

INTERLOCAL COOPERATION AGREEMENT
FOR THE
NEBRASKA USED OIL COLLECTION AND REUSE PROGRAM

THIS AGREEMENT is made and entered into on this _____ day of _____, 2001, by and between the following public agencies:

Gage County
City of Hastings
Johnson County
City of Lincoln
Nemaha County
Otoe County
Pawnee County
Richardson County
Saline County
Saunders County

Hereinafter referred to as "Participants."

WHEREAS, Neb. Rev. Stat. Section 13-802 (1997) permits local governmental units to make the most efficient use of their taxing authority and other powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Lincoln and Lancaster County support the Nebraska Used Oil Collection and Reuse Program; and

WHEREAS, the City of Lincoln has agreed to participate in the Nebraska Used Oil Collection and Reuse Program by recruiting and entering agreements with Otte Oil and Propane Company of Davey, Nebraska and the Village of Bennet Nebraska to host and staff used oil collection sites.

WHEREAS, grant programs are available to promote the collection of used oil for reuse/recycling purposes.

WHEREAS, the term "matching cash funds" shall be defined as management services and administrative services, provided by each participant to its employee(s) working in direct support of the used oil program.

NOW THEREFORE, in consideration of the mutual covenants herein, the Participants agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to participate in The Nebraska Used Oil Collection and Reuse Program. No separate entity will be created by this agreement; and the duties and responsibilities of the Participants shall be defined in this Agreement.

2. Undertaking. The Participants agree that Gage County will act as the lead agency in receiving the Waste Reduction and Recycling Incentive Grant Fund award from the Nebraska Department of Environmental Quality and for overall program management. The Chairperson of the Gage County Board of Supervisors is authorized and directed to sign all documents necessary to effectuate the acceptance of the grant.
3. Other Responsibilities of Gage County. Gage County will be paid \$1,000.00 for performing the aforementioned services. Gage County shall provide copies of all documents needed by Five Rivers Resource Conservation and Development (RC&D), a Nebraska nonprofit corporation, to retain their services to provide administrative support relative to grant reporting and record keeping. The agreement shall require Five Rivers RC&D to submit all reports and to take all actions required by Title 199.002 and Title 199.005 of Chapter 8 of the State of Nebraska Department of Environmental Quality Rules and Regulations. Five Rivers RC&D will be paid \$1,500 for performing these services. Gage County further agrees to coordinate the activities under this grant program with Keep Nebraska Beautiful, a Nebraska nonprofit corporation. Keep Nebraska Beautiful is the program facilitator for the Nebraska Used Oil Collection and Reuse Program and will be the liaison point of contact within the Nebraska Used Oil Program's Leadership and Management Team.
4. Duration. This agreement shall commence upon execution by the City of Lincoln and shall terminate on September 30, 2001.
5. Manner of Finance. This project is being partially funded by a grant from the Nebraska Department of Environmental Quality's Waste Reduction and Recycling Incentive Fund.
6. Use of Equipment Purchased with Grant Funds. The Participants agree that the fixed storage tanks and mobile used oil collection trailers, security fencing, accessory hardware items, testing and safety equipment will be purchased with grant funding under this agreement for placement at respective Participant's collection sites. Such equipment shall be owned by the respective Participant within whose boundaries the equipment is placed for use and shall be used only for the purposes approved by the Nebraska Department of Environmental Quality (NDEQ) during its expected service life as determined by NDEQ. After the conclusion of the designated award period, it shall be the responsibility of the owner of NDEQ funded equipment to maintain a listing of the respective equipment purchased with NDEQ funds and respond to NDEQ requests for progress reports or annual updates on the status of the equipment during its expected service life. It is understood by the Participants to this agreement that NDEQ shall maintain first lien status on all equipment purchased, in whole or in part, with grant funds, unless otherwise approved by the Director of NDEQ. Each Participant shall be responsible for all necessary and reasonable maintenance of NDEQ funded equipment that is owned by the respective Participant and may be held liable to NDEQ for any loss, damage, neglect or unreasonable deterioration of the equipment throughout the lien period. NDEQ shall approve the disposition of equipment purchased in whole or part, with grant funds by any Participant throughout the equipment lien period. Funds realized from the approved sale of equipment purchased with grant funds shall revert to the appropriate NDEQ fund in an amount congruent with the grant-funded percentage of the equipment's original cost. Any NDEQ funded equipment which is no longer being used for the approved purposes and intent for which it was obtained, may be redistributed by NDEQ to another eligible applicant.
7. Other Necessary and Proper Matters.
 - a. Participants agree to allow Nebraska Used Oil Leadership and Management Team to recommend a standardized and uniform equipment design to facilitate ease of implementation of program statewide.

- b. Participants agree to participate in training programs developed by Nebraska Used Oil Collection and Reuse Program Leadership and Management Team.
- c. Participants agree to participate in a standardized promotional program to be developed and implemented by Keep Nebraska Beautiful.
- d. Participants agree to display a sign provided by the Nebraska Department of Environmental Quality indicating that grants funds were provided by the Department.

8. Manner of Taxing Authority and Funding Decisions will remain matters of local control of each Participant.

GAGE COUNTY, NEBRASKA

Board of Supervisors, Chairperson

CITY OF LINCOLN, NEBRASKA,
A MUNICIPAL CORPORATION

Mayor, City of Lincoln

ATTEST:

City Clerk