ATTACHMENT "A"

INTERLOCAL AGREEMENT BETWEEN CITY OF LINCOLN AND LANCASTER COUNTY on behalf of LANCASTER COUNTY CORRECTIONS COMMUNITY SERVICE PROGRAM

I. INTRODUCTION.

This Agreement is between the CITY of Lincoln, Nebraska (CITY), on behalf of the Lincoln-Lancaster County Health Department, and Lancaster County (COUNTY), on behalf of the Lancaster County Corrections Community Service Program, Attn: Don Murray, with a place of business at 4420 NW 41st St, Lincoln, NE 68524 and a phone number of 441-7134.

The parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, *Neb. Rev. Stat.* §13-801, et. seq., as amended, to enter into cooperative agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party shall remain separate entities with separate rights and authorities. Each party retains its own administrator and no separate board shall be created to fulfill the obligations of the Agreement.

II. SERVICES.

The COUNTY and CITY enter this Agreement for the COUNTY to:

1. Conduct roadside litter pickup along county roads by inmates;
2. Provide supervision of the inmates providing the pickup;
3. Report specific roadside areas cleaned;
4. Report in manner determined by the CITY;
5. Request payment through an electronic transfer of funds.

The COUNTY and CITY enter into this Agreement for the CITY to:

1. Provide direction to the COUNTY regarding specific reports necessary for reimbursement;
2. Promptly pay for services upon receipt of approved report and a request for payment.

III. TERM.

The term of this Agreement shall be from April 15, 2012 and shall continue until completion of all the obligations of this Agreement, but in no event longer than November 30, 2012. Upon expiration of the term prior to completion, CITY shall pay the COUNTY for any services completed up to the date of expiration. Any reports must be received by December 15, 2012.

IV. COMPENSATION.

CITY shall pay the COUNTY based on $50/mile of roadside litter pickup along county roads, not to exceed $5,000, for the performance of the services for April 15, 2012 through November 30, 2012. To the extent that grant funds become available from the Litter Reduction and Recycling Fund 2012 Cleanup Grant (grant #2012407), the Parties may mutually agree in writing to allow the COUNTY to conduct further roadside litter pickup at the same rate stated above, but in no event shall the COUNTY be reimbursed more than an additional $1,500. CITY shall make payments upon completion of the services that are satisfactorily documented to the CITY in the final billing. Any reports must be received by December 15, 2012.

V. TERMINATION FOR BREACH.

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice. Upon termination, the CITY shall pay COUNTY for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VI. TERMINATION FOR CONVENIENCE.

Either Party has the right to terminate this Agreement for any reason and at any time for their own convenience by providing the other party with thirty (30) days written notice of the termination. Upon termination, the CITY shall pay COUNTY for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VII. TERMINATION FOR LACK OF FUNDING.

The CITY may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of CITY. In the event of unavailability of funds to pay any amounts due under this Agreement, CITY shall immediately notify the COUNTY and this Agreement shall terminate without penalty or expense to CITY. Upon termination, the CITY shall pay COUNTY for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VIII. DUTIES GENERALLY.

The COUNTY agrees as follows:

A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
D. To conduct all activities related to the services in a lawful manner.
E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

IX. INDEPENDENT CONTRACTOR.

CITY is interested only in the results produced by this Agreement. The COUNTY has sole and exclusive charge and control of the manner and means of performance. The COUNTY shall perform as an independent contractor and it is expressly understood that neither the COUNTY nor any of its staff are employees of CITY and, thus they are not entitled to any CITY benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave. The COUNTY shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, general liability insurance, and for payment of all federal, state, local and any other payroll taxes with respect the COUNTY or its employees' compensation.

X. INSURANCE

A. COUNTY shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting COUNTY and CITY, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by COUNTY and COUNTY's employees, or those directly or indirectly employed by COUNTY. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - $1,000,000 each Occurrence; $2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - $1,000,000 each Occurrence; $2,000,000 Aggregate; and
3. Personal Injury Damage - $1,000,000 each Occurrence; and
4. Contractual Liability - $1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - $1,000,000 each Occurrence; and
6. Medical Expenses (any one person) - $10,000;
7. Fire Damage (any one fire) - $100,000.

B. The following shall be provided and attached to this Agreement by COUNTY:

1. A Certificate of Insurance for its General Liability Insurance. CITY shall be specifically named as an additional insured on the General Liability Insurance.
2. Proof of Workers' Compensation Insurance, where appropriate.

C. COUNTY is required to provide CITY with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

XI. INDEMNIFICATION.

Each party agrees to indemnify and hold harmless, to the fullest extend 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 any bodily injury, civil rights liability, sickness, disease, 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.

XII. AUDIT PROVISION.

The COUNTY shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

XIII. FAIR EMPLOYMENT.

The COUNTY shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat.* § 48-1122, as amended.

XIV. FAIR LABOR STANDARDS.

The COUNTY shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XV. NEBRASKA LAW.

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XVI. INTEGRATION, AMENDMENTS, ASSIGNMENT.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

XVII. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XVIII. ELIGIBILITY TO WORK

COUNTY and their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb.Rev.Stat. §4-108 to §4-114 as amended.

XIX. CAPACITY.

The undersigned person representing the COUNTY does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the COUNTY to this Agreement.

IN WITNESS WHEREOF, the COUNTY and CITY do hereby execute this Agreement.

_____

Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

BY THE BOARD OF COUNTY

COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

_____

_____

_____

_____

_____

Approved as to form this _____ day of _____, 2010.

_____
Deputy County Attorney
for
Lancaster County Attorney

_____
Date of Execution/Filed with City Clerk