

## INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into by and between the City of Lincoln, Nebraska, hereinafter referred to as “the City,” and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as “the County.” Collectively the County and the City may be referred to as “the Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* (Reissue 2012), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities;

WHEREAS, the County and the City are responsible for providing engineering services within their respective jurisdictions;

WHEREAS, the City has developed a set of CADD standards called “Workspace” to be used in conjunction with MicroStation and GEOPAK software;

WHEREAS, the City possesses the expertise needed to support the use of this software;

WHEREAS, use of this software requires certain software licenses, which the City possesses;

WHEREAS, the County desires to use MicroStation and GEOPAK software in conjunction with Workspace, to receive City support, and to utilize those licenses through the City;

WHEREAS, the Parties wish to reduce their understanding to writing;

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

1) Length. The Initial Term of this Agreement shall be one year from the date of execution. Upon the conclusion of the Initial Term, the Agreement shall automatically annually renew until terminated by either Party.

2) Purpose. The purpose of this Agreement is to provide the County with access to Workspace, and the support and licenses therefor.

3) Responsibilities.

A. The City will have the following duties and responsibilities:

i. Licenses:

- a. City shall maintain licenses for the following Software:
  - i. MicroStation; and
  - ii. GEOPAK;
- b. On or before May 1<sup>st</sup> of each year, City shall invoice the County as follows for actual cost of the Licenses:
  - i. Microstation:
    - 1. Two (2) MicroStation licenses at the approximate rate of \$2,420.20 per MicroStation license, for a total of \$4,840.40 for two (2) MicroStation licenses;
  - ii. GEOPAK
    - 1. Four (4) GEOPAK licenses at the approximate rate of \$4,377.09 per GEOPAK license, for a total of \$17,508.36 for four (4) GEOPAK licenses.
  - iii. Upon execution of the agreement, City will invoice the County for the first year of license cost.
  - iv. At the end of the Initial Term the City will review County usage and determine the final annual cost based on actual usage.
  - v. For each Renewal Term, the rate per license may increase up to 10% from the rate charged during the previous Term.

ii. Workspace:

- a. City shall provide the County access to Workspace.
- b. City shall maintain a single instance of Workspace for both parties' use. County agrees to utilize the existing

Workspace standards, layers and attributes for all future design projects.

B. The County will have the following duties and responsibilities:

- i. Within 30 days of receipt of City's invoice for Licenses pursuant to the terms of this Agreement, County shall pay City the amount of the invoice.

4) Independent Contractor. 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 County and employees of the County shall not be deemed to be employees of the City. Both Parties shall be responsible to their respective employees for all salary and benefits.

5) Assignment. Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other Party to this agreement. Any assignment without prior written consent of the non-assigning party shall be absolutely void.

6) Hold Harmless. Each Party agrees to indemnify 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 damage to or destruction of tangible property, including the loss of use resulting therefrom. 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.

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

8) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the City shall discriminate against any bidder, employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

9) Termination. This Agreement may be terminated at any time by either Party giving sixty (60) days written notice. However, such termination shall not affect obligations that have

been incurred prior to the notice of termination or money owed by either Party for work performed under this Agreement prior to termination.

10) Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all Parties.

11) Forbearance Not Waiver. Either Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that Party's rights.

12) E-Verify. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, each Party 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. Neither Party 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. § 1324b. Each Party shall require any subcontractor to comply with the provisions of this section.

13) Third Party Rights. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. The Parties shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than each other.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the County.

By: \_\_\_\_\_  
Chair, Lancaster County Board of  
Commissioners

APPROVED AS TO FORM:

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Deputy County Attorney  
for PAT CONDON  
County Attorney

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City.

City of Lincoln

By: \_\_\_\_\_  
Mayor  
City of Lincoln

APPROVED AS TO FORM:

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney