

**INTERLOCAL AGREEMENT FOR
GIS ADDRESSING AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, 2022, by and between the (City/Village) of (city or village name), Nebraska (“City” or “Village”) and the City of Lincoln, Nebraska (Lincoln).

WITNESSETH:

WHEREAS, Lincoln’s GIS Project Manager (“Project Manager”) has the capability, knowledge, and software to create a database of all public and private street addresses for all residential and commercial properties in Lancaster County, Nebraska; and

WHEREAS, having all street addresses in (city or village) listed on a database (“the Project”) will improve law enforcement and fire protection for the citizens of (city or village) when NextGen911 services become available; and

WHEREAS, the (city or village) desires to have Lincoln include all of its addresses in the database to be created by Lincoln.

NOW, THEREFORE, the parties agree to the following:

**I.
ADMINISTRATOR; DUTIES**

Lincoln’s Project Manager will act as the Administrator of this Agreement on behalf of Lincoln. The Administrator or his or her designee shall be responsible for collecting, storing, maintaining, and arranging the addresses so that appropriate and authorized agencies can access the database easily, efficiently, and in a secure manner. No separate entity shall be created by this Agreement.

**II.
DUTIES OF (city or village)**

**III.
FEES AND EXPENSES**

(city or village) shall not be charged any fees or expenses by Lincoln for collection and maintenance of the addresses.

**IV.
DURATION**

This Agreement shall remain in full force and effective from the date of execution by the Mayor of the City of Lincoln, following approval by the City Council, for ten (10) years, unless (city or village) or Lincoln withdraws as set forth herein. This Agreement may be extended for an additional ten (10) years beyond the expiration date by action of the City Council for Lincoln and the (City Council or Village Board) of (city or village).

**V.
NON-DISCRIMINATION**

The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

**VI.
APPLICABLE LAW**

Parties to this Agreement shall conform with all existing and applicable local ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

**VII.
MODIFICATION**

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

**VIII.
TERMINATION**

Either party to this Agreement may terminate this Agreement at any time and for any reason, with or without cause, upon providing the other party written notice of such termination not less than thirty (30) days prior to the effective date of termination.

**IX.
INDEMNIFICATION**

Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, agents and employees from and against all claims, damages, 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 negligent or wrongful acts or omissions of said other party or its principals, officers, employees, or agents.

**X.
INDEPENDENT CONTRACTOR**

It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of one party shall not be deemed to be employees of any other party. Each party shall be responsible to their own respective employees for all salary and benefits. A party's employees shall be entitled to any salary, wages, or benefits from any other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

**XI.
ASSIGNMENT**

A party shall not assign its duties and responsibilities under this Agreement without the express written permission of the other party to the Agreement.

**XII.
AUDIT PROVISION**

(city or village) 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 related records and materials germane to this Agreement, as allowed by law.

In WITNESSETH WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representative.

CITY OF/VILLAGE OF

ATTEST:

BY: _____
Title

BY: _____
Date

LINCOLN/LANCASTER COUNTY
INFORMATION SERVICES MANAGER

ATTEST:

BY: _____
Chairman

BY: _____
Date

CITY OF LINCOLN, NEBRASKA

ATTEST:

BY: _____

BY: _____

