

THIS AGREEMENT is hereby entered into between CITY OF LINCOLN (CITY) and LANCASTER COUNTY, NEBRASKA (COUNTY), on behalf of the Lancaster County Engineering Department, for the purpose of allowing the CITY to utilize certain snow removal equipment which is owned and operated by the COUNTY.

WITNESSETH THAT:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. (Reissue 1987) provides that a municipality and a county may enter into an agreement for the joint exercise of powers held by both political entities; and

WHEREAS, Neb. Rev. Stat. §39-2101 et seq. (Reissue 1988) sets forth the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of highways; and

WHEREAS, the COUNTY and the CITY wish to enter into an agreement allowing the CITY to utilize certain snow removal equipment owned by the COUNTY for the purpose of providing additional snow removal services which are necessitated by certain storms.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is hereby agreed:

1) Notification - Whenever the CITY shall require the use of additional snow removal equipment because of the severity of certain snow storms, the CITY shall notify the Lancaster County Engineering Department of its need for the use of COUNTY snow removal equipment, which shall be provided to the CITY by the COUNTY in accordance with the terms of this Agreement.

2) Equipment - The use of COUNTY equipment under this Agreement shall be limited to the following:

Front End Loaders and Motor Graders.

3) Cost - The COUNTY shall perform the requested snow removal work with the specified equipment, including County employees to operate the equipment, at the following rates:

(A) Motor Graders - \$60.00 per hour;

(B) Front End Loader

920 size machine - \$50.00 per hour

950 size machine - \$65.00 per hour.

All rates will be increased by \$5.00 per hour if any County employee is required to work at an overtime rate.

The COUNTY will bill the CITY on a monthly basis for any hours of operation performed under the terms of this Agreement.

4. Availability of Equipment - It is expressly understood by the parties that any County snow removal equipment to be used under this Agreement will not be available for CITY use unless and until all County roads have been cleared and County snow removal operations for a particular storm have ceased. The Lancaster County Engineer's Department shall determine when County snow removal equipment is available for use under the terms of this Agreement.

5. Duration - This Agreement shall become effective upon its execution by both the COUNTY and the CITY, and shall continue in full force and effect until the Agreement is terminated by either party upon thirty (30) days written notice of intent to terminate this Agreement. (City Resolution No. A-74107, adopted April 8, 1991).