

# **NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT**

## **PURPOSE**

**The NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT is hereby established to ensure that Cities of the First Class in the State of Nebraska maximize federal funding opportunities for transportation projects at the local level.**

## **PARTIES**

This Agreement (“Agreement”) is entered into by, Lexington, that by the signatures on duplicate original copies of this Agreement has consented to the terms of this Agreement. Any City that has signed this Agreement and submitted a copy to the League of Nebraska Municipalities located at 1335 L Street, Lincoln, NE, is a party to this Agreement. Eligible participants shall be limited to any City of the First Class in the State of Nebraska that is eligible for federal surface transportation funding in the L200 funding category, or a substantially similar category that may go by a different title. Cities of the First Class located in a Transportation Management Area are not eligible for L200 funding at this time.

## **EXCECUTION OF AGREEMENT PURPOSES**

- Participants in this Agreement shall annually, or more often as needed, prepare a list of transportation projects eligible for L200 federal funding. This list shall then be presented to the Department of Roads for their consideration.
- The list shall include prioritization of projects to guarantee that projects are available in the proper funding years so that available L200 funds can utilized to the maximum extent possible in Cities eligible for L200 funding.
- To the maximum extent possible, the prioritization of projects shall reflect a pro-rata distribution of funding over a period of multiple years. However, in no event shall the consideration of pro-rata funding take precedence over ensuring that projects are available in the proper funding year so that available L200 funds can utilized to the maximum extent possible in Cities eligible for L200 funding.
- Upon execution of this Agreement by 15 Cities of the First Class eligible for

Federal Funding in the L200 category, those Cities shall hold a meeting to determine procedures to carry out the purposes outlined in this agreement.

- Such procedures shall include a method of determining who shall serve as the City's representative to the Interlocal Agreement.
- Such procedures can include the election of an executive committee that includes persons with expertise in determining when projects can be processed through the Department of Roads system.

The Representatives of this Agreement shall meet at least 4 times annually with the Department of Roads staff to discuss issues associated with the preparation of the priority list. One of those meetings shall be in association with the League of Nebraska Municipalities Utilities Section Annual Conference and shall include training on issues associated with L200 Funding.

#### EXPENSES

All participants to this Agreement shall be responsible for their own expenses related to the execution of this Agreement.

#### GOVERNANCE AND VOTING

The NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT shall be governed by a Board of one representative from each participating City. On an annual basis, each participating City shall be responsible for communicating to the League of Nebraska Municipalities the name of its Representative. The representative from each City shall be entitled to one vote on matters before the Board. The Board shall adopt procedures for alternate representatives.

#### FUNDING AND PROPERTY OWNERSHIP

The NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT shall not collect dues, taxes or any type of revenue from the participating Cities. The NEBRASKA CITY OF THE FIRST CLASS FEDERAL HIGHWAY TRANSPORTATION FUNDING AGREEMENT shall not own property.

## TERM AND DURATION

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the agreement. Termination of participation in this Agreement by a party shall not affect the continued operation of this Agreement between and among the remaining parties. This agreement shall remain effective until January 31, 2059.

## TERMINATION

Any Party may at any time by written resolution or notice given to the administrator to decline to participate in the provision of mutual aid. The party shall give written notice of termination of participation in this Agreement.

**NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating City listed here, as a Participating City duly executes this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

\_\_\_\_\_

Name of City

\_\_\_\_\_

Mayor