

**INTERLOCAL COOPERATION AGREEMENT**  
**FOR RURAL TO URBAN TRAILS**

This Interlocal Cooperation Agreement ("Agreement") is made and entered into as of the date it is fully executed below by and between the City of Lincoln, Nebraska, a municipal corporation ("City"), and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska ("NRD").

WHEREAS, all parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et. seq., as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, both City and NRD have an interest in and have worked together for the development, establishment, and management of recreational trails for the benefit of the public in both the City of Lincoln and Lancaster County. Both City and NRD have benefitted greatly from the assistance of the Great Plains Trails Network in this endeavor;

WHEREAS, generally the NRD has developed trails outside of the City limits and on NRD owned property, and City has developed trails within the City limits and on City owned property in Lancaster County;

WHEREAS, NRD generally maintains trails that have a more rural character, typically limestone trails with periodically mowed shoulders where the adjacent corridor includes shrubs, trees and other vegetation left primarily in a natural state for wildlife habitat. City generally maintains trails that have a more urban character, typically concrete trails with mowed shoulders, often seeded to turf grass, with trimmed trees and bushes along the trail and removal of snow in the winter;

WHEREAS, in cases where the NRD has developed trails on NRD owned property within the City limits (along Salt Creek), the ownership and maintenance responsibilities for those trails have often been turned over to the City after their development is complete;

WHEREAS, as land surrounding the City limits develops and roadways and utilities are constructed, there may be circumstances where there is a need to cross the trail corridor with these roadways and utilities in order to facilitate urban development of said surrounding land, including easements or adjustments to the configuration of trails for more advantageous development patterns and increased safety, utility, and comfort for trail users;

WHEREAS, as City continues to annex surrounding land with urban growth, there are incidents where a rural, NRD owned and maintained trail, may be brought into the City limits with those annexations. In those cases, the change in surrounding land uses, increased neighborhood population, and increased use of that trail segment as a trail, either for recreational or commuter purposes, are better served with a trail of a more urban character;

WHEREAS, the parties agree that the establishment of a cooperative agreement to manage those instances of continued urban growth is necessary at this time;

NOW, THEREFORE, it is mutually agreed between the parties to cooperate according to the terms and conditions as follows:

1. **Purpose.** The purpose of this Agreement is to further the interests of both City and NRD through cooperative exercise of authority among the parties without creating a joint or separate legal or administrative entity. This Agreement provides a mechanism for the future ownership, cooperative planning, development, administration, implementation, management, operation and maintenance of trails in neighborhoods that will become more urbanized due to growth of the City. Any trails specifically addressed in separate agreements between City and NRD shall not be governed by this Agreement, including the agreement addressing Crescent Green Park, now known as the Salt Creek Trail, entered into in 1982.

2. **Term and Termination.** This Agreement shall be for a term of ten (10) years, beginning as of the date of execution of this Agreement. The parties may renew the Agreement for additional five (5) year terms by written agreement. Either party has the right to terminate this Agreement if the other party fails to perform as required by this Agreement. Termination for failure to perform shall be effective only after the non-breaching party provides written notice to the breaching party of the failure to perform thirty (30) days in advance of termination and allows the breaching party an opportunity to cure during that time period. Either party may also terminate this Agreement for any reason for its own convenience or lack of sufficient funding. Termination for convenience or lack of funding shall be effective only after terminating party provides written notice ninety (90) days in advance of the effective date.

3. **Future Urban Trails.** As City limits expand, land develops, and roadways and utilities are constructed, urban development of surrounding land shall often require agreements, easements, or right-of-way dedication of trail property or complete reconfiguration of the trail to facilitate safer trails and better development patterns, especially at roadway crossings. When development negotiations for properties adjoining an NRD trail within the future service limit of City are initiated, and the annexation of adjacent trail appears to be probable in the near term, City will request that the NRD transfer the pertinent trail property to City ownership. In cases where the trail segment to be annexed might leave an intervening trail segment outside of the annexation area that is still in NRD ownership, City may request that said segment be transferred in order to avoid a “leap-frog” pattern of ownership and maintenance obligation. City Design Standards for trails shall be utilized for planning of any changes to trails. The following considerations will be addressed with any request for transfer:

A. **Planning Process.** City and NRD agree to cooperate to facilitate exchanges of land or transfer of NRD trails and trail corridor to City that may be advantageous to preserve and improve trails and ensure future planned trails are possible. Once transfers of trail corridor property to City, City shall utilize its personnel and expertise to make judgments as to desirable urban development patterns and standards and specification for roadway and utility development, as well as work on successful negotiations with developers and landowners that City may already have worked with in the past. Control of the land by City shall ensure that the trails are protected and the public interest is served in the development process.

- B. Ensure Trail Continuity. Trail property transferred will remain in trail use, except that City may work with developers to reconfigure trail routes in order to provide a safer and/or more desirable route. If a more desirable route is approved by the City, the City may sell the existing trail property, subject to any federal or state restrictions on sale of the property. Any proceeds of a sale of trail property as a part of development negotiations shall be invested in upgrading of trail adjacent to the development negotiation area or otherwise invested in trail improvements and future property acquisition for trails. This shall be done at City's discretion and when it is in the best interest of the public, although City may consult the NRD. The continuity of the trail shall be maintained, and no existing trail shall be abandoned prior to construction of a new route.
- C. Trail Safety. City shall consider safety in any reconfiguration of trails or any approval of proposed development of property adjacent to the trail corridor. For those portions of the trail that involve roadway crossings, the configuration or improvement of the trail may involve grade separated crossings, warning signs, or other safety mechanisms.
- D. Trailheads and Access to Trails. In the development approval process, while certain parcels of land might be involved in active negotiation for zoning, annexation, subdivision, and proposed improvement projects, City may consider long-term goals of providing continuity of or improvement to access to trails, including on property adjacent to the trail corridor. Considerations such as multiple uses for jogging, biking, walking, and horseback riding as well as new or improved trailheads shall be factored into any future development decisions by City.
4. **Ongoing Cooperation and Financial Contribution.** In determining new routes for trails or upgrading limestone trails to concrete, the parties agree to cooperate to pursue grants and private funding opportunities to assist in funding those projects. City will be responsible for all route planning, funding requests, design, and construction of re-routed trails or upgrading of trails in coordination with NRD. The parties may cooperate financially for payment of any expenses associated with land acquisitions or trail upgrades, including costs for land appraisals, as determined as necessary and mutually agreed upon by the parties. City shall ensure that any repairs, improvements, and maintenance for any trails on property conveyed by NRD shall be adequately provided for either in City's Capital Improvement Program and biennial operating budget.
5. **Release of NRD.** Once NRD trails and/or property are transferred by deed to City, the NRD shall have no further liability, maintenance responsibility, or cost for upgrading trails to urban standards once they are transferred to City ownership. City will receive ownership of the trail land at no cost and will assume maintenance and all other responsibility upon transfer.
6. **Federal Law and Regulations, and Contractual Obligations.** The parties agree to conform with Title VI of the Civil Rights Act of 1964; Architectural Barriers Act of 1968 (Public Law 90-480; Section 504); Rehabilitation Act of 1973 (Public Law 93-112); Americans with Disabilities Act of 1990 (Public Law 101-336); Age Discrimination Act of 1975; and the Disadvantaged Business Enterprise program 49 CFR Part 26; and any other applicable laws of the United States and the State of Nebraska, all rules and regulations of the various federal departments and commissions which have or obtain jurisdiction over this Agreement, and all appropriate City

laws, rules, and regulations. The parties also agree that they shall abide by any requirements or contractual obligations or specifications outlined in their separate Recreational Trails Program Project Agreements and General Provisions entered into the Nebraska Game and Park Commission, which are incorporated herein by this reference.

7. **Indemnification.** The parties shall indemnify, defend and hold harmless each of the other parties, its officers, agents and employees from and against claims, damages, losses and expenses, including by not limited to attorney's fees arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the party or the party's employees, or anyone directly or indirectly employed by the party, or anyone for whose acts any of them may be liable under this Agreement.

8. **Fair Employment and Fair Labor Standards.** The parties shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. ' 48-1122. The parties shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

9. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other parties hereto.

10. **Amendments.** This Agreement may be amended by mutual consent of both parties. Any amendments to this Agreement must be in writing.

11. **Governing Law and Interpretation.** This Agreement shall be subject to the laws of the State of Nebraska and ordinances of the City. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules and interpretation of contracts generally. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

12. **Notices.** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by email transmission followed by written confirmation of receipt, or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties. The contacts for the parties shall be as follows:

**NRD:**  
General Manager  
Lower Platte South Natural Resources District  
3125 Portia Street  
Lincoln, NE 68521

Phone: (402) 476-4729

**City:**  
Director of the Parks and Recreation Department  
Parks & Recreation Department  
2740 "A" Street  
Lincoln, NE 68502  
Phone: (402) 441-8265

**13. Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF LINCOLN, NEBRASKA,  
A Nebraska municipal corporation,

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Chris Beutler, Mayor

LOWER PLATTE SOUTH NATURAL  
RESOURCES DISTRICT,  
A Nebraska political subdivision,

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Paul Zillig, General Manager