



Tracking #: 141802104

**DIRECTORIAL ORDER
NO. 32627**

LINCOLN

**Originating Department:
HEALTH DEPARTMENT**

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE MAYOR OF THE CITY OF LINCOLN, NEBRASKA AS SET FORTH IN ADMINISTRATIVE REGULATION NO. 26:

I hereby execute and approve on behalf of the City of Lincoln the attached **Agreement**, which involves the following information:

Amendment Type	Agreement
Name of Contractor(s)	
Duration	7/1/2024 to 12/31/2025
Amount	No Financial Consideration
Purpose of Agreement	Reciprocity agreement to cover initial inspection, permitting, ongoing inspections, inspection and ongoing permit fees, and permits for Mobile Food Establishments to operate in jurisdictions in this agreement without needing additional permits.

Dated this 3rd day of July, 2024.

Approved as to Form & Legality:

Approved:

Law Department

Health Director

**RECIPROCITY AGREEMENT
FOR THE PERMITTING AND OPERATION OF MOBILE FOOD ESTABLISHMENTS
WITHIN THE STATE OF NEBRASKA**

This Reciprocity Agreement ["Agreement"] is entered into between the undersigned political subdivisions in the State of Nebraska (each "Party" and collectively the "Parties"), in accordance with the following items:

1. PURPOSE

Neb. Rev. Stat. § 81-2,278 allows the development of a process for the reciprocal licensing of mobile food establishments that have been issued a valid food establishment permit, as defined in this Agreement, from a political subdivision in the State of Nebraska having jurisdiction of where the mobile food establishment is located, and the operator of such mobile food establishment seeks to conduct business in a jurisdiction of another political subdivision. Neb. Rev. Stat. § 81-2,278 requires a political subdivision acting as a regulatory authority that is eligible to participate in an agreement to submit a report to the Legislature on or before December 1, 2023, that describes any reciprocity agreement. In response to this directive, this pilot project is being conducted to start the implementation process.

The undersigned representatives of Political Subdivisions in the State of Nebraska enter into this Reciprocity Agreement (Agreement) to allow mobile food establishments permitted by its home political subdivision in the State of Nebraska (that jurisdiction where the establishment is permitted), to operate in jurisdictions who have agreed to be part of the Reciprocity Agreement without needing an additional food establishment permit.

2. STATUTORY AUTHORITY

The statutory authority for the Parties to enter into this Agreement is pursuant to Neb. Rev. Stat. § 13-804 which provides an additional, alternative, and complete method authorized by the act and shall be deemed and construed to be supplemental and additional to, and not in derogation of, powers conferred upon political subdivisions, agencies, and others by law.

3. KEY DEFINITIONS

For the purposes of this Agreement, the following definitions shall be used:

Food Establishment Application – The form(s) and inspection process used by the Permitting Jurisdiction in the issuance of a Mobile Food Establishment Permit.

Mobile Food Establishment – A food vending business serving food or drink from any vehicle, or trailer mounted, self-contained establishment or conveyance without a fixed location and without connection to a permanent water supply or sewage disposal system.

Mobile Food Establishment Inspection – The regulatory process and standards used by a Permitting Jurisdiction in inspecting a Mobile Food Establishment, and after satisfactory inspection, issues a Mobile Food Establishment Permit.

Mobile Food Establishment Permit – The Permit issued by the Operating Jurisdiction to the Mobile Food Establishment.

Operating Jurisdiction – The Political Subdivision having jurisdiction of the County, City, Town, and/or Village in which a Mobile Food Establishment operates or sells food, but which is not the Permitting Jurisdiction.

Permit – A food establishment permit that has been issued by a political subdivision within, or the State of Nebraska.

Permitting Jurisdiction – The Political Subdivision having jurisdiction in which the Mobile Food Establishment's business is legally located, as identified on the Mobile Food Establishment's Food Establishment Application.

4. SCOPE OF AGREEMENT

This agreement will cover reciprocity of Mobile Food Establishments including but not limited to initial inspection, permitting, ongoing inspections, inspection and ongoing permit fees, and permits for Mobile Food Establishments, on-site. This Agreement is only applicable to the permitting process of the Mobile Food Establishments required to carry out regular business activities.

This Agreement does not:

1. Modify any permitting or other approval requirements for the operation of a Mobile Food Establishment.
2. Replace or preempt food handler/manager training, fire, zoning, building, or any other local requirements for a Mobile Food Establishment.

It shall remain the duty of the Mobile Food Establishments to be aware of and obtain any proper approvals of an Operating Jurisdiction prior to operating within that jurisdiction.

5. TERM OF AGREEMENT

The Initial term of this Agreement will begin when fully executed by all Parties and shall terminate on December 31, 2025. Thereafter it shall be renewed every 3 years. Additional parties may join this Agreement at any time throughout the term of the Agreement.

6. TERMINATION FOR CONVENIENCE

Any Party to this Agreement may terminate its participation by providing all other Parties with sixty (60) days written notice of such intention.

7. MUTUAL INDEMNIFICATION

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

8. SOVERIGN IMMUNITY

It is expressly understood each Party to this Agreement does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

9. AUTHORITY AND DUTIES OF PERMITTING AND OPERATING JURISDICTIONS

Under this Agreement, all Parties may fulfill the role of a Permitting Jurisdiction and an Operating Jurisdiction as defined herein, and as applicable.

The Permitting Jurisdiction shall:

- I. Follow its pre-established process for permitting of a Mobile Food Establishment, including but not limited to a plan review and initial inspection of a Mobile Food Establishment to ensure all requirements of the Permitting Jurisdiction are met.
- II. Issue the Mobile Food Establishment Permit and enter information into the Permitting Jurisdiction's permit database.
- III. Collect fees for the inspection and permit.
- IV. Renew a Mobile Food Establishment Permit at time of renewal and enter applicable information into the Permitting Jurisdiction's permit database.
- V. Ensure that routine inspections take place in accordance with the frequency prescribed by the Nebraska Food Code. Routine inspections may be conducted by either the Permitting jurisdiction or the Operating jurisdiction. The jurisdiction conducting the inspection will be responsible for sending the inspection report to the Permitting jurisdiction.
- VI. Issue any corrective action(s) for violations of the Nebraska Food Code applicable to the Mobile Food Establishment, and without unnecessary delay enter the information into the Permitting Jurisdiction's permit database.
- VII. Ensure a re-inspection occurs when needed to follow up on corrective actions. The re-inspection may be conducted by either the Permitting Jurisdiction or the Operating Jurisdiction. The jurisdiction conducting the re-inspection shall be responsible for sending the inspection report to the Permitting Jurisdiction and without delay entering the information into the jurisdiction's permit database.
- VIII. Take any regulatory action deemed necessary by the Director of the Permitting Jurisdiction against any Mobile Food Establishment that violates any law, regulation or ordinance while operating a mobile food establishment within the Permitting Jurisdiction. Such regulatory action, includes but is not limited to, embargoing food, ordering destruction of food, or suspending or revoking the Mobile Food Establishment Permit, if in the opinion of the Director, such action is warranted and necessary to protect the public health.

- IX. Work with the Operating Jurisdiction to revoke or suspend a license or permit when a mobile food establishment violates any law, regulation, or ordinance which is subject to suspension or revocation of a license or permit.
- X. Allow food safety inspection staff employed by an Operating Jurisdiction to carry out any necessary inspections and enforcement actions of a Mobile Food Establishment while in the Operating Jurisdiction, related to any Mobile Food Establishment licensed under the Permitting Jurisdiction's authority.

The Operating Jurisdiction shall:

- I. Allow any vendor that has been issued a Mobile Food Establishment Permit from another Political Subdivision within the State of Nebraska to operate in the Operating Jurisdiction.
- II. Inspect any Mobile Food Establishment at the discretion of the Director of the Operating Jurisdiction.
- III. Issue any order to hold or destroy food as authorized by regulations, if in the opinion of the Operating Jurisdiction, such action is warranted and necessary to protect public health, or issue an order to cease operations if the Operating Jurisdiction determines the Mobile Food Establishment is creating a nuisance that is injurious to public health.
- IV. Work with the Permitting Jurisdiction to suspend or revoke a Mobile Food Establishment Permit upon violation of any law, regulation, or ordinance if in the opinion of the Operating Jurisdiction, such action is warranted and necessary to protect public health.

10. EVALUATION OF AGREEMENT

Pursuant to Neb. Rev. Stat. § 81-2,278, the initial term of this Agreement will be considered a pilot phase. At the conclusion of the initial term, this Agreement shall be assessed by the participating Political Subdivisions within the State of Nebraska to evaluate the Agreement's effectiveness in achieving the purposes of Neb. Rev. Stat. § 81-2,278. When necessary, revisions will be made to better meet the Agreement's purpose, and to protect the public health. Any revision must be agreed upon by all participating Political Subdivisions.

11. REVISIONS AND AMENDMENTS

This agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement in writing signed by all Parties to the Agreement.

12. NOTICE

Any notice to any party hereunder shall be in writing and shall be served personally, by first class mail, or by email addressed to the following individuals:

LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT

Justin L. Daniel, REHS, CP-FS
Environmental Health Supervisor
Lincoln-Lancaster County Health Department
3131 O Street
Lincoln, NE 68510
jdaniel@lincoln.ne.gov

DOUGLAS COUNTY HEALTH DEPARTMENT

Adam Carlson, REHS
Food Safety & Compliance Supervisor
Douglas County Health Department
1111 S. 41st Street
Omaha, NE 68105
adam.carlson@douglascounty-ne.gov

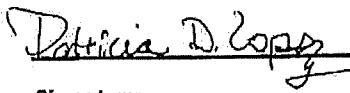

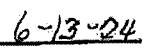
CENTRAL DISTRICT HEALTH DEPARTMENT

Jeremy Collinson, REHS
Environmental Health Manager
Central District Health Department
1137 South Locust Street
Grand Island, NE 68801
jcollinson@cdhd.ne.gov

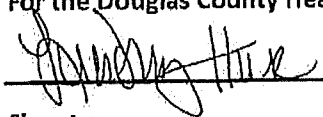
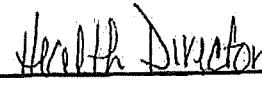
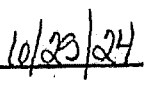
13. APPROVAL AND ACCEPTANCES

The signatories of this Agreement include the Health Director of the Political Subdivisions in the State of Nebraska joining this agreement. The Health Director of each Political Subdivision or their designee shall complete the joint board responsible for administering this Agreement.

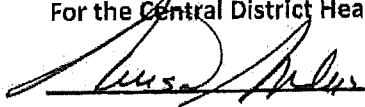
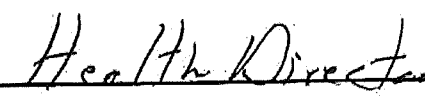
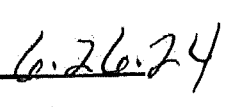
For the Lincoln-Lancaster County Health Department

		
Signature	Title	Date

For the Douglas County Health Department

		
Signature	Title	Date

For the Central District Health Department

		
Signature	Title	Date

City of Lincoln Signature Page

AGREEMENT City of Lincoln

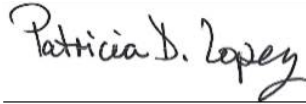
EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA


City Clerk





Health Department

Approved by Directorial Order No. 32627

Dated 7/3/2024