INTERLOCAL COOPERATION AGREEMENT
Between
THE CITY OF OMAHA, NEBRASKA
And
THE CITY OF COUNCIL BLUFFS, IOWA
For
PURPOSE OF MANAGING A REGIONAL MOBILITY PROGRAM

THIS AGREEMENT (hereinafter "**THIS AGREEMENT**") is made by and between the **CITY OF COUNCIL BLUFFS, IOWA** ("the **CITY OF COUNCIL BLUFFS**") and the **CITY OF OMAHA, NEBRASKA** ("the **CITY** OF **OMAHA**"), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1997, et seq.).

WHEREAS, the CITY OF OMAHA, Parking & Mobility Division administers its micro mobility programs, including electric scooters, and a partnership with the nonprofit organization known as Heartland Bike share (collectively referred to as the "PROGRAM"), which provides cost sharing with local governmental entities for the installation, administration and maintenance of improvements to a regional mobility system;

WHEREAS, the CITY OF OMAHA and CITY OF COUNCIL BLUFFS desire to enter into an agreement to allow for the operation of electric scooters in Council Bluffs through the program established in Omaha; and,

WHEREAS, the CITY COUNCILS of the CITIES have approved the operation of electric scooters in their respective Cities.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of parties hereinafter expressed, the parties hereby agree as follows:

1. PROGRAM BENEFITS. The parties do hereby find and determine that the PROGRAM will be for the general benefit of each city from a regional transportation effort.

2. PROGRAM PARTICIPANTS. The PROGRAM shall be undertaken without any separate entity being created, and the duties and responsibilities of the parties with respect to the PROGRAM shall be as defined by THIS AGREEMENT.

3. PROGRAM REQUIREMENTS. The CITY OF OMAHA Parking & Mobility Division shall promulgate requirements for participation in the PROGRAM which both Cities agree to comply with and which shall be included in the agreements with each vendor. Geofencing of areas for operations and/or parking of electric scooters in each party's jurisdiction will be delineated by that City. Such requirements are subject to the approval of the CITY OF COUNCIL BLUFFS prior to implementation. THIS AGREEMENT and the PROGRAM'S requirements shall be construed in a manner giving full effect to both. In the event there is an unavoidable conflict between a specific provision of THIS AGREEMENT and a specific provision of the PROGRAM'S requirements, THIS AGREEMENT shall control.

4. APPLICATION AND SUBMISSION OF PLANS. The Parking & Mobility Division's documents accompanying that application to the PROGRAM are attached hereto as EXHIBIT A, and are incorporated into THIS AGREEMENT.

Prior to commencing performance of the relevant phase of the PROGRAM, the Parking & Mobility Division shall submit to the CITY OF COUNCIL BLUFFS the PROGRAM plans, bid documents, agreements, and implementation schedules (collectively the "DOCUMENTS"). If during any phase of the PROGRAM, there are material changes to the vendor agreements or the DOCUMENTS, the CITY OF OMAHA shall timely inform the CITY OF COUNCIL BLUFFS and secure their approval of the change and submit an updated version of the relevant document or documents that were impacted by the change.

5. CITY OF OMAHA TECHNICAL ASSISTANCE. The CITY OF OMAHA shall provide technical assistance to the CITY OF COUNCIL BLUFFS regarding the PROJECT within the limits of its expertise, as may be requested by the CITY OF COUNCIL BLUFFS.

6. PERMITS. The parties shall be required to secure, on their behalf, all necessary local, state and federal permits, which tare necessary for implementation of the

PROGRAM or for the operation, maintenance, repair, replacement, management and regulation of the PROJECT. The cost of such permits shall be deemed a cost of the PROGRAM.

7. COMPETITIVE BIDS. Within a reasonable time after CITY OF OMAHA'S receipt and opening of bids for the shared scooter vendor who will be part of the PROGRAM, the CITY OF OMAHA shall deliver a summary thereof to the CITY OF COUNCIL BLUFFS, together with the identification by the CITY OF OMAHA of the bidder whom the CITY OF OMAHA determines is the most responsible bidder. The CITY OF OMAHA shall accept such bid and shall award to such vendor or vendors the contract to operate all or one or more portions of the PROGRAM.

8. CITY OF COUNCIL BLUFFS' CONTRIBUTION. As its contribution(s) towards the aforesaid costs of the original operation and of the PROGRAM ("the **CITY OF COUNCIL BLUFFS' CONTRIBUTION**"), the CITY OF COUNCIL BLUFFS shall be responsible for any costs associated with operational requirements in their jurisdiction. **ABANDONMENT OF THE PROGRAM.** In the event that either the CITY OF COUNCIL BLUFFS or the CITY OF OMAHA abandons the PROGRAM, each City shall be responsible for any costs, payments, or billings related to the PROGRAM in their locale thereafter.

9. OPERATION AND MAINTENANCE OF THE PROGRAM. After completion of PROGRAM and each CITY'S acceptance of the PROGRAM from the VENDORS, each CITY, at its own and sole cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate the PROGRAM during the terms of this agreement, as the program agreements determine necessary, and in accordance with applicable and generally-accepted practices, state and federal statutes and regulations.

10. INDEMNIFICATION. The CITY OF COUNCIL BLUFFS shall indemnify and hold the CITY OF OMAHA harmless from and against all liability and damages resulting from the PROGRAM, including but not limited to the design, construction, operation, or maintenance of the PROGRAM, and against all demands, causes of action, and claims arising therefrom including court costs and attorney fees, except as may be caused by the negligence of the CITY OF OMAHA.

The CITY OF OMAHA shall indemnify and hold the CITY OF COUNCIL BLUFFS harmless from and against all liability and damages resulting from the PROGRAM, including but not limited to the design, construction, operation, or maintenance of the PROGRAM, and against all demands, causes of action, and claims arising therefrom including court costs and attorney fees, except as may be caused by the negligence of the CITY OF COUNCIL BLUFFS

11. NON-DISCRIMINATION. 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. The parties agree that any contractor retained by the CITY OF OMAHA to perform work on the PROGRAM shall comply with the requirements set forth in the attached Exhibit "A-1" and "A-2," which are incorporated into THIS AGREEMENT.

12. 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 PROGRAM not expressly contained herein.

13. 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 either party may hereafter designate to the other party 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.

14. 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.

15. APPLICABLE LAW. Each party to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance of THIS AGREEMENT. Nebraska law will govern the terms and the performance under THIS AGREEMENT.

16. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable and enforceable.

17. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

18. Counterparts. THIS AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. INTERLOCAL COOPERATION ACT PROVISIONS. This Agreement shall not create any separate legal or administrative entity. It shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. Each party shall separately finance and budget its own duties and functions under this Agreement. There shall be no jointly held property as a result of this Agreement. The Agreement shall terminate upon completion of the work contemplated by the Agreement, unless the parties consent in writing to an earlier termination. Upon termination, each party shall retain ownership of the property it owns at the time of termination. This Agreement does not authorize the levying, collecting or accounting of any tax.

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.

The CITY has executed THIS AGREEMENT on _____, 2024.

THE CITY OF OMAHA

By _____ **Attest:**

Jean Stothert, Mayor

_____

City Clerk

The CITY OF COUNCIL BLUFFS has executed THIS AGREEMENT on _____, 2024.

CITY OF COUNCIL BLUFFS

By _____
Matt Walsh, Mayor