

Agenda Item: 9.

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee
FROM: Eric Williams, Natural Resources Planner
SUBJECT: West Papio Trail, Giles Road to Millard Interlocal Agreement
DATE: July 7, 2016

The District is partnering with the cities of La Vista and Omaha for the design and construction of an extension to the West Papio Trail. This connection will continue from the end of the recently completed project at 108th & Giles, and continue along the former railroad corridor from up to the intersection of Harry Andersen Ave at Q Street.

Through the attached Interlocal Agreement to complete this project, it is proposed that the maximum total engineering costs would be \$450,000 to be shared between the three agencies as follows:

NRD	60%	\$ 270,000
Omaha	20%	\$ 90,000
La Vista	20%	<u>\$ 90,000</u>
Total		\$ 450,000

- It recommended that the PPO Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Interlocal Agreement with the City of Omaha and City of La Vista for the Design Phase of the West Papio Trail, Giles Road to Millard, with District cost not to exceed \$ 270,000, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.

**INTERLOCAL COOPERATION ACT AGREEMENT
WEST PAPIO TRAIL GILES ROAD TO MILLARD EXPANSION
BETWEEN**

**THE CITY OF LA VISTA,
THE CITY OF OMAHA,**

AND

THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

This Interlocal Cooperation Agreement (“Agreement”) is hereby made by and between the CITY OF LA VISTA (“LaVista”), the CITY OF OMAHA (“Omaha”), municipal corporations organized and existing under the laws of the State of Nebraska located in Sarpy and Douglas Counties, respectively, in Nebraska, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (“District”), a natural resources district organized and existing under the laws of the State of Nebraska, (collectively referred to as the “Parties”).

WHEREAS, LaVista and Omaha desire to obtain a trail connection to the West Papio Trail, generally from the north side of Giles Road at West Papio Creek to the intersection of Harry Anderson Avenue and Q Street (“Giles Road to Millard Expansion”); and

WHEREAS, in order to serve their mutual interests and pursuant to the authority granted the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this agreement to delineate and provide for their specific rights and obligations, with respect to the design, development, construction, operation, maintenance, and repairs of the Giles Road to Millard Expansion.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

Section 1. Purpose. The purpose of this Agreement is to specify the terms and conditions upon which the Parties will design, develop, and permit the Giles Road to Millard Expansion.

Section 2. Rights, Duties and Obligations of the District. The District agrees to:

A. Act as the lead administrator for development of the Giles Road to Millard Expansion;

B. Retain and compensate consultant(s) to provide professional engineering services in design, permitting, and bidding for the Giles Road to Millard Expansion;

C. Prior to bidding of the Giles Road to Millard Expansion, provide plans, specifications, and construction documents to the Parties for review and approval;

D. Publicly bid the Giles Road to Millard Expansion in accordance with the plans, specifications, and construction documents approved by the Parties, selecting one or more contractors to build the Giles Road to Millard Expansion, and compensate same;

E. Maintain accounting records for the Giles Road to Millard Expansion, including receipt and application of private funds; and

F. Acquire any additional right-of-way necessary for the Giles Road to Millard Expansion at the District's cost.

Section 3. Rights, Duties, and Obligations of LaVista. La Vista agrees to:

A. Timely review and approve plans, specifications, and construction documents for the Giles Road to Millard Expansion, such approvals not to be withheld unreasonably;

B. Reimburse the District within thirty (30) days of invoice for 20% of the costs, up to a maximum of eighty thousand dollars (\$90,000), for design, permitting, and bidding of the Giles Road to Millard Expansion;

C. Permanently operate, maintain, and repair the Giles Road to Millard Expansion within its city limits and extraterritorial jurisdiction; and

D. Provide for occupation of La Vista property necessary for the project, at no cost to the District.

Section 4. Rights, Duties, and Obligations of Omaha. Omaha agrees to:

A. Timely review and approve plans, specifications, and construction documents for the Giles Road to Millard Expansion, such approvals not to be withheld unreasonably;

B. Reimburse the District within thirty (30) days of invoice for 20% of the costs, up to a maximum of eighty thousand dollars (\$90,000), for design, permitting, and bidding of the Giles Road to Millard Expansion;

C. Permanently operate, maintain, and repair the Giles Road to Millard Expansion within its city limits and extraterritorial jurisdiction; and

D. Provide for occupation of La Vista property necessary for the project, at no cost to the District.

Section 5. Cooperation. The Parties agree and understand that cooperation and approval of certain other governmental and other third parties will be required for the Giles Road to Millard Expansion and to otherwise carry out the intent of this Agreement. The Parties agree to support one another and cooperate, in writing or as otherwise required and/or appropriate with respect to the foregoing, including with respect to any negotiations, discussions, meetings or hearings related to the foregoing and to otherwise carry out the intent of this Agreement.

Section 6. Indemnification. Each of the Parties agrees to indemnify and hold harmless the other Parties from and against any and all claims, demands and causes of action for damages to the person or property of third persons arising out of the comparative negligence of the indemnifying party in its performance of any of the covenants of this Agreement.

Section 7. Additional Terms and Conditions.

A. **Nondiscrimination.** The Parties hereto shall not, in the performance of this Agreement, discriminate or permit discrimination by any of its contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

B. **Captions.** Captions used in this Agreement are for convenience.

C. **Applicable Law.** Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

D. **Interest of the Parties.** The Parties to this Agreement covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict with their performance under this Agreement.

E. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the Giles Road to Millard Expansion not expressly contained herein.

F. **Amendments.** This Agreement may be amended upon the actions of the Parties if done so in writing.

G. **Effective Date.** This Agreement shall become effective upon execution by all Parties.

H. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective Parties hereto.

I. **Notices.** All notices herein required shall be in writing and shall be served on the Parties at their principal offices, or at such other address as a Party may hereafter designate to the other Parties in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF LAVISTA

By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF OMAHA

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page]