

## INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2009, by and between the County of Lancaster, Nebraska, on behalf of the Office of the Public Defender for Lancaster County, hereinafter called "County," and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City," for the purpose of providing legal representation to indigent defendants that have been charged by the City Attorney's Office with offenses arising under the Lincoln Municipal Code, and have been appointed legal counsel by the Lancaster County Court.

WHEREAS, the Interlocal Cooperation Act, *Neb. Rev. Stat.* §§ 13-801 et seq. (Reissue 2007), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the County maintains and funds the Office of the Public Defender for Lancaster County as required by *Neb. Rev. Stat.* §23-3401, et.seq. for the purpose of providing indigent persons accused of criminal offenses with court appointed legal counsel; and

WHEREAS, the Lancaster County Court from time to time is required to appoint legal counsel for indigent persons charged by the City Attorney's Office with criminal offenses arising under the Lincoln Municipal Code; and

WHEREAS, the County and the City agree that it is mutually beneficial to cooperate in providing legal representation to indigent defendants that have been charged by the City Attorney's Office with offenses arising under the Lincoln Municipal Code, and have been appointed legal counsel by the Lancaster County Court; and

WHEREAS, the City is agreeable to contribute funding for the Office of the Public Defender for Lancaster County in return for representation of indigent persons that have been charged by the City Attorney's Office with offenses arising under the Lincoln Municipal Code, and have been appointed legal counsel by the Lancaster County Court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the City and County agree as follows:

**1. Representation by Lancaster County Public Defender.** The Office of the Public Defender for Lancaster County shall provide legal representation to indigent defendants that have been charged by the City Attorney's Office with offenses arising under the Lincoln Municipal Code, and have been appointed legal counsel by the Lancaster County Court, except in such instances where such representation would be a violation of the Rules of Professional Conduct for attorneys.

**2. Consideration.** For consideration of the legal representation services provided in paragraph 1 above, the City agrees to pay the County \$186,550 on or before September 15, 2009. For each year thereafter the Lancaster County Public Defender will transmit to the Finance

Director of the City the amount requested to be paid by the City not later than June 1 of each year for review. Upon approval by the City of the amount to be paid, payment shall be made to the Lancaster County Treasurer on or before September 15 of each year.

**3. Term.** This Agreement shall be in full force and effect from July 1, 2009, until June 30, 2010, and the Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement by giving the other party not less than thirty (30) days written notice of intention to termination prior to the ending of the County's fiscal year, which occurs on July 1st of each year.

**4. Status of Employees.** It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the City. The City and County shall be responsible to their respective employees for all salaries and benefits. Neither the City's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to its employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. The City and the County shall be responsible for maintaining Worker's Compensation Insurance and Unemployment Insurance for its employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation.

**5. Hold Harmless.** Each party agrees to indemnify 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 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 but not limited to any bodily injury, civil rights liability, sickness, disease, competency of counsel, wrongful conviction or damage to or destruction of tangible property, including the loss of use resulting therefrom. 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. Severability.** If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**7. Equal Employment Opportunity.** Each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

9. **Prior Agreements Superseded.** The parties mutually agree that this Agreement supersedes the prior existing agreement entered into between the City and the County through passage of City Resolution No. A-66878, adopted May 27, 1980, and approved by the Lancaster County Board of Commissioners on September 8, 1981, and any other written agreement relating thereto.

10. The validity, construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2009, by the City of Lincoln.

ATTEST:

CITY OF LINCOLN

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor of Lincoln

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Chief City Prosecutor

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2009, by Lancaster County.

BY THE BOARD OF COUNTY  
COMMISSIONERS LANCASTER  
COUNTY, NEBRASKA

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APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Deputy County Attorney  
For GARY E. LACEY  
Lancaster County Attorney