

Interlocal Agreement
Weed Control Program

THIS AGREEMENT made and entered into by and between the County of Lancaster, Nebraska, a governmental subdivision of the State of Nebraska, hereinafter referred to as "County," and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City."

WHEREAS, Neb. Rev. Stat. § 2-945.02 (Reissue 1991) establishes the responsibility of the County for administration of noxious weed control laws at the county level; and

WHEREAS, Neb. Rev. Stat. § 2-946.02 (Reissue 1991) provides that the City shall provide for the control of noxious weeds within its jurisdiction; and

WHEREAS, Neb. Rev. Stat. § 15-268 (Reissue 1991) and Chapter 8.46 of the Lincoln Municipal Code establish provisions for weed control within the City; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-287 (Reissue 1991), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units to provide services and facilities on a basis of mutual advantage; and

WHEREAS, the County and City desire to cooperate in order to provide for noxious and common weed control in the jurisdiction of the City in the most efficient manner possible and to their mutual advantage.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter contained, it is agreed by and between the parties as follows:

1. The County will through the Noxious Weed Control Authority and under the direction of the Noxious Weed Control Superintendent submit annually to the Mayor, City Council and County Commissioners for approval a plan for a combined weed control program in the City of Lincoln for the enforcement of State noxious weed laws and the City weed ordinance.

2. The County will provide administration of City weed abatement activities and noxious weed control activities in the jurisdiction of the City in accordance with the approved plan.

3. The County will provide for the inspection, issuing of notices and enforcement for weed abatement and noxious weed control within the jurisdiction of the City.

4. The County will manage assessments and appeals for noxious weeds pursuant to the provisions of Neb. Rev. Stat. §§ 2-955 through 2-960. With respect to special assessments and appeals for weed abatement within the city limits of the City, the County will strictly adhere to the provisions of Chapter 8.46 of the Lincoln Municipal Code. The County will provide all information necessary to the Director of Public Works & Utilities for the annual report to the City Council on weeds and worthless vegetation which have been removed pursuant to the provisions of Chapter 8.46 of the Lincoln Municipal Code, and thereafter the City will provide for the assessment for weed removal and collection of said assessments as provided in Chapter 8.46 of the Lincoln Municipal Code.

5. The County will arrange for privately contracted services to carry out noxious weed and City weed abatement forced control activities.

6. The City will compensate the County weed control fund for the weed control activities performed by the County under this Agreement on the basis of a proposed annual budget submitted by the Noxious Weed Control Superintendent, and subject to the approval of the City Council.

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7. The City will provide operators and equipment on an "as needed reimbursable" basis to supplement privately contracted services for noxious weed and City weed abatement forced control activities.

8. Income generated by all enforcement activities will be received by the County weed control fund.

9. The County with the consent of the City agency involved, will control noxious weeds on City lands, with reimbursement, when deemed by the Superintendent to be necessary to an effective weed control program.

10. An annual report will be made to the County Commissioners and to the Mayor and City Council and will include the results of the combined weed program actions, and any recommendations for further improving the program.

11. This Agreement shall remain in full force and effect from year to year until terminated. This Agreement shall be subject to termination or review and revision at any time with the mutual consent of both parties and may be terminated by either party giving to the other no less than thirty (30) days advance written notice of termination prior to the close of the fiscal year of the County. (City Resolution No. A-77437, adopted June 17, 1996; County Board executed May 21, 1996).