

Interlocal Agreement
Railroad Transportation Safety District

This Agreement is made and entered into by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City," and the City of Lincoln, Lancaster County Railroad Transportation Safety District hereinafter referred to as the "District".

Recitals

I. The District was established for the purpose of moving, relocating, or removing any railroad tracks or railroad right-of-way, including improvements thereon; relocating or removing any railroad yard or switch yard or switch tracks; changing, constructing, eliminating or reconstructing, including the use of protective devices of any kind or nature, any highway or street crossing of a railroad property; moving, constructing, or reconstructing any railroad bridge, viaduct, or subway; acquiring, negotiating, selling, or eliminating any joint trackage operating rights or any rights of other individuals or entities over, in, or on any railroad tracks, rights-of-way, switch yards, or switch tracks, all as may be conducive to the public health, safety, convenience, or welfare pursuant to Neb. Rev. Stat. § 74-1301 et seq. (Reissue 1986).

II. Neb. Rev. Stat. § 74-1305 (Reissue 1986) authorizes the Board of Directors of such a District to enter into contracts or other arrangements with political subdivisions, and public and municipal corporations, making full use of the Interlocal Cooperation Act, to provide for various methods of cooperation between such entities.

III. The City, through its Public Works Department, is capable of and willing to provide cooperation and assistance to the District regarding projects of the District, engineering assistance, and administration of the various projects and activities of the District.

IV. The Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et seq. (Reissue 1987)) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local governing units to provide services and facilities on a basis of mutual advantage; and Neb. Rev. Stat. § 15-751 (Reissue 1987)) and Article II Section 6 and 7 of the Charter of the City of Lincoln further authorizes contractual agreements promoting cooperation and the simultaneous service of officers or employees to both the City and other governmental subdivisions.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Services provided. The City shall provide to the District the following administrative and professional services as needed by the District:

- a. Administration of all projects approved by the District's Board of Directors.
- b. All necessary assistance in the design, construction, maintenance, sale or lease of the works of the District.
- c. Surveys and investigations or reports in relation to the objectives of the District.
- d. Assistance in obtaining the construction, maintenance, or operation of the work or works of public improvements within the District or for any of the purposes described in Neb. Rev. Stat. § 74-1302.
- e. Preparation of an annual budget to be submitted to the District's Board of Directors.
- f. Provision of necessary clerical services for the District and maintenance of accurate minutes of the meetings of the Board of Directors and accurate records and books of account,

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conforming to approved methods of bookkeeping, setting out and reflecting the operation, management, and business of the District.

The City shall provide space within its Public Works Department which shall constitute the principle place of business of the District and at which shall be provided all clerical assistance required by the District as well as adequate space for the maintenance of all records and books of the District. It is understood that all such books, papers, and vouchers shall be subject to public inspection at reasonable hours.

2. City Engineer; Administrator. The City's duly appointed City Engineer shall be the ex officio recording secretary for the District's Board of Directors and shall be the administrator of this Agreement. The City Engineer shall propose to the District any future or additional projects which he may deem advisable, and shall provide reports to the District's Board of Directors, as requested, updating the Board on the progress of pending projects, as well as any other matters requested by the Board of Directors which is within the area of responsibility of the District.

3. Funding. (a) In consideration of the services to be provided by the City to the District hereunder, the District shall annually reimburse the City an amount equal to twenty-five percent of the cost of salary and fringe benefits of a Civil Engineer III.

Immediately upon execution of this Agreement, the District shall pay to the City an amount representing a pro-rata portion of the above amounts based upon the number of months remaining in the fiscal year of the District. Thereafter, the District shall make such annual payments in full upon the commencement of the District's fiscal year and annually thereafter.

(b) The District shall reimburse the City on a monthly basis for all engineering expenses required by and attributable to projects of the District. Said engineering expenses shall be billed monthly and shall be paid within 30 days after receipt by the District of an itemized bill from the City for such services. The fully burdened costs of all supplies and expenses required by City personnel in the performance of the responsibilities to be performed hereunder by the City shall be paid by the District.

(c) The District shall employ one clerical employee at the level of the City's office assistant III or equivalent classification who shall be under the supervision of the City and shall be treated as a classified employee of the City for all purposes, including fringe benefits, except that such employee shall not be eligible for promotion or transfer within the City service. The full cost of salary and all fringe benefits shall be budgeted for and transferred by the District to the City for payment to such employee. The City and District may at any time agree that such employee be fully transferred to the City classified service with all employee costs remaining the responsibility of the District.

4. Amendments. This Agreement may be amended by written agreement approved by both parties.

5. Term and Termination. This Agreement shall commence upon its execution by both parties and shall continue in full force and effect thereafter until the close of the District's fiscal year, June 30, 1991, and shall renew automatically annually thereafter until terminated by either party in accordance with the provisions of this Agreement. Either party may terminate this Agreement upon the giving of written notice to the other party of its intention to terminate; said notice to be given at least 60 days prior to the end of the District's fiscal year. Upon termination of this

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Agreement, the City will deliver to the District's Board of Directors all of the District's books and records which the City has in its possession and all other property of the District.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate this 24th day of December, 1990. (City Resolution No. A-73938, adopted December 17, 1990).