ATTACHMENT "A"

ANNUAL FINANCIAL
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lincoln Lancaster County Railroad Transportation Safety District, hereinafter referred to as "District," and the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "City" for the construction of Harris Overpass, City Project Number 701781, hereafter referred to as "the Project."

WHEREAS, the District operates to further the policy of the State of Nebraska to reduce the number of fatalities and injuries caused by collisions between motor vehicles and railroad trains; to eliminate as far as possible unnecessary conflicts between railroad transportation and highway transportation; to improve the movement of both rail and highway traffic by eliminating grade crossings; and to assist in relocation of railroad facilities that bisect the central portions of municipalities, thus hampering the growth of both the municipality and the railroad services; in order to benefit and enhance the community as a whole pursuant to *Neb. Rev. Stat.* § 74-1301, et seq.; and

WHEREAS, the City contemplates contracting for professional services and construction activities for the Project; and

WHEREAS, the District has the right and authority to enter into contracts or other arrangements with municipal corporations making full use of the Interlocal Cooperation Act for, among other things, assistance in the design, construction, maintenance, sale, or lease of the works of the District; and making surveys and investigations or reports in relation to the objectives of the District; and

WHEREAS, the City and the District are mutually benefitted by the Project; and

WHEREAS, the City and the District have previously entered into an Interlocal Agreement to construct the Project, which Interlocal Agreement is dated October 2, 2008_and approved by the City by Resolution No. A-85045 dated October 2, 2008.

NOW, THEREFORE, the City and the District, pursuant to the Interlocal Cooperation Act, *Neb. Rev. Stat.* § 13-801 et seq., do hereby agree as follows:

1. Duration. The duration of this Agreement shall be until the completion of all obligations hereunder.

2. Administration. The terms and conditions of this Agreement shall be administered by the Executive Director of the District and the Mayor of the City. This Agreement does not create any separate legal or administrative entity.

3. Purpose. The purpose of this Agreement is for the District to aid the City in funding for the final design, right-of-way acquisition and construction activities for the Project.

4. Costs and Finance. The District has approved the expenditure of $100,000 for the Project from its July 1, 2010, through June 30, 2011, budget. The District for the year 2010/2011 shall contribute up to the total of such allocated funds to be applied to the Project. The City shall not be responsible for the contribution of any funds for the Project.

5. Duties and Obligations. The District shall be entitled to receive copies of all work financed through this Agreement. The City shall have authority to enter into agreements for the related activities in accordance with the City's contracting requirements. The City will bill and the District will pay the City up to the amount agreed for the District's participation as authorized by this Agreement.

6. Termination. This Agreement may be terminated at any time and for any reason by either party upon written notice of not less than 60 days to the other party. Upon termination, the District shall pay its proportionate share of expenditures incurred up through the date of termination.

7. Land and Easement Acquisition. The City will acquire or cause to be acquired all necessary easements and rights-of-way for construction of the Project and will use its personnel for the purpose of acquiring such easements and/or rights-of-way and, if necessary, will institute condemnation proceedings using its power of eminent domain to acquire such required easements and rights-of-way.

8. Ownership. Upon completion of the Project, the City will assume ownership and maintenance of all the improvements constructed.

Executed by the DISTRICT this 7th day of September, 2010.

CITY OF LINCOLN LANCASTER COUNTY RAILROAD TRANSPORTATION SAFETY DISTRICT

Attest:

Chairperson

Executive Director

Executed by the CITY this _____ day of _____, 20____.

Attest:

City Clerk

Chris Beutler, Mayor of Lincoln