

INTERLOCAL AGREEMENT
for
Regional Intelligent Transportation System Architecture Plan
City Project #700116

THIS AGREEMENT is made and entered into by and between the County of Lancaster, Nebraska, a governmental subdivision of the State of Nebraska, hereinafter referred to as "County", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City".

WHEREAS, Neb. Rev. Stat. § 13-801 et seq. (Reissue 1997) permits units of local government in the State of Nebraska to cooperate with one another for the purpose of jointly exercising governmental authority and responsibilities they share in common; and

WHEREAS, the City is in the process of developing the *Southeast Nebraska Regional Intelligent Transportation Systems (ITS) Architecture Plan*. This plan will describe projects for technologies, interagency collaboration, communication and technical integration for improving transportation safety, efficiency and security; and

WHEREAS, the County wishes to commit to participating in the City's *Southeast Nebraska Regional ITS Architecture Plan*.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by and between the parties as follows:

1. The purpose of this Agreement is to allow the County to participate in the *Southeast Nebraska Regional ITS Architecture Plan* which is being developed by the City. The architecture will become a plan of projects for technologies, interagency collaboration, communication and technical integration in the thirteen county Southeast Nebraska region. The plan is required by the Federal Highway Administration(FHWA) and the Federal Transit Administration(FTA) to illustrate and document regional integration so that planning and deployment of *ITS* solutions can take place in an organized and coordinated fashion throughout Southeast Nebraska to improve transportation safety, efficiency and security. FHWA, FTA and good practice require involvement of multiple stakeholders as the plan is being developed.

2. The County agrees to contribute for the 2004-2005 Fiscal Year, Twenty-Five Thousand Dollars (\$25,000.00) towards the City's cost. Payment to the City will be made upon submittal of the completed Plan to the County.

3. This Agreement shall be in effect from the date of this Agreement and continue until final payment is made by the County unless terminated by either party upon thirty (30) days written notice to the other party.

4. This Agreement is for the cooperative undertaking for the mutual benefit of the parties and does not create a separate legal or administrative agency. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the City, or any employee or other person acting on behalf of the City, in the performance of this Agreement, shall be deemed to be an independent contractor(s) during the entire term of this Agreement or any renewals or amendments thereof. City shall not receive any additional compensation rendered pursuant to and which are not specifically set forth in this Agreement.

5. Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the negligent or wrongful acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or property, including any resulting loss of use. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

6. In connection with the carrying out of the activities provided herein, neither the County nor the City shall discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

EXECUTED this _____ day of _____, 2005 by Lancaster County, Nebraska

Approved as to Form
this ____ day of _____, 2005

THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

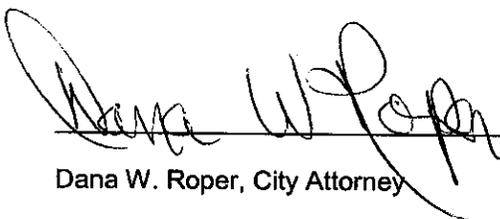
for Gary Lacey, County Attorney

By: _____
Larry Hudkins, Chair

EXECUTED this _____ day of _____, 2005 by the City of Lincoln, Nebraska

Approved as to Form
this ____ day of _____, 2005

CITY OF LINCOLN, NEBRASKA



Dana W. Roper, City Attorney

By: _____
Coleen J. Seng, Mayor