

**AGREEMENT BETWEEN THE CITY OF LINCOLN, NEBRASKA
AND THE VILLAGE OF ROCA, NEBRASKA
TO PROVIDE RECYCLING DROP-OFF SERVICES**

This agreement is made and entered into by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City" and the Village of Roca, hereinafter referred to as "Roca".

I.

The City of Lincoln and Village of Roca have entered an Interlocal Agreement (Resolution No. 75731, September 27, 1993) to provide solid waste management disposal services in accordance with the Integrated Solid Waste Management Act. The agreement further states that Roca hereby commits to comply with the regulations applicable to the City's solid waste disposal facilities found in Chapter 8.32 in the Lincoln Municipal Code and to take an active and cooperative role in working with the City to reduce waste sent to the landfill identified in Phase I and II of the Environmental Management Plan.

II.

The City is willing to provide its cooperation and assistance to Roca for the establishment of a recycling drop-off site.

III.

The Interlocal Cooperation Act (Neb. Rev. Stat. Section 13-801, et seq. (Reissue 1991)) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local governing units to provide services and facilities on a basis of mutual advantage; and Neb. Rev. Stat. Section 15-751 (Reissue 1991) and Article II, Section 5 of the Charter of the City of Lincoln further authorize contractual agreements promoting cooperation and the simultaneous service of officers or employees to both the City and other governmental subdivisions. This agreement is not intended to create a joint separate entity.

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

1. Recycling Site Location Provided. Roca shall provide the recycling drop off site location within the corporate limits of Roca. Roca shall monitor the site, keep it free of litter and notify the City of any operational problems.
2. Administrator. The City shall provide all of the necessary equipment personnel and administrative services necessary for the operation of the recycling drop-off site.
3. Site Improvements and Maintenance. Roca shall provide a concrete pad approximately 30 feet by 60 feet and up to 120 lineal feet of screening around the site. If needed, Roca shall also provide a light pole and lighting at the facility. Roca shall construct and maintain a crushed rock approach area in front of the recycling drop-off site. A sketch of location and layout of the recycling site is shown in Attachment A. Roca shall

make arrangements to remove snow from the drop-off site only on those days when Roca normally removes snow.

4. Indemnification. Roca agrees to indemnify, save and hold City, its officers, agents and employees harmless from all damages and claims of damages to person or property, including damages or claims of damages to or on the drop-off site or facility, including but not limited to attorney's fees, as a result of the establishment or use of the drop-off site or facility or the drop-off collection contract including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Roca, or anyone for whose acts any of them may be liable. Roca will further indemnify, save and hold City harmless against all loss by reason of the failure of the City's Contractors, in any respect, to fully perform all obligations of this agreement and/or the drop-off collection contract. This section will not require Roca to indemnify or hold harmless City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of City. City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

5. Term. This Agreement shall become effective on the date of its signing and shall continue in full force and effect until otherwise terminated by either party in accordance with the provisions of this Agreement. Either has the right to terminate this Agreement for any reason for its own convenience with thirty (30) days written notice of the termination.

6. Amendments. This Agreement may be amended by written agreement approved by both parties. This Agreement shall be subject to the laws of the State of Nebraska and ordinances of the City. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules and interpretation of contracts generally. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this 14th day of March 2016.

ATTEST:

City Clerk

ATTEST:

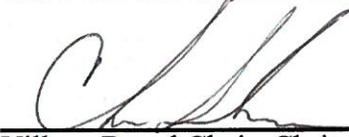


Village Clerk

CITY OF LINCOLN, NEBRASKA:

Mayor, Chris Beutler

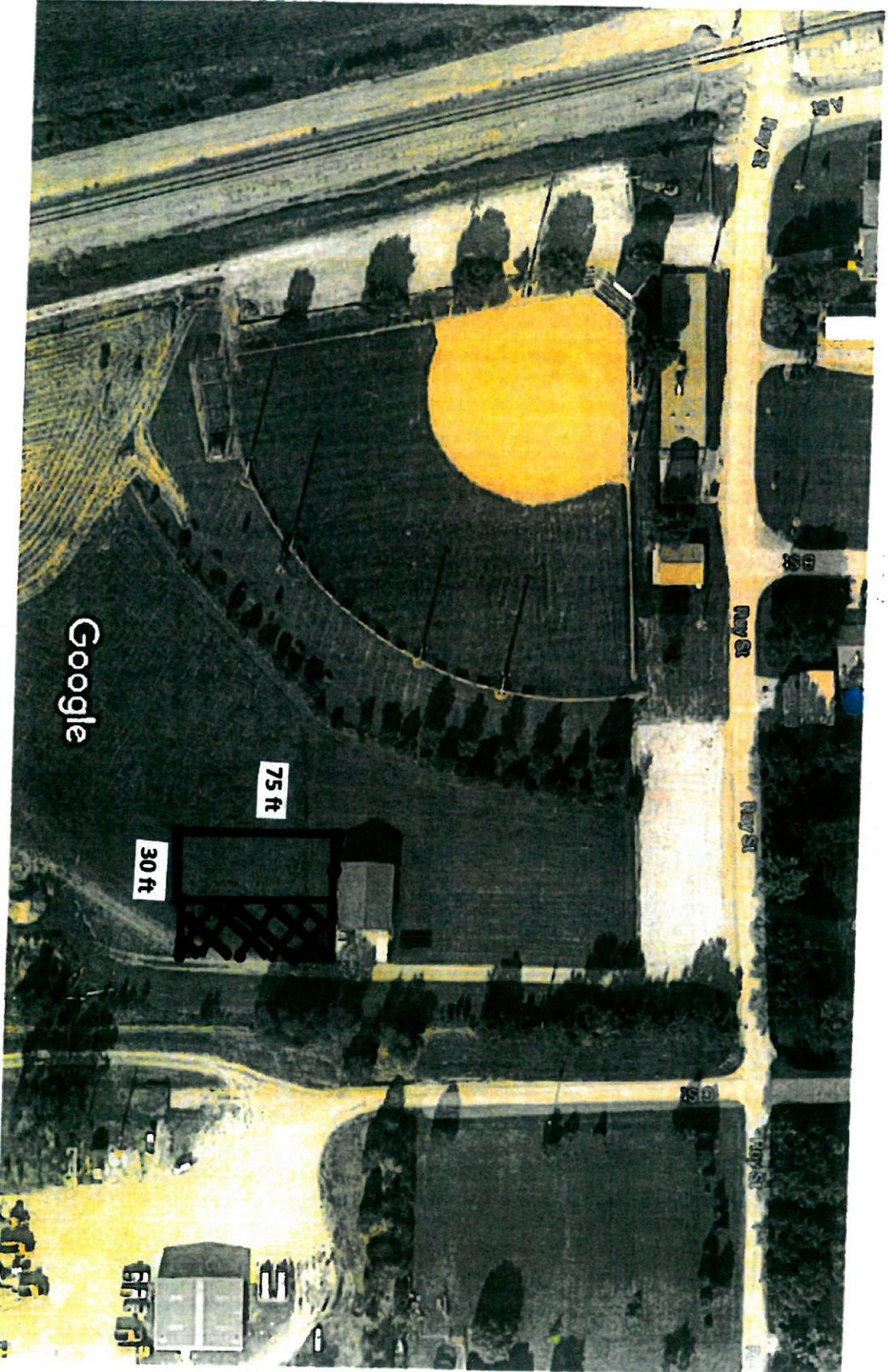
CITY OF ROCA, NEBRASKA:



Village Board Chair, Chris Ibsen

Attachment A

Village of Roca Recycling Site



 Concrete

 Crushed Rock