

12/001105

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL COOPERATION ACT AGREEMENT FOR ELECTRICAL BUILDING INSPECTIONS

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,

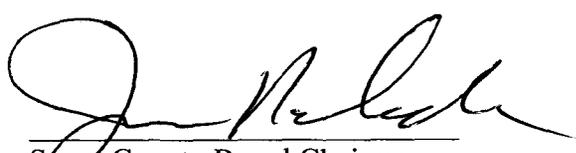
WHEREAS, pursuant to Neb. Rev. Stat. §13-801 *et seq.* (Reissue 20007), an Interlocal Cooperation Act Agreement has been proposed with the City of Papillion and Sarpy County for the purpose of the City of Papillion providing electrical building inspections to structures within Sarpy County's jurisdiction on an as needed basis; and,

WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached Interlocal Cooperation Agreement which commences upon the occurrence of the signatures of all parties to the Agreement.

BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Interlocal Cooperation Agreement.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 26th day of June 2012.


Sarpy County Board Chairman



Attest

County Clerk

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ___ day of June 2012, by and between the City of Papillion, Nebraska (Papillion) and Sarpy County, Nebraska (County), pursuant to the Nebraska Interlocal Cooperation Agreement Act, Neb. Rev. Stat. 1943 §13-801, et.seq., as amended.

WHEREAS, The City of Papillion and Sarpy County are political subdivisions duly authorized and existing under the laws of the State of Nebraska; and

WHEREAS, the two entities desire to make more efficient use of their powers to provide services by cooperating to the mutual advantage of both; and

WHEREAS, the parties hereto wish to enter into an interlocal cooperation agreement whereby Papillion will allow its certified electrical building inspectors to be available for projects in the County's jurisdiction on an as needed basis.

WHEREAS, it is mutually agreed by and between Papillion and the County as follows:

DUTIES OF PAPIILLION

1. Papillion maintains certified electrical building inspectors and the County has a need for such inspectors from time to time. Papillion will allow the County to utilize its certified electrical building inspectors on a borrowed servant basis and will charge and be compensated for the time of the inspection at \$60.00 per hour. This amount will increase each year on the anniversary of the oldest signature by 5% to account for inflation.
2. Papillion inspectors will inspect on-site residential and/or commercial buildings during various stages of construction and remodeling.
 - a. The inspectors will inspect buildings for compliance with the 2006 International Codes as amended and the 2011 National Electrical Code as amended.
3. Papillion inspectors agree to perform County inspections as soon as the inspections can be worked into their schedule. Papillion will inform the County when the inspection is scheduled after the relevant information such as location and the type of inspection is received from the County.
4. If Papillion is not able to perform an inspection within 7 working days following receipt of the inspection request, Papillion will promptly inform County of same.
5. Upon completion of an inspection Papillion will forward the inspection results to the County.
6. Papillion will keep records of the location and time spent at each location or invoice purposes.
7. Papillion will submit an invoice to the County Planning and Building Department at the end of each month for the services performed.
8. This Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska 13-801 et. seq. RRS, Nebraska, 1943. The parties agree:

- a. The duration of this Agreement shall be effective upon approval by each governing body and shall remain in full force and effect until terminated by either party upon 30 days written notice.
 - b. There is no separate legal or administrative entity created hereby.
 - c. The purpose hereof is as stated in the preambles to this Agreement.
 - d. Each of the parties hereto shall perform their respective powers and responsibilities herein provided for through their respective governing bodies and customary procedures. The parties anticipate that the effective administration of this cooperative effort undertaken hereby will not require an administrator or joint board.
9. The parties hereby declare and affirm that no officer, member or employee, and no member of their governing bodies, and no other public official or parties who exercise any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or in the performing of either parties' obligations pursuant to this Agreement which affects his or her personal interests, or any employee nor any member of their governing bodies, have interest, direct or indirect, in this Agreement or the proceeds thereof.
10. It is understood and agreed by the parties hereto that if any part, term condition or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain that particular part, term, condition or provision held to be invalid.
11. The respective entities hereby further agree that if the legal counsel of either deems the same to be advisable, that this Agreement will periodically be submitted to each successive new City Council and County Board of Commissioners in the month immediately following the organization of each subsequent new City Council or County Board of Commissioners to readopt or reaffirm the provisions of this Agreement. Failure of either or both parties to reaffirm or readopt shall not be constructed as effecting a termination thereof, such termination may be effected only in the manner provided for in Paragraph 2(a).
12. Either entity may seek legal or equitable relief in a court of competent jurisdiction to address the interpretation or enforcement of the terms of this Agreement and to seek injunctive relief if either entity deems the same necessary and advisable.
13. This Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby. No representations, warranties, undertakings, or promises whether oral, implied, written, or otherwise have been made by either party hereto to the other unless expressly stated in this Agreement, or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied upon any verbal representations, agreements or understandings not expressly set forth herein.
14. This Agreement shall become effective upon it being adopted by the City Council and the County Board of Commissioners.

15. Each Party shall furnish the other with a certified copy of the resolution of its governing body authorizing execution and implementation of this Agreement.
16. Each Party agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date and year first above written.

CITY OF PAPILLION, NEBRASKA

A municipal corporation,


MAYOR

ATTEST:


City Clerk

(SEAL)



Sarpy County, Nebraska

A political subdivision,


Vice-CHAIRMAN 6/26/12

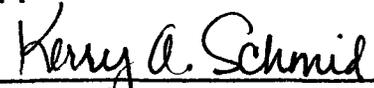
ATTEST:


County Clerk Deputy

(SEAL)



Approved as to form:

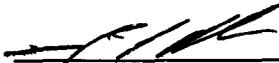

County Attorney

RESOLUTION NO. R12-0107

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the Interlocal Cooperation Agreement between the City of Papillion and Sarpy County to provide electrical inspections is hereby approved

PASSED AND APPROVED THIS 3rd DAY OF JULY, 2012.

CITY OF PAPIILLION, NEBRASKA



David P. Black, Mayor

Attest:



Elizabeth Butler, City Clerk

(SEAL)



Sarpy County Board of Commissioners Report
Staff Report Prepared: June 19, 2012
County Board Date: June 26, 2012

Subject	Type	By
Interlocal Agreement with the City of Papillion to provide electrical inspection services	Resolution	Bruce Fountain, AICP, EDFP Planning Director

➤ **Summary and Purpose:**

The attached Interlocal Agreement between Sarpy County (County) and the City of Papillion (City) has been drafted to allow the City to assist the County Planning and Building Department in performing electrical inspections on an as needed basis.

➤ **Background and Analysis:**

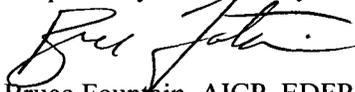
George Reese, Sarpy County's Chief Building Inspector, will be retiring effective June 29, 2012. George has been with the County for 19 years and has performed a variety of building inspection types, including electrical, during that time. He has been "grandfathered" to continue to do electrical inspections without being a certified electrician since that requirement was added around 1994-95. With George's retirement, it is now necessary to have someone who is certified to do the electrical inspections; therefore we have worked out an agreement with the City of Papillion to utilize their certified electrical inspector to assist with the County's inspections as needed.

The agreement will allow the County the ability to continue providing electrical inspections at least one day each week on building projects by coordinating and scheduling those inspections with the City of Papillion's Building Department. The County would pay the City of Papillion for those services on a monthly basis at a flat rate of \$60.00 per hour spent on the inspections with an annual inflation rate provided. The rate is based on a factor developed by a professional city management association times the hourly salary of the electrical inspector. This takes into account various expenses associated with the job such as mileage, vehicle maintenance, etc. and helps to simplify the accounting and managing of the process. The City of Papillion is currently providing this service to the City of Gretna under the same type of arrangement.

➤ **Staff Recommendation:**

Staff recommends **APPROVAL** of the Interlocal Agreement with the City of Papillion, NE to provide electrical inspection services for the County. The County Attorney's staff also has reviewed the document and does not request any additional revisions.

Respectfully submitted by:



Bruce Fountain, AICP, EDFP
Planning Director