$3 per student with maximum funding for the year of \$25,000 per year. These hikes are 1.5 hours long, and in Fiscal year 2019 they provided hikes for 6,340 students (49 schools, 42 LPS & 7 NON LPS) with the NRD cost-sharing \$13,467. The original MOU approved last year, and Renewal are attached are for your review.
2. Consideration of a Renewal of the MOU with Pioneers Park/City of Lincoln for the Prairie Immersion Program for 4<sup>th</sup> grade students. This MOU was approved last June by the NRD Board of Directors and this is to renew the agreement. The NRD cost-shares \$6.50/student up to \$12,000 per fiscal year. These hikes are 4 hours long, and in fiscal year 2019 they facilitated Field Trips for 1,846 students with the NRD cost-sharing and paying \$11,999. The original MOU and Renewal are attached for your review.

These are both Renewals to the MOUs approved by the Board last year. Staff recommends approving these Renewals and authorizing the General Manager to sign one year renewals for up to two additional years, the length of term remaining on the original MOU.

Cc: Paul Zillig, David Potter, Mike Mascoc, Adam Sutton, Kathy Spence, Donna Reid

**RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN**  
**CITY OF LINCOLN**  
**AND**  
**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**

By this Renewal between the City of Lincoln, Nebraska ("City"), on behalf of Lincoln Parks & Recreation Department ("LPRD"), and the Lower Platte South Natural Resources District ("LPSNRD"), the parties agree to renew the term of the Memorandum of Understanding regarding the School Tour Program between the parties dated June 13, 2018, authorized by City's Executive Order No. 91922. All other terms and conditions of the Memorandum of Understanding shall remain in full force and effect as described therein. The parties hereby agree to the terms of this Renewal, which shall be binding on the parties' heirs, successors, and assigns.

IN WITNESS WHEREOF, Lower Platte South Natural Resources District and City do hereby execute this Renewal.

LPSNRD General Manager Signature:

\_\_\_\_\_  
Paul Zillig

Date of Execution:

\_\_\_\_\_

LPRD Director Signature:

\_\_\_\_\_  
Lynn Johnson

Date of Execution:

\_\_\_\_\_



EXECUTIVE  
ORDER



NO. - 091922

Smart # 18050275  
05/31/2018 P&R/asc/A.Faa

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER OF THE  
CITY OF LINCOLN, NEBRASKA:

I hereby execute and approve on behalf of the City of Lincoln, the attached  
Memorandum of Understanding with Lower Platte South Natural Resources District, which  
continues support of the Pioneers Park Nature Center School Tour Program during the 2018-  
2019 school year, with funding reimbursement not to exceed \$25,000.00.

6/15 The City Clerk is hereby directed to return two signed originals of the Executive Order  
and original of the Contract to Lynn Johnson at Lincoln Parks and Recreation Department.

Dated this 13<sup>th</sup> day of June, 2018.

Chris Beutler, Mayor

Approved as to Form & Legality:

6/15   
City Attorney

Approved:

Lynn Johnson  
Parks & Recreation Director

Brandon Kauffman  
Finance Director

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LINCOLN AND  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
REGARDING SCHOOL TOUR PROGRAM**

**1. INTRODUCTION.**

This Memorandum of Understanding ("Agreement") is between the City of Lincoln, Nebraska ("City"), on behalf of Lincoln Parks & Recreation Department ("LPRD"), and Lower Platte South Natural Resources District ("LPSNRD"). Both parties recognize the importance of environmental education and agree upon the funding services as outlined below.

**2. SERVICES AND COMPENSATION.**

LPSNRD shall provide reimbursement up to \$25,000 per fiscal year, dependent on NRD funding (NRD Fiscal Year July 1 - June 30) to support the Pioneers Park Nature Center School Tour Program ("Tours") during the 2018-2019 school year and each year the Agreement is in effect. LPSNRD shall provide funding for schools in the amount of \$3 per student for elementary, middle and high school age students that attend the half-day Tours within LPSNRD's area of taxing authority. Eligible schools shall include public, parochial and home schools. Tour sites will include the Nature Center, Wilderness Park, and/or Nine Mile Prairie or other mutually agreeable sites. City shall bill LPSNRD quarterly for Tours given to schools that are within LPSNRD's taxing authority. City shall also provide a list to LPSNRD with the names of the schools, the names of the teachers, grades, and number of students participating in the Tours. LPSNRD will provide materials to the City acknowledging sponsorship of the Tours for attending schools, and City shall work with LPSNRD to provide materials to schools acknowledging sponsorship of the Tours for attending schools.

**3. TERM.**

The term of this Agreement shall commence upon execution and shall continue until completion of all of the obligations of this Agreement, but in no event longer than one (1) year after the date of execution by City. The parties may renew this Agreement in writing for additional one (1) year terms for up to three (3) additional terms.

**4. TERMINATION FOR BREACH.**

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice.

**5. NEBRASKA LAW.**

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principals of conflicts of law.

6. **INTEGRATION, AMENDMENTS, ASSIGNMENT.**

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

7. **SEVERABILITY & SAVINGS CLAUSE.**

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

8. **CAPACITY.**

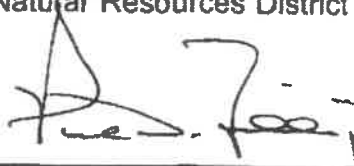
The undersigned person representing LPSNRD and City does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind their respective parties to this Agreement.

9. **LIABILITY AND INDEMNIFICATION.**

LPSNRD shall have no liability with respect to any bodily injury, personal injury or property damage caused out of or in connection with this Agreement. City agrees to indemnify, defend and hold harmless LPSNRD for bodily injury, personal injury or property damage caused out of or in connection with this Agreement. City is not required to indemnify or hold harmless LPSNRD for any claims or damages arising out of or resulting from the sole negligent or intentional acts of LPSNRD in connection with this Agreement. Neither party waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

IN WITNESS WHEREOF, Lower Platte South Natural Resources District and City do hereby execute this Agreement.

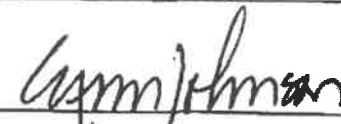
LPSNRD General Manager Signature:



Date of Execution:

MAY 24, 2018

LPRD Director Signature:



Date of Execution:

JUNE 1, 2018

**RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF LINCOLN  
AND  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**

By this Renewal between the City of Lincoln, Nebraska ("City"), on behalf of Lincoln Parks & Recreation Department ("LPRD"), and the Lower Platte South Natural Resources District ("LPSNRD"), the parties agree to renew the term of the Memorandum of Understanding regarding the Pioneers Park Nature Center School Prairie Immersion Program between the parties dated on or around June 1, 2018, authorized by City's Directorial Order No. 19439. All other terms and conditions of the Memorandum of Understanding shall remain in full force and effect as described therein. The parties hereby agree to the terms of this Renewal, which shall be binding on the parties' heirs, successors, and assigns. IN WITNESS WHEREOF, Lower Platte South Natural Resources District and City do hereby execute this Renewal.

LPSNRD General Manager Signature:

\_\_\_\_\_  
Paul Zillig

Date of Execution:

\_\_\_\_\_

LPRD Director Signature:

\_\_\_\_\_  
Lynn Johnson

Date of Execution:

\_\_\_\_\_



DIRECTORIAL  
ORDER

NO. 19439



Smart # 18050281  
05/31/2018 P&R/asc/A.Faas

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER OF THE  
CITY OF LINCOLN, NEBRASKA:

Pursuant to the delegation of authority under AR 26 adopted by Executive Order No. 85049, I hereby execute and approve on behalf of the City of Lincoln, the attached Memorandum of Understanding with Lower Platte South Natural Resources District which supports the Pioneers Park Nature Center School Prairie Immersion Program during the 2018-2019 school year, with funding reimbursement not to exceed \$12,000.00.

6/8 The City Clerk is hereby directed to return two signed originals of this Directorial Order and Contract to Lynn Johnson, Director of Lincoln Parks and Recreation Department.

Approved as to Form & Legality

City Attorney

Approved:

Lynn Johnson  
Parks & Recreation Director

Brandon Kauffman  
Finance Director

FILED  
JUN 08 2018  
CITY CLERK'S OFFICE

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LINCOLN AND  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
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**2. SERVICES AND COMPENSATION.**

LPSNRD shall provide reimbursement up to \$12,000 per fiscal year, dependent on NRD funding (NRD Fiscal Year July 1 - June 30) to support the Pioneers Park Nature Center School Prairie Immersion Program ("Prairie Immersion") during the 2018-2019 school year and for each school year the Agreement is in effect. LPSNRD shall provide funding for schools in the amount of \$6.50 per student for fourth grade students that attend the 3.5 hour long Prairie Immersion program within LPSNRD's area of taxing authority. Eligible schools shall include public, parochial and home schools. Tour sites will include the Nature Center or other mutually agreeable sites. City shall bill LPSNRD quarterly for Prairie Immersion programs given to schools that are within LPSNRD's taxing authority. City shall also provide a list to LPSNRD with the names of the schools, the names of the teachers, grades, and number of students participating in the Tours. LPSNRD will provide materials to the City acknowledging sponsorship of the Tours for attending schools, and City shall work with LPSNRD to provide materials to schools acknowledging sponsorship of the Tours for attending schools.

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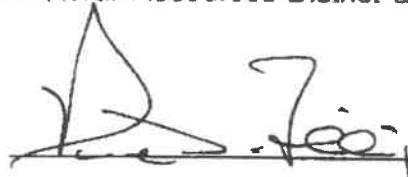
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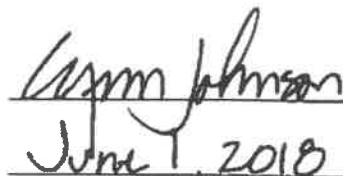
LPSNRD General Manager Signature:



Date of Execution:

May 24, 2018

LPRD Director Signature:



Date of Execution:

June 1, 2018