

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT FOR BUILDING
INSPECTIONS WITH THE CITY OF SPRINGFIELD AND AUTHORIZING CHAIRPERSON
TO SIGN SAME

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County has a Planning and Building Department with a well-qualified staff to perform building inspections; and,

WHEREAS, a mutual benefit would be provided to both the City of Springfield and Sarpy County by having the Sarpy County Planning and Building Department perform building inspections upon property located in the City of Springfield zoning jurisdiction in exchange for the payment of an agreed-upon fee; and,

WHEREAS, an interlocal agreement providing for the parties to enter into an agreement for the performance of such building inspections for an agreed-upon fee has been negotiated between the parties, is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, the Interlocal Cooperation Agreement attached hereto is hereby approved and the Chairman of this Board, together with the County Clerk are hereby authorized to sign said Interlocal Cooperation Agreement which provides that Sarpy County will perform building inspections for the city of Springfield in exchange for an agree-upon fee therefore.

Dated this 16th day of August, 2011.

Moved by Jim Nekuda seconded by Jim Warren, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature] _____ None _____ None _____
[Signature] _____ _____ _____

Tom Richard _____ _____ _____

[Signature] _____ _____ _____
[Signature] _____ _____ _____

ABSTAIN:

None _____

[Signature]
County Clerk



PERMITS/INSPECTIONS INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska, (hereinafter "County"), and the City of Springfield, Nebraska, (hereinafter "City").

WHEREAS:

(A) County is a duly existing body politic and corporate in accordance with and by virtue of the laws of the State of Nebraska; and,

(B) City is a duly existing body politic and corporate in accordance with and under the laws of the State of Nebraska; and,

(C) The parties hereto wish to provide that County shall undertake the inspection requirements within the jurisdictional limits of City.

NOW, THEREFORE, in consideration of the recitals above made and in further consideration of the promises and agreements that follow,

IT IS AGREED between County and City as follows:

(1) COMMENCEMENT DATE/TERMINATION DATE. This Agreement begins on the 5th of September, 2011 and ends on the 5th of September, 2016 notwithstanding the fact that the execution thereof may occur on a date later than such date. Each party hereto represents and declares that it has, by act of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties or obligations contained herein.

1.1 Upon thirty (30) days' written cancellation notice by either party to the other, this Agreement shall cease. Any payment due and owing by one party to the other shall be made prior to the cancellation of this Agreement.

(2) SCOPE OF SERVICES BY COUNTY. Beginning on the commencement date, County hereby agrees to provide the following services for City:

2.1 Inspect all general phases of construction during the building of structures involving issued permits, plan review; and, within one (1) business day of the request, conduct on site final inspection(s);

2.2 Maintain facilities and supplies as are necessary or required to deliver the permit and inspection service now provided;

2.3 Maintain sufficient personnel who are trained to provide the services that are the subject of this Agreement;

2.4 From time to time as necessary, meet with City for the purpose of information sharing to include the assessment and delivery of the services, updating of services or personnel, and general problem solving;

2.5 Maintain such types, kinds and amounts of insurance to insure its risk of loss to property or persons as County, in its sole discretion, deems necessary or required; and, to hold City harmless from expense to the City resulting from County's negligent acts or the negligent acts of its personnel; and,

2.6 Appear at hearings (including those in Court) to provide evidence or testimony as may be necessary in connection with permit/inspection activities.

(3) DUTIES OF CITY. In return for the services in paragraph (2) above, City does hereby agree to be responsible for the following:

3.1 The proper adoption of current building codes to be enforced by County. Adoption of the International Code at the time the County adopts such code;

3.2 Adopt code amendments and code updates so long as such amendments and updates are first adopted by County - all to the end that a uniform County/City system of permit and inspection is maintained;

3.3 Adopt a fee schedule for permits which are at least equal or even higher than County's current permit fee schedule, including any increases set by the County;

3.4 Maintain facilities, supplies and personnel as may be necessary to carry out or implement City's duties and obligations established herein;

3.5 From time to time as necessary, meet with County for the purpose of information sharing to include the assessment and delivery of the services, updating of services or personnel, and general problem solving; and,

3.6 Maintain such types, kinds and amounts of insurance to insure its risk of loss to property or persons as City, in its sole discretion, deems necessary or required; and, to hold County harmless from expenses to the County resulting from City's negligent acts or the negligent acts of its personnel;

3.7 Issue permits and collect fees for same;

3.8 Collect and account for revenues, the subject of this Agreement.

(4) PERMIT FEES. From the fees received by City for permits involving City's jurisdiction, City shall receive 50% of such amounts; and, within fifteen (15) days following the end of each month, City shall remit the 50% balance thereof to County along with its report provided in 3.8 above.

(5) AUTHORITY TO CONTRACT. Each party acknowledges and declares that the relationship created herein is that of independent contractor. All program functions shall be created, implemented and continued so as to maintain such independent contractor status. Each party to this Agreement is authorized pursuant to the Interlocal Cooperation Act of the State of Nebraska to enter into the Agreement, found at Neb. Rev. Stat. § § 13-801, et seq. (Reissue 1991 & Supp. 1996 & 1997).

(6) GOVERNING LAW AND ASSIGNMENT. This Agreement is executed in the State of Nebraska, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Nebraska. This Agreement is non-assignable. If any portion of this Agreement is declared illegal or void, the remainder of the Agreement shall remain in full force and effect.

(7) TITLES. Titles or heading are for reference convenience only and are not to override the language which follows such titles as being a contrary expression of the intent of the parties.

Signed in duplicate this 16th day of August, 2011.

(CITY SEAL)



THE CITY OF SPRINGFIELD, NEBRASKA

By:

Michael A. [Signature]
Mayor

Attest:

Kathleen Gottsch
City Clerk

(COUNTY SEAL)



COUNTY OF SARPY, NEBRASKA

By:

Tom Richard
Chairman, Board of Commissioners

Attest:

Dorothy Voughtaling
County Clerk

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

August 16, 2011

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Inter-Local Agreement with the City of Springfield for Building Inspection Services

The Springfield City Council has voted to approve a five-year extension of the inter-local agreement with Sarpy County to provide building inspection services.

Sarpy County building inspectors conduct plan reviews and perform all inspections and in return Sarpy County receives 50% of Springfield's building permit fees. The inspections currently average 10 per month and are primarily for residential projects.

The arrangement has worked well and to the benefit of both parties during the last five years. Staff recommends approving the five-year extension.

Please contact me if you have any questions. Thank you.


Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling
Mark Wayne
Cindy Gilbert
George Reese
Brian Hanson

CITY OF SPRINGFIELD

August 5, 2011

Scott W. Bovick
Deputy County Administrator
1210 Golden Gate Drive
Papillion, NE 68046

Re: Permits/Inspections Interlocal Cooperation Agreement

Dear Mr. Bovick:

On August 2, 2011, the Springfield City Council approved Resolution 2011-13 authorizing the Mayor to enter into the Permits/Inspections Interlocal Cooperation Agreement with Sarpy County.

Therefore, please find enclosed herein two original signed agreements for the County's consideration. Upon approval, please forward to me one original signed copy for my records.

Thank you for your attention to this matter.

Sincerely,



Kathleen R. Gottsch
City Clerk/Treasurer

Enclosures

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

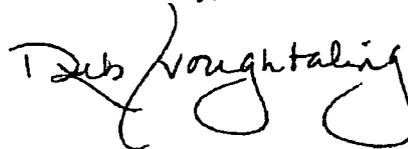
August 17, 2011

City Clerk Kathleen Gottsch
City of Springfield
PO BOX 189
Springfield NE 68059

RE: Building Inspections with the City of Springfield

Enclosed is an original agreement approved by action of the Sarpy County Board of Commissioners, at the meeting of August 16, 2011.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large initial "D" and "H".

Deb Houghtaling
Sarpy County Clerk

Enclosures (1)
DH/sm