

*Interlocal Agreement*  
***Maintenance of City Buildings by County***

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 County of Lancaster, a body politic and corporate of the State of Nebraska, hereinafter referred to as "County" on this 9th day of September, 1997.

WHEREAS, the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 et seq.) provides that two or more local governmental units may enter into agreements with one another for the joint or cooperative action pursuant to the provisions of the Act; and

WHEREAS, the City has previously transferred all employees of the City's Property Management Section to the County's Building and Grounds Department in furtherance of the plan to consolidate all employees assigned to the Lincoln-Lancaster County Public Building Commission and functions related thereto; and

WHEREAS, the City has continuing needs for maintenance and repair of buildings owned and operated by the City; and

WHEREAS, the County is agreeable to providing such maintenance and repair services to City buildings upon the terms and conditions as set forth in this interlocal cooperation agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. The County, through its Building and Grounds Department, will provide such maintenance and repair services as are within their expertise to buildings and other facilities owned and operated by the City on an as-needed basis as requested by the appropriate City officials having jurisdiction and control of such buildings and facilities.

2. On or before May 1st of each year that this agreement remains in effect, the County's Building Administrator shall submit to the City Finance Director an estimated budget for the upcoming County fiscal year based upon the previous year's experience in maintaining and repairing City buildings and facilities and reasonable projections therefrom. Said estimated budget shall be subject to approval and revisions by the City's Finance Director after consultation with the County Building Administrator. As finally approved, the City shall include such amount in the City's Annual Budget and shall pay over to the County one-fourth (1/4) of the amount so budgeted on or before September 30, December 31, March 31, and June 30 of each year that this agreement is in effect. Provided, however, it being understood that this agreement shall take effect on September 1, 1997, the initial budget submitted by the Building Administrator shall cover only a ten-month period ending June 30, 1998 ("stub budget"), and the City shall be obligated to make an initial payment on or about September 1, 1997, representing one-tenth (1/10) of such estimated stub budget, with regular quarterly payments commencing thereafter on or before September 30, 1997.

Within one month after the close of the County's fiscal year, the Building Administrator shall provide to the City Finance Director an annual reconciliation based upon the amount actually expended in the previous County fiscal year on maintaining and repairing City buildings and facilities. In the event that the total amount of the quarterly payments made for the year exceeds the amount actually expended, the excess shall be carried over and credited to the City's next quarterly payment. If the amount actually expended exceeds the total amount of the

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quarterly payments made for the year, the City shall include in its next quarterly payment the amount of such deficit. In determining the amount to be paid by the City, the County shall charge the City only the actual costs of the maintenance and repair work provided hereunder. Actual costs include but are not limited to payroll costs, including workers' compensation premiums added to hourly rate; materials; supplies; equipment rentals and similar charges.

3. This agreement may be amended by mutual agreement of both parties.

4. It is not contemplated that any personal or real property shall be acquired solely for the purpose of performing this agreement.

5. The County shall save and hold harmless the City from all losses, claims, and damages arising out of the negligent acts or omissions of the County, its agents or employees in the performance of this agreement. Likewise, the City shall save and hold harmless the County from all losses, claims, and damages arising out of the negligent acts or omissions of the City, its agents or employees in the performance of this agreement.

6. This agreement shall be in full force and effect from and after its approval by the City Council and County Board and shall remain in effect until terminated as herein provided.

This agreement may be terminated by either the City Council or County Board passing a resolution of intention to terminate and serving a copy upon the Clerk of the other party at least thirty (30) days prior to the effective date of termination. Upon the effective date of termination, a reconciliation shall be made between actual costs incurred to date and quarterly payments made by the City hereunder. If the City's payments exceed actual costs, the balance shall be paid to the City and if actual costs exceed the payments, the deficit shall be paid by the City.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above. (City Resolution No. A-78326 adopted September 2, 1997; County Board Resolution No. 5555 adopted September 9, 1997).