

City of Scottsbluff, Nebraska

Monday, April 4, 2022

Regular Meeting

Item Reports2

Council to discuss and consider action on the Termination of Inter-Local Agreement and Assignment of Interest in Tourist Information Booth with Scotts Bluff County and authorize the Mayor to sign the Agreement.

Staff Contact: Mark Bohl, Public Works Director

**TERMINATION OF INTER-LOCAL AGREEMENT
AND ASSIGNMENT OF INTEREST IN TOURIST INFORMATION BOOTH**

This Termination of Inter-Local Agreement and Assignment of Interest in Tourist Information Booth ("Termination and Assignment Agreement") is made on _____, 2022 by and between the City of Scottsbluff, Nebraska, a municipal corporation ("City") and the County of Scotts Bluff, Nebraska, ("County").

The City and County are parties to an Inter-Local Agreement dated June 9, 1997 ("Agreement") for the placement of a former Burlington Northern Railroad caboose owned by the County ("Caboose") on a Tract on land leased by the City. The Caboose was to be used as a tourist information booth.

The City and County no longer use the caboose as a tourist information booth. The City and the County have now decided to terminate the Agreement. In addition, the County has decided to assign and transfer its ownership in the Caboose to the City.

City and County now agree as follows:

1. Termination of Agreement: The City and County mutually agree to terminate, cancel and nullify the Agreement and mutually agree that neither party shall be obligated to perform under its terms.
2. Assignment of Ownership Interest in Caboose: The County now assigns, transfers, and conveys any and all ownership interest it has in the Caboose to the City. The City accepts the assignment "AS IS" and assumes the obligation of ownership of the Caboose.
3. Miscellaneous:
 - (a) This Termination and Assignment Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified in writing signed by both
 - (b) The provisions of this Termination and Assignment Agreement are severable and if any provision is held to be invalid, the remainder of the Termination and Assignment Agreement shall remain in effect.
 - (c) This Termination and Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
 - (d) This Termination and Assignment Agreement shall be governed by the laws of Nebraska.

(e) This Termination and Assignment Agreement shall be binding on the successors and assigns of the parties.

(f) In the event of disagreement or dispute concerning any of the terms of this Termination and Assignment Agreement, the parties agree to negotiate and work toward resolving any such disputes or disagreements in good faith.

CITY OF SCOTTSBLUFF, NEBRASKA

SCOTTS BLUFF COUNTY, NEBRASKA

By _____
Jeanne McKerrigan, Mayor

By _____
Ken Meyer, Chairperson
Board of Commissioners

Attest: _____
City Clerk

Attest: _____
County Clerk