



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Memorandum

Date: August 16, 2022
To: Each Director
From: Adam Sutton, Environmental Educator
Subject: I&E Subcommittee Meeting Minutes

The Information and Education Subcommittee met at 4:45pm Monday, August 15th, 2022. Subcommittee members present were John Yoakum (Chair), Susan Seacrest, Vem Barrett, Tom Green, Lisa Lewis, Ray Stevens and Ken Vogel. Others present included Paul Zillig, David Potter, McKenzie Barry, Adam Sutton, and Parker Robinson.

Chair Yoakum called the meeting to order at 4:45. The first agenda item was consideration of the K-3rd Grade School Tour Program Agreement with Pioneers Park Nature Center.

The NRD has had an Agreement with PPNC/City of Lincoln to cost-share on grades K-3 Discovery Habitat Hikes for the past 10 years. These hikes are 1.5 hours long and each year PPNC provides hikes for approximately 6,500-7,000 Lincoln Public School and Non Lincoln Public School students in our District. The proposed agreement has no price changes from past agreements with the NRD cost-share remaining at \$3/student, not to exceed \$25,000 a year to help support these hikes and make them accessible to all schools wanting to attend. This agreement is for one year and can be renewed for one year additional terms, up to three years. The Agreement is attached.

It was moved by Director Stevens, seconded by Director Lewis, and unanimously approved to recommend the Board of Directors approve the Agreement with the City of Lincoln Parks and Recreation Department for the Pioneers Park Nature Center School Tour Program and authorize the General Manager to approve the renewal of the Agreement for up to three years.

Next on the agenda was subcommittee consideration to renew the Prairie Immersion Program Agreement with Pioneers Park Nature Center.

The Prairie Immersion program is geared towards 4th graders when they study prairies and Nebraska history and is open to all Lincoln Public School and Non Lincoln Public School students in our District. Schools either attend this field trip at Pioneers Park Nature Center (PPNC) or Spring Creek Prairie (SCP).

The NRD has had an agreement with PPNC/City of Lincoln for the Prairie Immersion Program for 4th grade students since 2018. These hikes are 4 hours long, and each year PPNC provides hikes for approximately 1,700-2,000 Lincoln Public School and Non Lincoln Public School students in our District. This proposed agreement does include a rate change, from \$6.50/student increasing to \$8/student, not to exceed \$17,000. The Agreement is attached for your review. This agreement is for one year and can be renewed for one year additional terms, up to three years. Even with the increase in price there is enough money in the budget for this program.

It was moved by Director Seacrest, seconded by Director Green, and unanimously approved to recommend the Board of Directors approve the Agreement with the City of Lincoln Parks and Recreation Department for the Pioneers Park Nature Center Prairie Immersion Program and authorize the General manager to approve the renewal of the Agreement for up to three years.

The last item on the agenda was the consideration of financial support for the Prairie Immersion Program with Spring Creek Prairie.

As previously mentioned, the Prairie Immersion Program is geared towards 4th graders when they study prairies and Nebraska history and is open to all Lincoln Public School and Non Lincoln Public School students in our District. Schools either attend this field trip at Pioneers Park Nature Center (PPNC) or Spring Creek Prairie (SCP).

We received a letter from Spring Creek Prairie again requesting financial support for the Prairie Immersion Program. We have financially supported these Field Trips to SCP since the program began in 2018. The letter proposes a rate change from \$6.50/student to \$8/student, not to exceed \$15,000 a year. The letter is attached.

It was moved by Director Lewis, seconded by Director Stevens, and unanimously approved to recommend the Board of Directors approve financial support to Spring Creek Prairie Audubon Center for the Prairie Immersion Program.

There being no further business, the meeting was adjourned by Chair Yoakum at 5:00pm.




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Memorandum

Date: August 12, 2022
To: Information & Education Subcommittee
From: McKenzie Barry, Environmental Education & Communication Coordinator 
Subject: I&E Subcommittee Meeting

The I&E Subcommittee will meet Monday, August 15 at 4:45 pm. On the agenda will be consideration to Renew two Agreements between the NRD and City of Lincoln/Pioneers Park Nature Center (PPNC) for programs that serve both Public and Non-Public NRD Schools. Also, consideration to authorize financial support to Spring Creek Prairie for the Prairie Immersion Program. These are programs we have supported in the past, and funds have been budgeted to continue these partnerships. Additional information below:

City of Lincoln/Pioneers Park Nature Center

K-3rd grade Nature Hikes

The NRD has had an Agreement with PPNC/City of Lincoln to cost-share on grades K-3 Discovery Habitat Hikes for the past 10 years. These hikes are 1.5 hours long and each year PPNC provides hikes for approximately 6,500-7,000 Lincoln Public School and Non Lincoln Public School students in our District. The proposed agreement has no price changes from past agreements with the NRD cost-share remaining at \$3/student, not to exceed \$25,000 a year to help support these hikes, and make them accessible to all schools wanting to attend. This agreement is for one year and can be renewed for one year additional terms, up to three years. The Agreement is attached for your review.

Staff recommends consideration to approve the attached Agreement to support the K-3rd grade School Tour Hikes with Pioneers Park Nature Center and to authorize the General Manager to sign the Agreement and one year renewals up to three years, pending review by legal counsel.

Prairie Immersion

This program is geared towards 4th graders when they study prairies and Nebraska history and is open to all Lincoln Public School and Non Lincoln Public School students to attend in our District. Schools either attend this field trip at Pioneers Park Nature Center (PPNC) or Spring Creek Prairie (SCP).

The NRD has had an agreement with PPNC/City of Lincoln for the Prairie Immersion Program for 4th grade students since 2018. These hikes are 4 hours long, and each year PPNC provides hikes for

approximately 1,700-2,000 Lincoln Public School and Non Lincoln Public School students each year in our District. This proposed agree does include a rate change, from \$6.50/student increasing to \$8/student, not to exceed \$17,000. The Agreement is attached for your review. This agreement is for one year and can be renewed for one year additional terms, up to three years. Even with the increase in price there is enough money in the budget for this program.

Staff recommends consideration to approve the attached Agreement to support the Prairie Immersion program with Pioneers Park Nature Center and to authorize the General Manager to sign the Agreement, and one year renewals up to three years, pending review by legal counsel.

Spring Creek Prairie Prairie Immersion

This program is geared towards 4th graders when they study prairies and Nebraska history and is open to all Lincoln Public School and Non Lincoln Public School students to attend in our District. Schools either attend this field trip at Pioneers Park Nature Center (PPNC) or Spring Creek Prairie (SCP).

We have received a letter from Spring Creek Prairie again requesting financial support for the Prairie Immersion Program. We have financially supported these Field Trips to SCP since the program began in 2018. The letter proposes a rate change from \$6.50/student to \$8/student, not to exceed \$15,000 a year. The letter is attached for your review.

Staff recommends consideration to authorize the proposed financial support to Spring Creek Prairie Audubon Center for in-person field trips for the Prairie Immersion Program

**AGREEMENT BETWEEN CITY OF LINCOLN AND
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT REGARDING
SCHOOL TOURS**

1. INTRODUCTION.

This 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.

- a. LPSNRD shall provide reimbursement up to \$25,000 (including Zoom class funding as provided below) per fiscal year, dependent on LPSNRD funding (LPSNRD Fiscal Year July 1 - June 30), to support the Pioneers Park Nature Center School Tour Program ("Tours") during the 2022-2023 school year. LPSNRD shall provide funding for schools in the amount of \$4.00 per student for schools that attend the 1.5 to 4-hour 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.
- b. If in-person Tours are not feasible due to inclement weather or a pandemic, LPSNRD shall provide funding for schools in the amount of \$50 per Zoom class, not to exceed \$3,000 per year.

3. TERM.

The term of this Agreement shall commence on August 1, 2022, and shall continue until completion of all of the obligations of this Agreement, but in no event longer than July 31, 2023. 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, sickness and disease, **including COVID-19 or novel coronavirus**, 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: _____

LPRD Director Signature: _____

Date of Execution: _____

**AGREEMENT BETWEEN CITY OF LINCOLN AND
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT REGARDING
PRAIRIE IMMERSION PROGRAM**

1. INTRODUCTION.

This 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.

- a. LPSNRD shall provide reimbursement up to \$17,000 (including Zoom class funding as provided below) per fiscal year, dependent on LPSNRD funding (LPSNRD Fiscal Year July 1 - June 30), to support the Pioneers Park Nature Center School Prairie Immersion Program ("Prairie Immersion") field trips during the 2022-2023 school year. LPSNRD shall provide funding for schools in the amount of \$8.00 per student for fourth grade students who 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. Field trip 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 field trips. LPSNRD will provide materials to the City acknowledging sponsorship of the field trips for attending schools, and City shall work with LPSNRD to provide materials to schools acknowledging sponsorship of the field trips for attending schools.
- b. If in-person Prairie Immersion field trips are not feasible due to inclement weather or a pandemic, LPSNRD shall provide funding for schools in the amount of \$75.00 per Zoom class, not to exceed \$3,000 per year.

TERM.

The term of this Agreement shall commence on August 1, 2022, and shall continue until completion of all of the obligations of this Agreement, but in no event longer than July 31, 2023. The parties may renew this Agreement in writing for additional one (1) year terms, for up to three (3) additional terms.

3. 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.

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8. **CAPACITY.**

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LPSNRD shall have no liability with respect to any bodily injury, personal injury or property damage, sickness and disease, **including COVID-19 or novel coronavirus**, 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: _____

LPRD Director Signature: _____

Date of Execution: _____

August 2, 2022

McKenzie Barry
Lower Platte South Natural Resources District
3125 Portia Street
PO Box 83581
Lincoln, NE 68501-3581

Dear Ms. Barry:

I am writing to request consideration of a change to our letter of understanding with the LPSNRD and the Prairie Immersion Program.

The Prairie Immersion program was developed in partnership with Lincoln Public Schools and Pioneers Park Nature Center (PPNC) to support Nebraska's curricula for fourth-grade science and social studies. The program, normally conducted as field trips to Spring Creek Prairie, provides high-quality, highly rated, inquiry-based encounters with the tallgrass prairie, eastern Nebraska's native landscape.

This year, our plan is for our program to be provided to LPS students similar to years previous to 2020, providing in-person, onsite, and hands-on field trips. Additionally, SCPAC is happy to provide field trips to non-LPS schools if requested.

To help support our costs for staff time dedicated to in-person field trips, SCPAC respectfully requests LPSNRD to provide reimbursement of \$8.00/student for in person Prairie Immersion Program field trips. Reimbursement from LPSNRD between in person and zoom field trips shall not exceed \$15,000 per fiscal year.

We remain grateful for the District's long time and amazing support for the Prairie Immersion program and greatly appreciate the consideration of this request. Please feel free to contact me if you have any questions.

Sincerely,

Meghan Sittler
Center Director