

*Interlocal Agreement*  
***Dangerous Building Code Enforcement***

This Agreement is entered into this 28th day of October, 1997, by and between the County of Lancaster, Nebraska (the "County"), a body politic and corporate of the State of Nebraska, and the City of Lincoln, Nebraska (the "City"), a municipal corporation, to provide enforcement of a county dangerous building code by the City's Department of Building and Safety.

WHEREAS, the County has the power to adopt a dangerous building code by virtue of Neb. Rev. Stat. § 23-172. Said codes are applicable throughout all of the County except in regard to farmsteads; that area within the jurisdiction of any incorporated city or village; and that area within the unincorporated area where a city or village has been granted zoning jurisdiction and is exercising such jurisdiction; and

WHEREAS, the City has adopted a dangerous building code which is administered and enforced through its Department of Building and Safety; and

WHEREAS, the County desires to contract with the City's Department of Building and Safety to administer and enforce the provisions of a dangerous building code within the County's jurisdiction.

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

1) That the County shall adopt by specific resolution, as provided in section 23-172, a dangerous building code which has been adopted by the City and which shall enumerate the dangerous building code and appropriate edition thereof, in order to provide a uniform dangerous building code. That said adoptions shall be made within a reasonable time after adoption or changes in the dangerous building code by the City, which in no instance shall exceed ninety days unless mutually agreed upon by the parties to this Agreement. Pursuant to the adopted code, the County shall appoint a board of appeals consisting of three qualified members who are not county employees.

2) That as soon as possible after the County has adopted the aforementioned code, the City shall provide, through its Department of Building and Safety, services related to investigation and enforcement pursuant to said code on behalf of the County, within Lancaster County and outside the jurisdiction of cities and villages excluding farmsteads as defined by statute. This service shall consist of investigating complaints associated with possible dangerous buildings and administering the provisions of said adopted code.

3) It is hereby expressly agreed that administration of the aforementioned service is the responsibility of the Department of Building and Safety and that staffing assignments pertaining thereto will lie solely with the Director of Building and Safety.

4) The City will keep records for the County and submit an annual statement of the same to the Lancaster County Board of Commissioners no later than June 1st of each year.

5) In consideration of the services rendered to the County by the City under the terms of this Agreement, County shall pay the City an amount not to exceed the actual cost of operations. The Department of Building and Safety shall submit a bill to the county quarterly, which shall be due and payable upon receipt by the County, in which the Department of Building and Safety shall itemize the services rendered and the amount due for the quarter. Such bill shall be computed strictly on a cost-of-operation basis including actual vehicular costs as determined by the Department of Building and Safety.

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6) It is expressly agreed by and between the parties that the enforcing authority of the aforementioned code is the County, and all violations thereof shall be reported to the County Attorney's Office upon their discovery by the Department of Building and Safety.

7) It is expressly agreed by and between the parties that the duration of this Agreement is perpetual but that either party may cancel this Agreement upon the rendition of sixty days' written notice to the other party. Upon termination of this Agreement, the City shall turn over all of its records and accounts which it has kept in connection to the services it provided pursuant to this Agreement.

(Approved and Executed by County on October 28, 1997 (C-8784); Resolution A-78466, adopted by City Council on November 3, 1997; Executed by Mayor on November 5, 1997.)