

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the CITY OF LINCOLN, NEBRASKA, hereinafter referred to "City," and the PUBLIC BUILDING COMMISSION of Lincoln and Lancaster County, Nebraska, hereinafter referred to as "PBC," for the purpose of installing a solar renewable energy rooftop array on the Lincoln Police Department Center Team headquarters building owned by the City and managed by the PBC at 1501 N. 27th Street, Lincoln, Nebraska.

WHEREAS, the parties hereto are governmental and political subdivisions of the State of Nebraska, and are public agencies for purposes of Neb. Rev. Stat. _ 13-801 et seq. (Reissue 2007); and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq., provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the City, through the Mayor's Office, coordinates the use of federal Energy Efficiency and Conservation Block Grant (EECBG) funds received by the City to engage in energy efficiency and renewable energy projects throughout the City; and,

WHEREAS, the City has reserved funds from this grant to install on a public building renewable energy systems that promote and boost the use of renewable energy in the community; and,

WHEREAS, the City desires to install for this purpose and through these funds a photovoltaic solar system on the roof of the Lincoln Police Department's Center Team headquarters building located at 1501 N. 27th Street, Lincoln, Nebraska; and,

WHEREAS, the City owns but the PBC maintains and operates the Lincoln Police Department's Center Team headquarters building located at 1501 N. 27th Street through an agreement between the City and the PBC; and,

WHEREAS, the City desires the PBC to install a fully operational photovoltaic energy system with a capacity of up to 10kWh on the south facing roof of the Center Team headquarters building as a demonstration project aimed to help the City's public commitment to promoting

renewable energy and to save energy; and,

WHEREAS, the PBC has the desire to partner with the City to plan, install, coordinate, and monitor the use of this demonstration project; and,

WHEREAS, it would be in the best interest of the City and the PBC to cooperate in the installation of this photovoltaic system on the City's building at 1501 N. 27th Street.

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

I. **Term**. The term of the agreement is June 30, 2011, through July 1, 2012. This Agreement may only be modified by mutual agreement of the parties hereto.

II. **Consideration**. The City shall pay the PBC an amount not to exceed Sixty-One Thousand Dollars (\$61,000) for the purchase and installation of the above described photovoltaic energy system of up to 10kWh capacity with associated monitoring technology. Such payment shall be made as reimbursement of expenses incurred by the PBC to effect this agreement.

III. **Duties and Responsibilities of the City**. The City shall provide design and other technical specifications, purchasing and bid design, administrative assistance, and all information necessary to accomplish this interlocal agreement.

IV. **Duties and Responsibilities of the PBC**. The PBC shall supervise the bid and contracting to install the photovoltaic system subject to this agreement, and shall collaborate with the City on all decisions related to the size and manner of installation necessary to accomplish this interlocal agreement.

V. **Indemnification**. Each party agrees to save 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 property, including any resulting loss of use. 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.

VI. **Independent Contractors.** 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 PBC and employees of the PBC shall not be deemed to be employees of the City. The City and the PBC will be responsible to their respective employees for all salaries and benefits. Neither the City's employees nor the PBC's employees will be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. The City and the PBC will 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.

VII. **Assignment.** Neither the City nor the PBC will assign its duties and responsibilities under this Agreement without the express written permission of the other party to this Agreement.

VIII. **Severability.** If any portion of this Agreement is held invalid, the remainder hereof will not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IX. **Non-Discrimination.** The City 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.

X. **Termination.** This Agreement may be terminated at any time and for any reason by either party giving thirty (30) days written notice.

XI. **Employee Verification.** In accordance with Neb. Rev. Stat. §4-108 through §4-114, the City 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. The City 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. The City shall require any subcontractor to comply with the provisions of this section.

XII. **Governing 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.

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

Executed by the City this ____ day of _____, 2011.

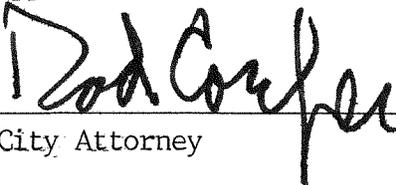
ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved as to Form



City Attorney

Executed by the Public Building Commission this ____ day of _____, 2011.

BY THE BOARD OF THE PUBLIC BUILDING COMMISSION OF LINCOLN AND
LANCASTER COUNTY, NEBRASKA

Approved as to Form this
____ day of _____,
2011.
