RESOLUTION AUTHORIZING CHAIRMAN TO SIGN SPECIAL OPERATION AND MAINTENANCE AGREEMENT FOR THE DANIELL TRAIL

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County has entered into an agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 for the construction of certain trail improvements within Sarpy County, see Resolution 2016-61; and,

WHEREAS, an agreement on the Operation and Maintenance of said trail improvements has been proposed; and

WHEREAS, said agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that, this Board hereby approves the attached Special Operation and Maintenance Agreement.

BE IT FURTHER RESOLVED that pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board the attached Special Operation and Maintenance Agreement with the Papio-Missouri River Natural Resources District for the Daniell Trail improvements within Sarpy County, Nebraska.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 8th day of March, 2016.

Attest:

Chairman, Sarpy County Board

Sarpy County Clerk
This agreement is made between the Papio-Missouri River Natural Resources District (hereinafter “the District”), acting under authority of Section 2-3235 R.R.S., 1943, and the County of Sarpy, Nebraska (hereinafter “the Sponsor”) which sponsor intends to develop or improve the following described trail: Daniell Trail (hereinafter “the Project”) located in Sarpy County, Nebraska.

It is agreed that, if the District furnished financial aid to the Sponsor for the Project, in consideration thereof:

1. The Sponsor, successors or assigns, warrants that it now has, or can obtain, the resources, ability, and authority, and will obtain the additional funds, permits, services, materials, and land rights necessary to complete the Project, without additional cost to the District.

2. The Sponsor, successors or assigns, shall operate, maintain, and repair the Project for a period of fifty (50) years following completion in accordance with accepted standards and practices, without additional cost to the District. If the Project is either removed or improperly maintained within this period, The Sponsor, successors or assigns, may be requested to refund all, or a portion, of the District’s cost share funds.

3. The Sponsor, successors or assigns, shall indemnify and hold the District harmless from and against all liability and damages resulting from the design, construction, operation, or maintenance of the Project, and against all demands, causes of action, and claims arising therefrom, except as may be caused by negligence of the District, its agents, representatives, or employees.

4. The Sponsor, successors or assigns, shall publicly acknowledge the District’s contribution to the Project on a permanent sign, plaque or other fixture (containing the District’s logo), to be maintained by the Sponsor, successors or assigns, for the life of the project specified above. Such acknowledgement shall also be contained on all temporary construction signs and in all media publicity about the Project.