

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Lincoln, Nebraska,, hereinafter referred to as “the City,” and the County of Lancaster, Nebraska, hereinafter referred to as “the County.”

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with each other on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the City desires to provide a City of Lincoln Liaison to the Hispanic/Latino Community (“Liaison”) in the City of Lincoln for the delivery of human services; and

WHEREAS, the County and the City cooperate in employing a human services administrator to give the County and the City advice and counsel in providing more effective delivery of human services to the citizens of Lancaster County and the City of Lincoln; and

WHEREAS, an agreement between the County and the City dated June 30, 1975, provides that the County and the City may approve and fund such consultant or subcontracted services as also may be necessary to assist in accomplishing the duties and responsibilities of the human services administrator; and

WHEREAS, the County and the City agree that it is mutually beneficial that the City provide a Liaison for the delivery of human services; and

WHEREAS, the City has agreed to pay the County for monitoring the services provided by the Liaison and for providing office space, use of office equipment and miscellaneous office supplies to the Liaison; and

WHEREAS, the County and the City wish to clarify their respective obligations and responsibilities regarding the Liaison.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. Term: The term of this Agreement shall begin January 1, 2010, and end December 31, 2010. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon termination, the County shall reimburse the City for any remaining funds not expended over and above approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

2. Purpose: The purpose of this Agreement is to clarify the parties’ respective obligations and responsibilities regarding the Liaison.

3. County Duties: The County will have the following duties and responsibilities:

- A. To monitor the services provided by the Liaison. The services of the Liaison shall be monitored by the Lincoln-Lancaster County Administrator of Human Services (“Project Monitor”). The Liaison shall provide a monthly report including financial, operations, and program information to the Project Monitor in a format approved by the Project Monitor. The Project Monitor shall submit quarterly reports to the Mayor of the City of Lincoln, containing her review of the services provided by the Liaison. The Project Monitor shall also report noncompliance to the Mayor of the City of Lincoln. In the event of the Liaison’s failure to perform the services in accordance with the Liaison’s contract, job description, and/or Exhibit A, the City may take action to terminate the Liaison.
- B. To provide the Liaison with office space in the Lancaster County Human Services office and use of miscellaneous office supplies, printing, postage, and other office equipment.

4. City Duties: The City will have the following duties and responsibilities:

- A. To pay the County Eight Thousand One Hundred Dollars (\$8,100.00) for the services provided by the County. The City shall pay the County, within thirty (30) days of being billed by the County.
- B. To contract for a Liaison, who shall have the qualifications and perform the functions and liaison services in accordance with Exhibits A and B, attached hereto and incorporated herein by this reference. It is understood and agreed by the parties that the City shall contract with an independent contractor to fill the position of the Liaison and that Liaison services shall not be provided by Lancaster County employees. The parties agree that the Liaison shall not be an employee of the County or the City and such contractor shall not be entitled to any salary or wages from the County or the City, or to any benefits provided to County or City employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave.
- C. To require the Liaison to provide such financial, operational, and program service reports to the Project Monitor as outlined above.

5. Independent Contractor: 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.

6. Integration, Amendment, Assignments: Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this Agreement. 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.

7. 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 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.

8. Subcontractors: The City shall require any contractors or subcontractors, providing Liaison services to indemnify and hold both the County and the City harmless to the same extent and as provided in the Hold Harmless paragraph of this Agreement.

9. Administration: The terms and conditions of this Agreement shall be administered by the Director of the Lancaster County Human Services Department in cooperation with the Mayor's Office of the City of Lincoln. This Agreement does not create any separate legal or administrative entity or board to fulfill the obligations of the Agreement.

10. Severability: 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.

11. 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.

12. Employee Verification: In accordance with Neb. Rev. Stat. §4-108 through §4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

13. Required Language: The City shall require any contractors or subcontractors, providing Liaison services to be independent contractors and to be responsible for: providing all salary and benefits of its subcontractors or employees; maintaining any workers' compensation insurance, unemployment insurance, applicable malpractice insurance; and paying any payroll taxes of subcontractors or employees to the same extent and as provided in the Independent Contractor paragraph of this Agreement. Such language should be included in any contract with the Liaison.

14. Contractor Insurance: The City shall require any independent contractor providing Liaison services, to agree to the insurance clause to be used for all City contracts, as provided in Exhibit B attached hereto and incorporated by this reference. The Contractor shall not commence work under this Agreement until it has obtained all insurance required pursuant to Exhibit B and has provided the City and the County with a Certificate of Insurance showing the specific limits of insurance required by Exhibit B and showing the City of Lincoln and Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide the City of Lincoln and Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

15. 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.

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

BY THE BOARD OF COUNTY  
COMMISSIONERS LANCASTER  
COUNTY, NEBRASKA

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

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

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

CITY OF LINCOLN

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

APPROVED AS TO FORM:  
This \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Attorney