

INTERLOCAL AGREEMENT between THE CITY OF LINCOLN, NEBRASKA, on behalf of the Lincoln-Lancaster County Health Department, (“Lincoln” or “LLCHD” whether one or more), and the CITY OF CRETE NEBRASKA, (“Crete”), having an address of 243 E 13th St, Crete, NE 68333, herein collectively referred to as “Parties,” for the purpose of providing health regulation inspection and enforcement within Crete’s portion of extra-territorial jurisdiction within Lancaster County, Nebraska.

WHEREAS, The City of Crete is desirous of contracting with the City of Lincoln on behalf of 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 Crete Ordinances;
- 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 Crete 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, LLCHD is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such services shall be provided within the portion of Crete’s extra-territorial jurisdiction within Lancaster County, Nebraska; and

WHEREAS, such Interlocal Agreements are authorized and provided for by the provisions of Neb. Rev. Stat. §13-801 et. seq., hereinafter referred to as the Interlocal Cooperation Act; and

WHEREAS, the Parties to this Interlocal Agreement enter into this cooperative Interlocal 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 Interlocal Agreement.

NOW, THEREFORE, it is agreed as follows:

1. SERVICES

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

- (2) Act as the party primarily responsible for enforcement of Crete’s ordinances, rules, and regulations related to the health and safety of the public.
- ii) The Parties enter into this Interlocal Agreement for Lincoln to:
 - (1) Investigate complaints presented by the Crete Clerk related to public health nuisance conditions, and other health and safety hazards;
 - (2) Generate necessary reports related to the findings of investigations conducted pursuant to this Interlocal Agreement and provide such reports to the Crete Clerk upon completion of each investigation;
 - (3) Cooperate with Crete authorities and legal counsel in any enforcement actions brought by Crete involving any investigation conducted by LLCHD according to the terms of this Interlocal Agreement;
 - (4) Appear as requested as a witness regarding the findings of investigations conducted according to the terms of this Interlocal Agreement.
 - (5) Review and permit all newly built or repaired on-site wastewater treatment systems within the portion of Crete’s extra-territorial jurisdiction within Lancaster County, Nebraska, assuring they meet minimum standards for design, construction, installation, maintenance, and operation as adopted by Ordinance.
 - (6) Review 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 as adopted by Ordinance.
 - (7) Review newly proposed subdivisions that will not be served by public water supply or community wastewater treatment for water, wastewater and environmental hazards.
 - (8) Review and permit open burning requests to assure they do not create health risks and meet minimum standards as adopted by Ordinance.
 - (9) LLCHD retains the right to limit the amount of staff time and other resources it expends to provide services identified in this Interlocal Agreement.
- 2. **TERM** – The term of this Interlocal Agreement shall commence upon execution and shall continue until completion of all obligations of this Interlocal Agreement but in no event longer than ten (10) years after the date of execution..
- 3. **TERMINATION FOR CONVENIENCE** – Either party may terminate this Interlocal Agreement for any reason for its own convenience. If either party elects to terminate this Interlocal Agreement prior to its expiration, the terminating party shall provide the other party with sixty (60) days written notice of the termination.
- 4. **DUTIES GENERALLY** – Both parties to this Interlocal Agreement agree as follows:
 - i) To timely and professionally complete the services as described for both parties above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
 - ii) To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Interlocal 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 manner and in accordance with the provisions of this Interlocal Agreement.

5. **INDEPENDENT ENTITIES** – Both parties retain sole and exclusive charge and control of the manner and means of performance of the tasks required of it by this Interlocal Agreement. Lincoln shall perform as an independent contractor, and it is expressly understood that neither Lincoln nor any of its staff are employees of Crete and, thus they are not entitled to any Crete benefits including, but not limited to, overtime, retirement benefits, workers' compensation insurance, sick leave, or injury leave. Lincoln 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 Lincoln or its employees' compensation.

6. **INSURANCE**

- i) Crete shall maintain General Liability Insurance at its own expense during the life of this Interlocal Agreement, naming and protecting Crete and 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 Interlocal Agreement whether such operations are by Crete and its employees, or those directly or indirectly employed by Crete. 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 Interlocal Agreement by Crete:
 - (1) A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insurance on the General Liability Insurance Policy. Crete 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 Crete possessed General Liability Insurance.
 - (2) Proof of Workers' Compensation Insurance, where appropriate.
- iii) Crete is required to provide Lincoln with thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance as required by this Interlocal Agreement. Further any General Liability Insurance Policy maintained in order to comply with this Interlocal Agreement shall specifically provide that the company from whom the policy is purchased will also provide Lincoln thirty (30) days notice of cancellation, non-renewal, or any material reduction in insurance on the part of Crete.
- iv) If Crete obtains General Liability Insurance during the term of this Interlocal Agreement, it shall add Lincoln as an additional insured and provide a copy of the

Certificate of Insurance and specific endorsement on the policy naming Lincoln as an additional insured.

7. **INDEMNIFICATION** – To the fullest extent permitted by law, the Parties shall indemnify, defend, and hold each other harmless, along with its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Interlocal Agreement, that results in any claim for damage whatsoever, 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 Crete, or anyone for whose acts any of them may be liable. The Parties do not waive governmental immunity by entering into this Interlocal Agreement and fully retain all immunities and defenses provided by law. This section survives termination of this Interlocal Agreement.
8. **AUDIT PROVISION** – Crete shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance records and materials that are relevant, appropriate, and closely or significantly related to the services provided for pursuant to this Interlocal Agreement, as allowed by law.
9. **FAIR EMPLOYMENT** – The Parties shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. §48-1122, as amended.
10. **FAIR LABOR STANDARDS** – The Parties shall maintain Fair Labor Standards in the performance of this Interlocal Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **NEBRASKA LAW** – This Interlocal Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
12. **INTEGRATION, AMENDMENTS, ASSIGNMENT** – This Interlocal Agreement represents the entire Interlocal Agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Interlocal Agreement. This Interlocal Agreement may be amended only by written Interlocal Agreement of both parties. This Interlocal Agreement may not be assigned without the prior written consent of the other party.
13. **NEW EMPLOYEE VERIFICATION** - In accordance with Neb. Rev. Stat. 4-108 through 4-114, The Parties agree 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. 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. The Parties 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 Parties shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/verify.

14. **SEVERABILITY & SAVINGS CLAUSE** – Each section and each subdivision of a section of this Interlocal 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 Interlocal Agreement and invalidity of any section or subdivision of a section of this Interlocal Agreement shall not invalidate any other section or subdivision of a section thereof.
15. **CAPACITY** – The undersigned persons representing Crete and the City of Lincoln do hereby agree and represent that he or she is legally capable and authorized to sign this Interlocal Agreement and to lawfully bind Crete or the City of Lincoln to this Interlocal Agreement.

IN WITNESS WHEREOF, the City of Crete and City of Lincoln do hereby execute this Interlocal Agreement.

David A. Bauer
Mayor of Crete
243 E 13th St,
Crete, NE 68333

Leirion Gaylor Baird
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

Date of Execution

Date of Execution