

FUNDING FLASHING LIGHTS and GATES AT RAILROAD CROSSINGS, DAWSON COUNTY, NEBRASKA

This Agreement entered into on _____, 2017, by and between the County of Dawson, State of Nebraska, (hereinafter, "COUNTY") and the Dawson County Railroad Transportation Safety District, Dawson County, Nebraska, (hereinafter, "RTSD").

WHEREAS, COUNTY is a Political Subdivision of the State of Nebraska, and RTSD is a special district formed under Neb. Rev. Stat. § 74-1302;

WHEREAS, the Interlocal Cooperative Act, Neb. Rev. Stat. §13-801 to §13-827, permits local governmental units to make the most efficient use of their powers to enable them to cooperate with other governmental units in an effort to provide services and facilities in a manner that will accord with the needs of their local communities; and

WHEREAS, COUNTY is responsible for operation and maintenance of the streets and highways, and RTSD is responsible for railroad transportation and safety in and around the Lexington, Nebraska area; and

WHEREAS, on or about February 1, 2017, COUNTY entered into a Supplemental Agreement with Union Pacific Railroad Company (hereinafter, "UPRC"); and is attached hereto as Exhibit A, (hereinafter, "Exhibit"). One provision of the Exhibit between, COUNTY and UPRC was the installation of flashing light signals and gates with constant warning circuitry at County Road 431, west of Lexington, Dawson County, at DOT No. 816906N, Union Pacific Milepost 266.77 under State Project No. RXX-24(46). The estimated cost of the work covered under the Exhibit, was approximately, \$551,435.00; and active warning devices will be funded ninety percent (90%) Federal Safety funds, five percent (5%) COUNTY funds, and five percent (5%) UPRC funds.

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

1. Cooperative Agreement: Pursuant to Neb. Rev. Stat. §§ 13-801-827, COUNTY and RTSD 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 funding of active warning devices, to include flashing lights and gate(s), within a one mile radius of the at-grade

intersection of County Road 431 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 this 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 and facilities in a manner and pursuant to forms of governmental organization that will accord best with economic and other needs of the public as served by COUNTY and RTSD; and more specifically, to facilitate funding of the active warning devices to include flashing light signals and gates, at County Road 431.

3. Organization: The Dawson County Clerk is hereby designated as the Administrator of this Agreement with the responsibility of carrying out the terms of this Agreement. The Administrator shall report regularly to the governing bodies, COUNTY and RTSD, to keep all parties advised of joint and cooperative activity. This Agreement does not create any separate legal or administrative entity.

4. Duration: The duration of this Agreement shall be until the completion of all obligations hereunder, in any event, not to exceed ten (10) years from the date of the execution of this Agreement.

5. Manner of Acquiring and Holding Property: Any real or personal property owned by any of the parties to this Agreement shall remain the separate property of the parties. Any property acquired for the purpose of this Agreement shall be allocated subject to Section six (6) of this Agreement.

6. Funding of Active Warning Devices, Flashing Lights and Gates:

- a) The parties, COUNTY and RTSD, agree that pursuant to Exhibit, COUNTY will pay for the work covered in the Exhibit, and in accordance with Exhibit, five percent of the cost. Therefore, COUNTY upon being billed will pay UPRC what it is owed under Exhibit.
- b) The parties, COUNTY and RTSD, further agree that RTSD will reimburse COUNTY, in full, the funds COUNTY pays to UPRC, or its assignees, to pay for the work covered under Exhibit, five percent of the cost. Therefore, RTSD, upon being presented with a bill from UPRC for work that is covered under the Agreement, and proof of payment by COUNTY shall reimburse COUNTY within 30 days.

c) Exhibit, entered between COUNTY and UPRC, remains in full force and effect.

7. Amendment of Agreement: This Agreement may be amended upon approving resolutions adopted by both governing bodies, COUNTY and RTSD.

Executed and delivered this _____ day of September, 2017.

COUNTY OF DAWSON, NEBRASKA,

Board Chairman

WITNESS:

Dawson County Clerk

DAWSON COUNTY RAILROAD
TRANSPORTATION AND SAFETY DISTRICT,

WITNESS:
