

**AGREEMENT BETWEEN
THE CITY OF LINCOLN, NEBRASKA,
on behalf of the Lincoln-Lancaster County Health Department, (“City”),
and the VILLAGE OF ROCA, NEBRASKA, having an address of PO Box 69, Roca, NE
68430, for the purpose of providing health regulation inspection and enforcement within
the corporate limits and zoning jurisdiction of the Village of Roca.**

WHEREAS, the Village of Roca is desirous of contracting with the City, through the Lincoln-Lancaster County Health Department, in the interest of:

- Protecting the public’s health and the environment from pollution;
- Providing minimum standards regulating design, construction, installation, maintenance, and operation of individual sewage disposal systems within Lancaster County; and
- Providing investigation of public health nuisance conditions as defined by the Village of Roca Ordinance:
- Reviewing transfers of properties that are served by individual domestic water wells or onsite wastewater treatment systems to assure they meet minimum standards regulating design, construction, installation, maintenance, and operation established in the Village of Roca ordinances as applicable; and
- Reviewing newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.

WHEREAS, the City is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such services shall be provided within the corporate limits and zoning jurisdiction of the Village of Roca;

WHEREAS, such agreements are authorized and provided for by the provisions of Neb. Rev. Stat. §13-901 et. seq. hereinafter referred to as the Interlocal Cooperation Act; and

WHEREAS, the parties to this agreement enter into this cooperative agreement for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. Each party agrees that it shall remain a distinct and separate entity with its own rights and authorities and that no separate board shall be created to fulfill the obligations of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. SERVICES

- i) The Village of Roca and the City enter into this Agreement for the Village of Roca to:
 - (1) Provide to the City any and all ordinances and regulations duly adopted by the Village of Roca related to individual sewage disposal systems, water supply systems, solid wastes, nuisances, air quality, open burning, and other health and safety hazards; and

- ii) To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- iii) To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- iv) To conduct all activities related to the services in a lawful manner.
- v) To provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

5. **INDEPENDENT ENTITIES** – City has sole and exclusive charge and control of the manner and means of performance of the tasks required of it by this Agreement. The City shall perform as an independent contractor, and it is expressly understood that neither the City nor any of its staff are employees of the Village of Roca and, thus they are not entitled to any Village of Roca benefits including, but not limited to, overtime, retirement benefits, workers’ compensation insurance, sick leave, or injury leave. The City shall be responsible for maintaining workers’ compensation insurance, unemployment insurance for its employees, and for all federal, state, local, and any other payroll taxes with respect to the City or its employees’ compensation.

6. **INSURANCE**

- i) The Village of Roca shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting the Village of Roca and the City of Lincoln, its officials, employees, and volunteers as insured, against claims for damages resulting from (1) all acts or omissions, (2) bodily injury, including wrongful death, (3) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations are by the Village of Roca and its employees, or those directly or indirectly employed by the Village of Roca. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
 - (1) All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 - (3) Personal Injury Damage - \$1,000,000 each Occurrence; and
 - (4) Contractual Liability - \$1,000,000 each Occurrence; and
 - (5) Products Liability and Complete Operations - \$1,000,000 each Occurrence; and
 - (6) Medical Expenses (any one person) - \$10,000.
- ii) The following shall be provided and attached to this Agreement by the Village of Roca:
 - (1) A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance Policy. The Village of Roca may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City of Lincoln shall be treated as an additional insured as if the Village of Roca possessed General Liability Insurance.
 - (2) Proof of Workers’ Compensation Insurance, where appropriate.
- iii) The Village of Roca is required to provide the City of Lincoln with thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance as required

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. 1324 a, 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. Village of Roca 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 Village of Roca shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

14. **SEVERABILITY & SAVINGS CLAUSE** – 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.
15. **CAPACITY** – The undersigned persons representing the Village of Roca and the City of Lincoln do hereby agree and represent that he or she is legally capable and authorized to sign this Agreement and to lawfully bind the Village of Roca or the City of Lincoln to this Agreement.

IN WITNESS WHEREOF, the Village of Roca and the City of Lincoln do hereby execute this Agreement.



Robert Green
Chairman of the Roca Board of Trustees
PO Box 69
Roca, NE 68430

Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

8-12-13

Date of Execution

Date of Execution

ORDINANCE NO. 2013-04

AN ORDINANCE OF THE VILLAGE OF ROCA, NEBRASKA, ADOPTING CERTAIN LANCASTER COUNTY RESOLUTIONS REGARDING WASTEWATER TREATMENT AND AIR POLLUTION; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF ROCA, NEBRASKA:

SECTION 1. Except as provided by specific amendment, the standards and regulations set forth in Lancaster County Resolution No. 2-30, Regulating On-Site Wastewater Treatment Systems, and as amended from time to time, is hereby adopted by reference and incorporated into the ordinances of the Village of Roca.

SECTION 2. Except as provided by specific amendment, the standards and regulations set forth in Lancaster County Resolution No. R-06-0005, Procedures for the Inspection of On-Site Water Supply Systems and Wastewater Treatment Systems Prior to the Sale, Transfer, or Conveyance of Property in Lancaster County, NE, and as amended from time to time, is hereby adopted by reference and incorporated into the ordinances of the Village of Roca.

SECTION 3. Except as provided by specific amendment, the standards and regulations set forth in Lancaster County Resolution No. 5069, Lancaster County Air Pollution Control Resolution of 1993, and as amended from time to time, is hereby adopted by reference and incorporated into the ordinances of the Village of Roca.

SECTION 4. All ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall go into force and effect from and after its passage, approval and publication as required by law.

Dated this 12th day of August, 2013.

VILLAGE OF ROCA, NEBRASKA

By Robert C Green
Chairman

ATTEST:

Kristi Janda
Village Clerk

