

MEMORANDUM

Memo To: FEL Subcommittee
Re: Interlocal Agreement – Missouri River Pedestrian Bridge
From: Jim Becic
Date: 31 May, 2006

The attached Interlocal Agreement for Missouri River Trail Crossing Bridge was approved by the NRD Board in October, 2000.

The agreement has a five year (“approximately”) duration and commits the NRD to fund \$1 million over a three year period for this bridge project. A final payment was made to the City of Omaha in FY-2005. These funds were utilized for the design, environmental, geotechnical, engineering and other studies leading up to the letting of bids for the project.

A design/build process was initiated by the City of Omaha when the customary design and bid process hit a significant set-back nearly two years ago after the construction bids that were received, were considerably higher than the engineers’ \$22 million estimate. This subsequent, design/build process has resulted in a contractor being selected in April of 2006, that guarantees the completion of the project for the original \$22 million dollar estimate.

It is at the City of Omaha’s request that, to facilitate the bridge construction the attached FIRST AMENDMENT TO AGREEMENT FOR MISSOURI RIVER TRAIL CROSSING BRIDGE be adopted by the Papio-Missouri River NRD.

Management recommends that the FEL Subcommittee recommend to the Board that the acting General Manager be authorized to execute the proposed FIRST AMENDMENT TO AGREEMENT FOR MISSOURI RIVER TRAIL CROSSING BRIDGE.

FIRST AMENDMENT TO AGREEMENT
FOR MISSOURI RIVER TRAIL CROSSING BRIDGE

This First Amendment to the Agreement for Missouri River Trail Crossing Bridge is hereby made and entered into this ____ day of _____, 2006, by and between the City of Omaha, a municipal corporation organized and existing under the laws of the State of Nebraska, located in Douglas County, Nebraska, (hereinafter referred to as "Omaha"), and the City of Council Bluffs, a political subdivision organized and existing under the laws of the State of Iowa, (hereinafter referred to as "Council Bluffs"), and the Papio-Missouri River Natural Resources District, a natural resource district organized and existing under the laws of the State of Nebraska, (hereinafter referred to as the "P-MRNRD").

WHEREAS, the parties entered into an Agreement for Missouri River Trail Crossing Bridge (hereinafter referred to as Original Agreement), dated October 13, 2000, and now desire to amend and clarify the Original Agreement; and

WHEREAS, the Original Agreement specifically provides for amendments.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Omaha, Council Bluffs and P-MRNRD do hereby mutually amend the Original Agreement as follows:

Section 1. Amend *Section II. Term* and *Section IV. Funding of the Trail Crossing Bridge, A. Design and Construction Funding*, to the extent that these sections cause a termination of the Original Agreement, by continuing the term of the Original Agreement for an additional five (5) years to December 31, 2010, or until completion of the construction of the bridge, whichever occurs earlier. The permanent duration of the Original Agreement shall remain.

Section 2. Amend *Section VI. Environmental Assessment, Bridge Design, Development and Construction* to provide that the City of Omaha will utilize a design build process pursuant to the Community Development Law of the State of Nebraska as applied to the City of Omaha.

Section 3. Amend *Section XIII. Rights, Duties and Obligations of Council Bluffs, and Section XIV. Rights, Duties and Obligations of Omaha* to require Omaha and Council Bluffs to cooperate with the selected design build developer, by providing temporary construction easements as set forth in Attachment A and cooperating with the design build developer to obtain state sales tax exemption for this publicly owned project subject to the extent permissible by state law.

EXECUTED this ____ day of _____, 2006.

ATTEST:

CITY OF OMAHA, a Municipal Corporation

City Clerk of the City of Omaha

By _____
Mike Fahey, Mayor
City of Omaha, Nebraska

APPROVED AS TO FORM:

City Attorney

EXECUTED this ____ day of _____, 2006.

ATTEST:

CITY OF COUNCIL BLUFFS,
a Municipal Corporation

By _____
Thomas P. Hanafan, Mayor
City of Council Bluffs, Iowa

APPROVED AS TO FORM:

City Attorney

EXECUTED this ____ day of _____, 2006.

ATTEST:

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By _____
_____, General Manager
Papio-Missouri River Natural
Resources District

APPROVED AS TO FORM:

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City of Omaha
Hal Daub. Mayor

September 26, 2000

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CITY OF OMAHA
OMAHA, NEBRASKA

**Parks, Recreation &
Public Property Department**

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 701
Omaha, Nebraska 68183-0701
(402) 444-5900
FAX (402) 444-4921

Larry N. Foster
Acting Director

NOV - 3 2000

Honorable President

and Members of the City Council,

The attached Ordinance approves an Interlocal Agreement between the Cities of Omaha, Nebraska and Council Bluffs, Iowa and the Papio Missouri River Natural Resources District to design, construct, manage and maintain a trail crossing bridge across the Missouri River.

As the City Council is aware, several years ago, a unique partnership of federal agencies, state and local governments, on both side of the Missouri River, non-profit groups, neighborhoods and citizens came together to form the "Back to the River" initiative. The accomplishments of "Back to the River" have been significant!

On October 5, 1999, the City Council accepted a \$4,209,731.00 grant to construct a major portion of the Riverfront Trail, exemplifying the type of success which has resulted due to the "Back to the River" partnership.

Early in the "Back to the River" planning process, an interconnect trail system was envisioned. This "vision" called for connecting the unique existing and planned riverfront facilities along both the Nebraska and Iowa banks of the river. To tie these trails together, a trail crossing bridge is clearly necessary.

The attached Interlocal Agreement represents a unique partnership to construct this trail crossing bridge across the Missouri River. The Agreement obligates the cities of Omaha and Council Bluffs to joint ownership of the bridge. Additionally, both cities agree to fund an ongoing maintenance fund for the bridge, with each city's annual funding obligation estimated at \$100,000.00. The Finance Director is authorized to make these payments from Fund No. 001, Agency 120, Organization 1220, Capital.

Funding to construct the bridge would be provided by a combination of grants from the states of Nebraska and Iowa, additional federal grants and other non-city governmental resources as may be necessary. The estimated project cost is \$15,000,000.00. The attached Agreement obligates the Papio Missouri River Natural Resources District to provide construction related funding in the amount of \$1,000,000.00. City funding is not anticipated for the bridge's construction and no City funding to construct the bridge is obligated by the attached Agreement.

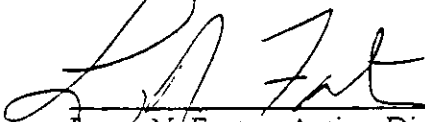
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Honorable President
and Members of the City Council
Page 2

This Agreement includes a clause allowing the parties to terminate the Agreement should funding not be acquired to construct the bridge. More specific details are provided in the Agreement.


Your favorable consideration is requested.

Respectfully submitted,



Larry N. Foster, Acting Director 9/15/00 Date
Parks, Recreation and
Public Property Department

Approved as to Funding:



Stanley P. Timm 9/18/00 Date
Acting Finance Director

Referred to City Council for Consideration:



Mayor's Office/Title 9/18/00 Date
COS

AGREEMENT

FOR MISSOURI RIVER TRAIL CROSSING BRIDGE

THIS AGREEMENT is hereby made and entered into this 13th day of October, 2000, by and between the CITY OF OMAHA, a municipal corporation organized and existing under the laws of the State of Nebraska located in Douglas County, Nebraska, (hereinafter referred to as "Omaha"), the CITY OF COUNCIL BLUFFS, a political subdivision organized and existing under the laws of the State of Iowa, (hereinafter referred to as "Council Bluffs"), and the Papio-Missouri River Natural Resources District, a natural resource district organized and existing under the laws of the State of Nebraska, (hereinafter referred to as the "P-MRNRD").

WHEREAS, Omaha, Council Bluffs and the P-MRNRD are independent political subdivisions organized and existing under either the laws of the States of Nebraska or Iowa; and,

WHEREAS, the Missouri River is generally considered the boundary between the States of Nebraska and Iowa; and,

WHEREAS, the Cities of Omaha and Council Bluffs are located directly across the Missouri River from one another; and,

WHEREAS, it is the mutual desire of the cities to be connected via a trail crossing bridge over the Missouri River; and,

WHEREAS, the parties have previously undertaken, in partnership with other governmental agencies, a preliminary study of various options for accommodating pedestrian and bicycle traffic between the cities of Omaha and Council Bluffs; and,

WHEREAS, this preliminary study has recommended the Nebraska side of a Trail Crossing Bridge across the Missouri River be located in the general area of the Omaha Dock Board property and the Iowa side of this Trail Crossing Bridge be located in the general area of Council Bluff's Playland Park; and,

WHEREAS, funding for the Missouri River Trail Crossing Bridge from the State of Nebraska, the State of Iowa, the United States, Omaha and Council Bluffs, the Papio-Missouri River Natural Resource District and private sources has been or may be secured in the approximate amount of fifteen million dollars; and,

WHEREAS, it is necessary for the parties to enter into an agreement to set forth their respective rights, duties and obligations regarding the development, design, construction, funding, operation, and maintenance of the Missouri River Trail Crossing Bridge; and,

WHEREAS, such an agreement falls within the intent and purposes of the Nebraska Interlocal Cooperation Act, Sections 13-801 through 13-827 NEB. REV. STAT.

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

I. PURPOSE

The purpose of this Agreement is to provide for the development, design, construction, funding, operation and maintenance of a trail crossing pedestrian bridge over the Missouri River that will connect the cities of Omaha, Nebraska, and Council Bluffs, Iowa and the recreational trails in each state and to specify the terms and conditions under which such project will be undertaken.

The parties mutually agree that a trail crossing bridge, at the aforementioned location, will significantly impact the visual character of future Omaha/Council Bluffs riverfront development. Additionally, due to the prominence of its riverfront location, this new trail crossing bridge will become an important visual "signature" for the cities of Omaha and Council Bluffs. Therefore, aesthetics are a critical consideration in the design of this bridge and the parties are mutually committed to constructing a trail crossing bridge that emphasizes design creativity, while also addressing constructibility and durability in an economically justifiable design.

II. TERM

This Agreement shall be in full force and effect from and after its date of execution by all parties hereto, except as specified herein below at sections X. and XI. and shall have permanent duration, without a separate entity being created. Provided, that if the parties are not able to secure all of the funding for the pedestrian bridge in the amounts specified herein below at paragraph IV.A. by the date specified herein below at paragraph IV.A., i.e., in approximately five years, this Agreement shall automatically terminate as of such date without further action of the parties hereto and the parties shall have no further obligations hereunder.

III. LEAD AGENCY

No separate legal or administrative entity is created by this Agreement. Omaha shall serve as the lead agency of the trail crossing bridge project and shall be responsible for the administrative work necessary for the development, design, construction, funding, operation and maintenance of the pedestrian bridge as more fully set forth herein below.

IV. FUNDING OF THE TRAIL CROSSING BRIDGE

A. Design and Construction Funding

The design and construction of the trail crossing bridge will be jointly funded from a variety of public and private sources. Omaha, as the lead agency will coordinate the efforts to obtain funding, including but not limited to,

- (1) application by the Nebraska Department of Roads for appropriated FY2000 federal funds from the Transportation and Community and System Preservation Surface Transportation Program in the amount of \$1,742,000.00;
- (2) application by Omaha to the State of Nebraska for State Enhancement Funds to be utilized for construction only (approx. \$1.5 million);
- (3) application by Council Bluffs to the State of Iowa for State Enhancement Funds, Recreation Trail Grant funds, and Vision Iowa Grant funds to be utilized for construction only (approx. \$1.5 million total);
- (4) application by Omaha for P-MRNRD funds (\$1 million contingent upon final commitment of the parties to the trail crossing bridge agreement payment to be by three equal installments paid over a period of three years); and,
- (5) application for other future private/public funds as may be necessary.

Each of the parties shall diligently perform and undertake efforts to secure the aforementioned funding and provide the others with periodic status reports on the funds secured, committed or denied for the trail crossing bridge project. Funds shall be committed or secured on or before December 31, 2005.

Upon submittal of appropriate invoices, Omaha shall pay all billings associated with the trail crossing bridge project and shall submit reimbursement requests to all aforementioned funding agencies in the appropriate amounts.

B. Operation and Maintenance Funding

Upon completion of construction of the trail crossing bridge, Omaha, through its Finance Department, shall establish and maintain a separate fund, dedicated solely to the inspection, operation and maintenance of the trail crossing bridge in accordance with this section. Interest accrued by the fund will remain in this separate fund and shall be used for the sole purposes as described herein. It is currently estimated that such fund will require annual appropriations in the amount of \$200,000. However, upon completion of the trail crossing bridge design the annual appropriation amount may require adjustment. This Agreement shall be amended to reflect the adjusted annual appropriation amount upon completion of the trail crossing bridge design, and periodically thereafter to provide amounts necessary to maintain the trail crossing bridge in good working order, in a safe

condition suitable for pedestrian use, and in accordance with applicable state, local and federal standards for bridges.

Omaha and Council Bluffs shall each contribute annually, on or before March 1 of each year, beginning with the March immediately following completion of the trail crossing bridge, to such separate fund an amount, equal to 50% of the annual appropriation amount, or any subsequent adjustment thereof. The initial and subsequent annual contributions to the separate fund shall be contingent upon attainment of funding for construction of the trail crossing bridge as specified hereinabove on or before December 31, 2005 and completion of the bridge.

Funds may be used for inspection, operation and maintenance of the trail crossing bridge as specified herein below. In the event the funds in such account are insufficient to pay for the inspection, operation and maintenance of the trail crossing bridge, Omaha and Council Bluffs shall each contribute 50% of the sum necessary to cover such expenses.

Omaha shall have authority to withdraw amounts from such account to pay persons providing inspection, operation and maintenance services as set forth herein below.

In the event private funds are secured specifically for maintenance, operations or repairs, these funds shall be deposited in this separate fund and expended, as herein described and the required commitment from Omaha and Council Bluffs shall be proportionally reduced.

Omaha shall furnish to Council Bluffs and the P-MRNRD an annual statement of the separate fund, which shall illustrate revenues and expenditures.

V. TRAIL CROSSING LOCATION

It is presently contemplated by the parties that the trail crossing bridge shall be located with its eastern terminus in Playland Park and with its western terminus in the general area of the City of Omaha public dock, provided that such locations may be changed upon mutual consent of the parties hereto, the States of Iowa and Nebraska and any other funding partners.

VI. ENVIRONMENTAL ASSESSMENT, BRIDGE DESIGN, DEVELOPMENT AND CONSTRUCTION

Omaha shall direct the process to obtain a trail crossing bridge design and award a contract to a design professional. Omaha shall consult with Council Bluffs, the P-MRNRD, the States of Iowa and Nebraska and any other funding partners to select a mutually agreeable design and design professional. The selection of the design professional shall utilize the City of Omaha's prescribed selection process, which shall satisfy the Nebraska Department of Roads, Consultant Engineering Service Selection Procedures For Local Public Agencies For Federal Aid Projected, dated October 21, 1997. Two representatives of Council Bluffs and a representative of the P-MRNRD shall serve on the committee formed to select the design professional. The

design contract shall be a separate agreement between Omaha, on behalf of the parties hereto, and the selected design professional.

Omaha shall be responsible for advertising for bids and awarding a contract to construct the trail crossing bridge. The process used shall comply with the public bidding laws of the State of Nebraska, as applied to the City of Omaha. Omaha shall consult with Council Bluffs, the P-MRNRD, the State of Iowa and any other public funding partners to solicit input regarding the selection of the contractor. Omaha shall secure formal concurrence from the Nebraska Department of Roads prior to contract award. The construction contract shall be a separate agreement between Omaha, on behalf of the parties hereto, and the selected contractor.

The parties hereby agree that included in the scope of the design and construction of the Missouri River trail crossing bridge is the required access approaches. These approaches may include ramps, paved trails, stairs, elevators or other methods necessary to provide access to the bridge. Such access expenditures shall extend to the construction techniques required to provide access to the bridge from the adjoining surface elevation using appropriate design standards. Construction of trails, paths, walks or other pedestrian/bicycle surfaces necessary to connect to these bridge accesses shall not be considered as costs of this trail crossing bridge.

Costs of design and construction shall be paid from the funds in the design and construction account specified hereinabove in paragraph IV.A.

Construction and design of the trail crossing bridge shall conform to all applicable state, federal and local requirements associated with Missouri River bridges or other similar types of pedestrian bridges. Omaha shall submit, at the appropriate times, plans, specifications and other design related materials to the Nebraska Department of Roads and the Iowa Department of Transportation for their review.

VII. TRAIL CROSSING BRIDGE INSPECTION AND MAINTENANCE

Omaha shall be responsible for securing inspection of the pedestrian bridge as required by appropriate regulations. This task shall be performed by persons with appropriate training and credentials. The cost of such annual inspections shall be paid from the fund specified herein above in IV.B.

Omaha may arrange for inspections, other than the annual inspection, upon request of Council Bluffs, the Nebraska Department of Roads or the Iowa Department of Transportation or any other federal or state department or agency with jurisdiction over bridges on the Missouri River, or upon receipt of reliable information that the trail crossing bridge has been damaged, is in disrepair, or otherwise presents a danger to the public. Such inspections shall be performed by persons with appropriate training and credentials in a timely manner after such request or notification and shall be paid from the fund specified hereinabove at IV.B. Omaha shall provide Council Bluffs prior notification of each such inspection unless impracticable due to exigent circumstances.

Omaha shall timely provide Council Bluffs with a copy of the inspection report prepared by persons hired to perform any such inspections. Omaha and Council Bluffs shall consult and determine a schedule for and prioritize the maintenance or repair needs identified. Omaha shall arrange for such maintenance and repair work to be performed and make payment for such work from the inspection, operation and maintenance account described in paragraph IV.B hereinabove. The parties anticipate that such maintenance needs will include, but not be limited to, painting, repair or replacement of lighting apparatus, cables and decking, preservation of structural integrity, and any work necessary to comply with applicable state, local and federal standards for pedestrian bridges.

VIII. TRAIL CROSSING BRIDGE OPERATION

Omaha shall be responsible for operation of the trail crossing bridge, including but not limited to promulgation of rules and regulations for use, preparation and installation of signage and scheduling of special event. Omaha shall consult with Council Bluffs to draft mutually agreeable rules and regulations for use of the trail crossing bridge and to determine appropriate signage. Costs of such signage shall be paid from the inspection, operation and maintenance account described in paragraph IV.B. hereinabove.

Omaha shall be responsible for the review, approval and scheduling of special events, which use the trail crossing bridge or portions thereof. Omaha shall notify Council Bluffs of such special event requests and consult with Council Bluffs to develop mutually agreeable (1) policies and (2) a review and approval process.

If Omaha and Council Bluffs are unable to agree on whether a specific use or special event should be permitted, the special event or use shall not be permitted.

The parties hereby express their understanding and intent that this Missouri River trail crossing bridge is to be considered an element of the "Back to the River" Trail. The uses of the trail crossing bridge shall therefore include, but not be limited to, the approved uses of the "Back to the River" Trail including pedestrians, bicycles, rollerblades, skateboards, strollers, wheelchairs, other means of non-motorized transportation, and other mutually approved usage.

IX. TRAIL CROSSING BRIDGE OWNERSHIP

Upon completion of construction, the trail crossing bridge shall belong to Omaha and Council Bluffs. The boundary line between the States of Nebraska and Iowa, which is presently located at a point between the east and west banks of the Missouri River, shall serve as the demarcation of ownership with the eastern portion of the trail crossing bridge belonging to Council Bluffs and the western portion of the trail crossing bridge belonging to Omaha. The percentage of ownership of the trail crossing bridge is temporarily established as 59.3% to Council Bluffs and 40.7% to Omaha. Final ownership will be based upon a survey to be completed once the trail crossing bridge is constructed. The bridge ownership shall be modified to coincide with this survey.

X. DAMAGE OR DESTRUCTION OF THE TRAIL CROSSING BRIDGE

In the event the trail crossing bridge is substantially damaged or destroyed by fire, explosion, the elements, the public enemy, or other casualty, neither Omaha nor Council Bluffs shall be obligated to repair, rebuild, or reconstruct the bridge, and any funds available in the inspection, operation and maintenance account may be used upon mutual agreement to demolish, remove, repair, rebuild or reconstruct the trail crossing bridge. If such funds are insufficient to provide for the costs of such demolition or removal, Omaha and Council Bluffs shall each contribute 50% of the sum necessary to cover such expense. This Agreement shall terminate upon completion of such demolition or removal.

In the event of such substantial damage to, or destruction of, the bridge shall occur, Omaha or Council Bluffs shall have the option to repair or replace same, at its own cost and expense. If the bridge is rebuilt, repaired or replaced, Omaha and Council Bluffs shall continue to share ownership as established in section IX.

XI. REMOVAL OF TRAIL CROSSING BRIDGE AND TERMINATION OF AGREEMENT

If Omaha and Council Bluffs mutually agree that the existence of the trail crossing bridge is no longer desirable whether for economic, political or other reasons, the trail crossing bridge may be demolished and removed. Any funds available in the inspection, operation and maintenance account may be used to demolish or remove the trail crossing bridge. If such funds are insufficient to provide for the costs of such demolition or removal, Omaha and Council Bluffs shall each contribute 50% of the sum necessary to cover such expense. This Agreement shall terminate upon completion of such demolition or removal.

XII. RIGHTS, DUTIES AND OBLIGATIONS OF P-MRNRD

P-MRNRD agrees to receive and process an application by Omaha for P-MRNRD funds in the amount of \$1 million for the Missouri River trail crossing bridge project. Approval of such funding by the P-MRNRD is contingent upon final commitment of Omaha, Council Bluffs, the States of Nebraska and Iowa and any other funding partners to the project. Evidence of such final commitment shall be provided to P-MRNRD in a form, manner and time frame satisfactory to it. If such \$1 million funding is approved, by the Board of Directors of P-MRNRD, acting in their sole discretion, payment shall be made to Omaha in three equal installments paid over a period of three years. Omaha shall invoice the P-MRNRD in accordance with paragraph IV.A and use such funds for design and construction costs only. P-MRNRD may further restrict such funds in any manner not inconsistent with this Agreement.

P-MRNRD agrees to cooperate and provide representatives to engage in the consultations and other duties as specified in this Agreement.

Omaha agrees to defend and indemnify the P-MRNRD and hold the P-MRNRD harmless from and against all claims, demands, causes of action, costs and expenses, including court costs and attorneys fees, for personal injuries or property damages arising out of the design,

construction, use, operation, inspection, maintenance, repair or replacement of the Missouri River trail crossing bridge project, except personal injuries or property damages caused by the sole negligence of the NRD.

XIII. RIGHTS, DUTIES AND OBLIGATIONS OF COUNCIL BLUFFS

Council Bluffs agrees to accept ownership of the eastern portion of the Missouri River trail crossing bridge in the percentage detailed in section IX. and to retain ownership of same throughout the term of this Agreement.

Council Bluffs agrees to continually keep open and permit pedestrians, other bridge users and design, construction, operations, inspection, and maintenance personnel and vehicles ingress and egress to and from the trail crossing bridge and the ground upon which the eastern terminus of the bridge lies, except for closures mutually agreed upon in advance with Omaha and in exigent circumstances. Council Bluffs agrees to secure and retain ownership or public control of the real property surrounding the eastern terminus of the trail crossing bridge and to use such property in a manner compatible with a trail crossing bridge and acceptable to Omaha.

Council Bluffs agrees to cooperate and provide representatives to engage in the consultations and to perform other duties as specified in this Agreement.

XIV. RIGHTS, DUTIES AND OBLIGATIONS OF OMAHA

Omaha agrees to accept ownership of the western portion of the Missouri River trail crossing bridge in the percentage detailed in section IX. and to retain ownership of same throughout the term of this Agreement.

Omaha agrees to continually keep open and permit pedestrians, other bridge users and design, construction, operations, inspection, and maintenance personnel and vehicles ingress and egress to and from the trail crossing bridge and the ground upon which the western terminus of the bridge lies, except for closures mutually agreed upon in advance with Council Bluff and in exigent circumstances. Omaha agrees to secure and retain ownership or public control of the real property surrounding the western terminus of the bridge and to use such property in a manner compatible with a trail crossing bridge and acceptable to Council Bluffs.

Omaha agrees to cooperate and provide representatives to engage in the consultations and to perform other duties as specified in this Agreement.

XV. NAMING OF TRAIL CROSSING BRIDGE

Omaha and Council Bluffs shall consult and mutually agree upon an official name for the Missouri River trail crossing bridge. Each agrees to undertake any process required of it in order to officially denominate such bridge with the selected name and shall require its officers and employees thereafter to use such name when referring to the trail crossing bridge in official documents and correspondence after selection of such name.

XVI. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties that any and all acts that Omaha, Council Bluffs, or P-MRNRD or their personnel, employees, agents, contractors, or servants, performed pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the others. The parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the others. An employee or agent of one shall not be deemed or construed to be the employee or agent of the others for any purpose whatsoever. None of the parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the others. The parties shall not provide any insurance coverage to the others or their employees including, but not limited to, workers' compensation insurance. Each party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. None of the parties shall have any authority to bind the others by or with any contract or agreement, nor to impose any liability upon the others. All acts and contracts of each shall be in its own name and not in the name of the others, unless otherwise provided herein.

XVII. INSURANCE

No party to this agreement shall be obligated to obtain public liability insurance in connection with the design, construction, operation or maintenance of the trail crossing bridge or property and/or to obtain casualty insurance on such trail crossing bridge. Provided, that this section shall not be construed to prohibit the parties from requiring any design professional, construction contractor, inspector or contractor performing maintenance work to provide suitable insurance coverage for the work it performs in connection with the bridge.

XVIII. RECORDS

Each of the parties agrees to prepare, keep and maintain records, in a method, location and for a time period satisfactory to the others, necessary to determine that each was in compliance with the terms of this Agreement. Each party shall have the right to audit and examine such records during usual business hours upon reasonable advance notice to the others.

XIX. GENERAL CONDITIONS

Nondiscrimination

The parties shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability as defined by the Americans With Disabilities Act of 1990 and Omaha Municipal Code 13-82, political or religious opinions, affiliations or national origin.

Captions

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

Applicable Law

Parties to this Agreement shall conform to 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.

Interest of Omaha

Pursuant to section 8.05 of the Home Rule Charter of the City of Omaha no elected official or any officer or employee of Omaha shall have a financial interest, direct or indirect, in any City of Omaha contract. Any violation of this section with the knowledge of the person or corporation contracting with Omaha shall render the contract void by the Mayor or Omaha City Council.

Interest of the Parties

The parties covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; they further covenant that, in the performance of this Agreement, no person having any such interest shall be employed.

Merger

This contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

Modification

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by any party other than those that are expressly set forth herein. No agent, employee or other representative of the parties is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

Approval of Amendments

The parties hereto acknowledge that, as of the date of the execution of this agreement, Section 10-142 of the Omaha Municipal Code provides as follows: "Any amendment to contracts or purchases which taken alone increases the original bid price as awarded (a) by ten percent, if the original bid price is one hundred fifty thousand dollars (\$150,000) or more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits or the authorization of any additional work in

excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

"The originally approved scope and primary features of a contract or purchase will not be significantly revised as a result of amendments not approved in advance by the City Council. The provisions of this Section will be quoted in all future City contracts. Nothing in this Section is intended to alter the authority of the Mayor under Section 5.16 of the City Charter to approve immediate purchases."

Strict Compliance

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

Assignment

None of the parties may assign its rights under this Agreement without the express prior written consent of the other.

Successors and Assigns Bound by Covenants

All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

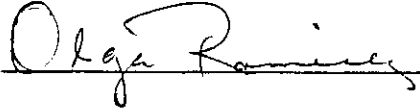
Authorized Representative

In further consideration of the mutual covenants herein contained, 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 named individuals shall be the authorized representatives of the parties:

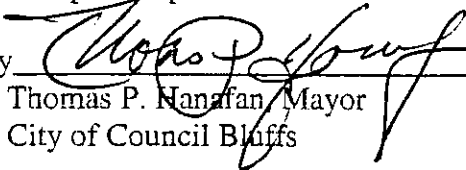
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|--|--|
| A. City of Omaha
Larry N. Foster, Acting Director
Parks, Recreation and
Public Property Department
Omaha/Douglas Civic Center
1819 Farnam Street Suite 701
Omaha, NE 68183 | C. Papio-Missouri River
Natural Resources District
Steve Oltmans, General Manager
8901 South 154th Street
Omaha, NE 68138-3621 |
| B. City of Council Bluffs
Thomas P. Hanafan, Mayor
209 Pearl Street
Council Bluffs, IA 51503 | |

EXECUTED this 25 day of September, 2000.

ATTEST:

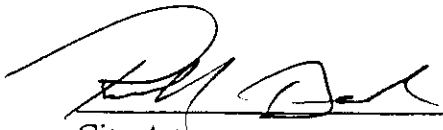


CITY OF COUNCIL BLUFFS, a
Municipal Corporation

By 

Thomas P. Nangfan, Mayor
City of Council Bluffs

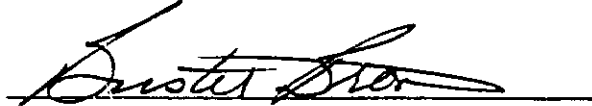
APPROVED AS TO FORM:




City Attorney

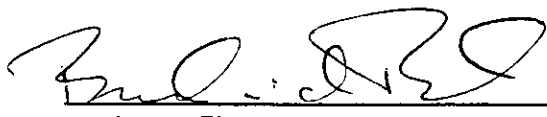
EXECUTED this 13th day of October, 2000.

ATTEST:


City Clerk of the City of Omaha

CITY OF OMAHA,
Municipal Corporation
By 
Hal Daub, Mayor
City of Omaha, Nebraska

APPROVED AS TO FORM:


 9/19/2000
Assistant City Attorney

EXECUTED this 24th day of October, 2000.

ATTEST:

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT



By 

Steve Oltmans, General Manager
Papio-Missouri River Natural
Resources District

APPROVED AS TO FORM:

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RESOLUTION 00-230

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF COUNCIL BLUFFS AND OMAHA AND THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT SETTING FORTH THE RIGHTS, DUTIES AND OBLIGATIONS REGARDING THE DEVELOPMENT, DESIGN, CONSTRUCTION, FUNDING, OPERATION AND MAINTENANCE OF THE MISSOURI RIVER PEDESTRIAN/BIKEWAY BRIDGE.

WHEREAS, Omaha, Council Bluffs and the P-MRNRD are independent political subdivisions organized and existing under either the laws for the States of Nebraska or Iowa; and

WHEREAS, it is the mutual desire of the cities to be connected via a trail crossing bridge over the Missouri River; and

WHEREAS, the parties have previously undertaken, in partnership with other governmental agencies, a preliminary study of various options for accommodating pedestrian and bicycle traffic between the cities of Omaha and Council Bluffs; and

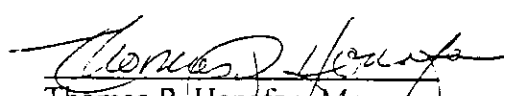
WHEREAS, this preliminary study has recommended the Nebraska side of a Trail Crossing Bridge across the Missouri River be located in the general area of the Omaha Dock Board property and the Iowa side of this Trail Crossing Bridge be located in the general area of Council Bluff's Playland Park; and

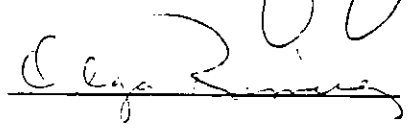
WHEREAS, it is necessary for the parties to enter into an agreement to set forth their respective rights, duties and obligations regarding the development, design, construction, funding, operation, and maintenance of the Missouri River Trail Crossing Bridge.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Council adopt the resolution authorizing the Mayor to enter into an Interlocal Agreement for the Missouri River Pedestrian/Bikeway Bridge.

ADOPTED
AND
APPROVED September 25, 2000


Thomas P. Hanafan, Mayor

Attest: 

ORDINANCE NO. 35356

AN ORDINANCE to approve an interlocal agreement between the City of Omaha, Nebraska, the City of Council Bluffs, Iowa, and the Papio-Missouri River Natural Resources District for the development, design, construction, funding, operation and maintenance of a trail crossing bridge over the Missouri River connecting the cities of Omaha, Nebraska and Council Bluffs, Iowa; to authorize the Finance Director to make payments in conformance therewith; and to provide an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the attached interlocal agreement between the City of Omaha, Nebraska, the City of Council Bluffs, Iowa, and the Papio-Missouri River Natural Resources District for the development, design, construction, funding, operation and maintenance of a trail crossing bridge over the Missouri River connecting the cities of Omaha, Nebraska and Council Bluffs, Iowa is hereby approved.

Section 2. That the Finance Director is authorized to make the annual inspection, operation and maintenance payments specified in such agreement from Fund No. 001, Agency, No. 120, Organization No. 1220, Capital.

Section 3. That this Ordinance, not being of legislative character, and in accordance with Section 2.12 of the Omaha Home Rule Charter, 1956, as amended, shall be in force and take effect immediately from and after its date of passage.

INTRODUCED BY COUNCILMEMBER

Marc Kraft

APPROVED BY:

Hal Daub 10/13/00

MAYOR OF THE CITY OF OMAHA DATE

PASSED OCT 10 2000 5-0

ATTEST:

Buster Brown 10/13/00
CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

[Signature] 9-15-00
CITY ATTORNEY DATE

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I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

Buster Brown
CITY CLERK
BY _____

2079-2696-2745

ORDINANCE NO. 35356

AN ORDINANCE to approve an interlocal agreement between the City of Omaha, Nebraska, the City of Council Bluffs, Iowa and the Pappio-Missouri River Natural Resources District for the development, design, construction, funding, operation and maintenance of a trail crossing bridge over the Missouri River connecting the cities of Omaha, Nebraska and Council Bluffs, Iowa; to authorize the Finance Director to make payments in conformance therewith; and to provide an effective date.

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PRESENTED TO COUNCIL

1st Reading SEP 26 2000 - Hearing
10/3/00

Hearing OCT 3 2000 - Direct
10/10/00

Final Reading OCT 10 2000

Passed 5-0

PUBLICATIONS

PUBLICATION OF HEARING

Date 9-29-00

PUBLICATION OF ORDINANCE

Date _____

BUSTER BROWN
City Clerk

City of Omaha, Nebraska
City Council
Ordinance No. 35356
Presented to Council
September 26, 2000
Hearing
October 3, 2000
Direct
October 10, 2000
Passed
5-0