

INTERLOCAL COOPERATION AGREEMENT

FOR

**MOPAC EAST-LIED PLATTE RIVER BRIDGE TRAIL CONNECTION
BETWEEN CASS COUNTY, NEBRASKA, AND LOWER PLATTE SOUTH
NATURAL RESOURCES DISTRICT**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into effective August 17, 2023 by and between CASS COUNTY, NEBRASKA, a political subdivision of the State of Nebraska, (hereinafter referred to as the "County"), and LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska (hereinafter referred to as the "NRD"), both of which are public agencies within the meaning of *Neb. Rev. Stat.* § 13-803. The parties are sometimes collectively referred to as the "Parties" and individually as "Each Party".

WITNESSETH:

RECITALS

A. Art. XV, § 18(1) of the, Constitution of the State of Nebraska and The Interlocal Cooperation Act, *Neb. Rev. Stat.* §§ 13-801 through 13-827 (the "Act") authorize two (2) or more public agencies to enter into agreements with one another for joint or cooperative action in regard to the exercise or enjoyment jointly of any power or powers, privileges, or authority exercised or capable of exercise by such public.

B. The Parties to this Agreement desire to work together to undertake and complete a connecting trail between the MoPac East Trail and the Lied Platte River Bridge, in Cass County, Nebraska, making the most efficient and effective use of their respective authorities and duties, by cooperating on the basis of mutual advantage to enter into this Agreement with one another for joint and cooperative action for any duties, obligations, or responsibilities exercised or capable of being exercised individually by Each Party.

C. The Parties desire to cooperate to select a route for this Trail connection that utilizes existing public right-of-way to the extent that is reasonable from a design and funding standpoint, limits the requirement for acquisition of private right-of-way, is sensitive to impacts on adjoining properties and residents, provides a safe corridor for trail users, and encourages the development of regional economic opportunities.

D. The Nebraska State Legislature has granted \$8.3 million to the Trail Development and Maintenance Fund, administered by the Game and Parks Commission, to provide a grant to a Natural Resources District to facilitate the completion of the Missouri-Pacific (Mo-Pac) trail between Lincoln and Omaha (LB1011).

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

**SECTION 1
PARTIES AND DEFINITIONS**

1.01 **Parties.** The Parties to this Agreement are public agencies within the meaning of *Neb. Rev. Stat.* § 13-803. Each Party consents to the participation in this Agreement by the other

Party. Each Party agrees and acknowledges that this Agreement shall become binding upon each Party upon execution of this Agreement by the Parties.

SECTION 2 AUTHORITY

2.01 Each Party has made and entered into this Agreement pursuant to the authority conferred on Each Party under the Interlocal Cooperation Act.

2.02 The County has the power and authority under *Neb. Rev. Stat.* § 23-108 to lay out roads and acquire the necessary right-of-way and under *Neb. Rev. Stat.* § 13-304 to join with another political subdivision in ownership, operation and performance of parks or other recreation facilities.

2.03 The NRD has the power and authority to develop and execute plans, facilities, works, and programs relating to, among others, development, and management of recreational and park facilities, pursuant to *Neb. Rev. Stat.* § 2-3290.01.

SECTION 3 DURATION

3.01 Subject to the early termination of this Agreement as hereinafter provided in Section 5, the duration of this Agreement within the meaning of *Neb. Rev. Stat.* § 13-804(3)(a) shall be for five (5) years, unless mutually extended by written agreement of the parties.

SECTION 4 MUTUAL PROMISES AND COVENANTS

4.01 The parties mutually agree as follows:

4.01.1 The Project includes evaluating various trail route options and selecting a proposed route, acquisition of any additional right-of-way, design, funding, and construction of a bicycle/pedestrian trail connecting the Mo Pac East Trail with the Lied Platte River Bridge, in Cass County, Nebraska.

4.01.2 That the scope of this Agreement shall include the route selection, public and stakeholder involvement, acquisition of right-of-way, and obtaining necessary permits and approvals for the future trail connection.

4.01.3 That the estimated costs and funding arrangements for the components listed in Section 4.01.2 are not included within the scope of the Agreement but will be the subject of future negotiations and agreement.

4.01.4 That the County will select and approve the final trail route in consultation with the NRD.

4.01.5 That the County will be solely responsible for the acquisition of any additional right-of-way required to complete the trail corridor.

4.01.6 That the NRD will be solely responsible for the evaluation of trail route options, design, construction, operation, and maintenance of the completed trail corridor.

4.01.7 That the Parties will use their best efforts to complete the trail route selection, public and stakeholder involvement, acquisition of right-of-way, and obtaining necessary permits and approvals, and construction by December 2027.

SECTION 5 MISCELLANEOUS PROVISIONS

5.01 Each Party shall comply with the terms and conditions of this Agreement in good faith, and the other Parties may rely upon such good faith compliance.

5.02 No Party may assign its contractual rights under this Agreement, except to a successor public agency.

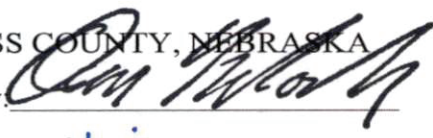
5.03 This Agreement may be terminated at any time by either Party giving sixty (60) days prior written notice to the other Party.

5.04 This Agreement may be amended at any time in writing duly signed by Each of Party upon appropriate action by ordinance, resolution or otherwise pursuant to the law of the governing body of Each Party so that any such amendment to this Agreement may enter into force consistent with the provisions of *Neb. Rev. Stat. § 13-804(2)*.

5.05 This Agreement shall be governed by the laws of the State of Nebraska.

5.06 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be invalid, unenforceable, or otherwise inoperative, the remaining sections shall continue in full force and effect as if agreed to without the inoperative provisions.


IN WITNESS WHEREOF, the Parties have signed and executed this Agreement by separate attachment effective on the date agreed to above.

CASS COUNTY, NEBRASKA
By: 

Title: Chairman

Signed: 8/15, 2023

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT


By: 
Title: GENERAL MANAGER

Signed: AUG 22, 2023