

## COOPERATIVE AGREEMENT

This Agreement entered into on \_\_\_\_\_, 2007, by and between the City of Lexington, Nebraska, (hereinafter "CITY") and the County of Dawson, State of Nebraska, (hereinafter "COUNTY").

WHEREAS, "CITY" AND "COUNTY" are political subdivisions of the State of Nebraska; and

WHEREAS, the at-grade crossing of Road 435 and the Union Pacific Railroad serves property and businesses within the municipal limits of CITY, as well as property and businesses within the jurisdiction of COUNTY, and the future development of the area in a responsible and orderly manner requires joint planning and cooperation of both of the parties to this Agreement;

THEREFORE, in consideration of the mutual covenants of the parties, it is agreed as follows:

1. Cooperative Agreement: Pursuant to Sections 13-801 - 13-827 of the Revised Statutes of Nebraska, "CITY" and "COUNTY" hereby enter into a cooperative agreement through which the parties shall jointly and cooperatively exercise certain powers, privileges, or authority granted to the parties for the study, design, construction, maintenance, and traffic regulation of transportation facilities within a one mile radius of the at-grade intersection of County Road 435 and the Union Pacific Railroad. The governing body of each of the parties hereto shall have approved this Agreement by resolution, prior to its execution and delivery.

2. Purpose: The purpose of the Cooperative Agreement shall be to make efficient use of the powers of the parties hereto by enabling them to cooperate with each other on

a basis of mutual advantage and thereby provide services in a manner and pursuant to forms of governmental organization that will accord best with needs of the public as served by “CITY” and “COUNTY”.

3. Organization: The CITY Manager is hereby designated as the Administrator of this Agreement, with responsibility for carrying out the terms of this Agreement. The Administrator shall report regularly to the governing body of CITY and COUNTY, to keep both parties advised of joint and cooperative activity.

4. Duration: This Cooperative Agreement shall be perpetual, provided that such Cooperative Agreement may be terminated at any time by action of the governing body of CITY or COUNTY.

5. Manner of Acquiring and Holding Property: Any real or personal property owned by either of the parties to this Agreement shall remain the separate property of the parties. Any property acquired for the purposes of this Agreement shall be purchased under the separate budget authority of either of the parties and shall remain the separate property of the party acquiring such property.

6. Rural Viaduct Location Study: CITY shall pay the entire cost of funding of a Rural Viaduct Location Study, which cost shall include: the issuance of a Request for Proposals for consulting services; the appointment of a consultant; the preparation by Consultant of a feasibility study of potential locations to construct a rural viaduct in the vicinity of the at-grade intersection of County Road 435 and the Union Pacific Railroad; and the conduct of public hearings or informational meetings regarding such feasibility study. CITY and COUNTY shall jointly, by action of their governing bodies, approve the appointment of a consultant, and conduct public hearings or informational meetings on the Rural Viaduct Location Study.

7. Amendment of Agreement: This Agreement may be amended upon approving resolutions adopted by the governing body of "CITY" and "COUNTY".

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF LEXINGTON, NEBRASKA

By: \_\_\_\_\_

COUNTY OF DAWSON

By: \_\_\_\_\_