

ATTACHMENT "A"

**INTERLOCAL AGREEMENT
BETWEEN THE NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
THE CITY OF LINCOLN and LANCASTER COUNTY, NEBRASKA**

Pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. Sections 13-801 to 13-827 and the Joint Public Agency Act, Neb. Rev. Stat. Sections 13-2501 to 13-2550, this Interlocal Agreement ("Agreement") is entered into the ____ day of _____, 2013 by and between THE NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES and THE CITY OF LINCOLN and LANCASTER COUNTY, NEBRASKA for the purpose of providing and procuring printing services and subsequent mailing services if necessary.

I. PURPOSE AND SCOPE

The Nebraska Department of Administrative Services agrees to provide competitive quotes for printing and mailing services to the City of Lincoln and Lancaster County. The City of Lincoln and Lancaster County agrees to procure printing and mailing services from the Nebraska Department of Administrative Services through the solicitation of quotes rather than using a pre-determined bid list.

II. TERM

This Agreement shall be in effect for a period of two (2) years.

III. COMPENSATION AND FUNDING

The Nebraska Department of Administrative Services understands and agrees that invoices for printing and mailing services under this Agreement shall be provided to the City of Lincoln and Lancaster County upon satisfactory completion of the aforementioned service(s). The City of Lincoln and Lancaster County understands and agrees that payment for services received under this Agreement shall be paid to the Nebraska Department of Administrative Services with forty-five (45) days from receipt of invoice.

IV. RELATIONSHIP

It is understood and agreed that nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Nebraska Department of Administrative Services and any employee or agent of the City of Lincoln and Lancaster County. The Agreement does not create a joint venture or business partnership under Nebraska law.

V. TERMINATION

Either party may terminate this Agreement without cause with thirty (30) days advance written notice. The Nebraska Department of Administrative Services may terminate this Agreement AT ANY TIME WITH WRITTEN NOTICE if the City of Lincoln and Lancaster County has defaulted in whole or in part or refuses or fails to comply with the provisions of this Agreement.

VI. LOCAL FUNDS

Any local funds expended will be from current revenues available to the paying party.

VII. AUTHORIZATION

Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Contract.

VIII. NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

City of Lincoln and Lancaster County
Attention: Vince Mejer
Purchasing Department
440 So. 8th Street
Lincoln, NE 68508

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

X. ENTIRE AGREEMENT

This Agreement represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XI. AMENDMENT

This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement.

XII. ASSIGNMENT

Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization.

XIII. SEVERABILITY

All parties agree that, should any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall continue in full force and effect.

XIV. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

The parties have executed this instrument hereto as follows:

Executed this _____ day of _____ of the year 2013.

THE NEBRASKA DEPARTMENT OF
ADMINISTRATIVE SERVICES

Craig R. Van Slyke
Authorized Signature

PRINTING SERVICES MANAGER

Title

THE CITY OF LINCOLN

Authorized Signature

Title

Lancaster County Board of Commissioners

Lancaster County Deputy Attorney

Date: _____