

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN**  
**THE ELECTRICAL INSPECTOR SERVICES AGREEMENT**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), 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;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board;

WHEREAS, the County has entered into an Interlocal Agreement with the City of Papillion (“Papillion”) wherein Papillion provides electrical inspections of structures within Sarpy County’s jurisdiction;

WHEREAS, the County occasionally needs an additional electrical inspector to provide back-up services when the need for those services is at its peak;

WHEREAS, Jeff Nisbet is a licensed electrician with an Electrical Inspection Certificate who has the experience and training necessary to provide back-up services to the County on an “as needed” basis;

WHEREAS, the attached Electrical Inspector Services Agreement (“Agreement”) is for services that are unique, non-competitive, and professional; and

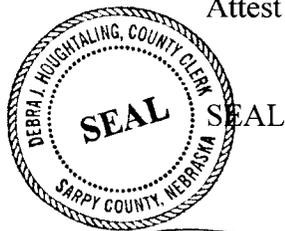
WHEREAS, entering into the Agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and adopts the Agreement and any other related documents, the same being approved and adopted by the Board.

BE IT FURTHER RESOLVED that the Chairman of the County Board and the County Clerk are hereby authorized to execute on behalf of Sarpy County, the 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 2nd day of July, 2013.

Attest



[Signature]  
Sarpy County Board Chairman

[Signature]  
County Clerk

Sarpy County Board of Commissioners  
Planning Department Report  
County Board Meeting Date: July 2, 2013

Subject	Type	By
Electrical Inspector Services Agreement between Sarpy County and Jeff Nesbit, Certified Electrical Inspector	Resolution	Donna Lynam Zoning Admin/Code Enforcement Planning & Building Dept.

## CONTRACT FOR ELECTRICAL INSPECTION SERVICES

➤ **Summary and Purpose:**

Sarpy County currently has an Interlocal Agreement with the City of Papillion to assist in providing electrical inspections by a certified electrical inspector. During peak inspections times, the certified inspector is not able to fulfill the requests of the contractors in a timely manner. For this reason, Sarpy County Planning and Building Department proposes to contract with Jeff Nesbit, a licensed electrician that is certified as a General Electrical Inspector by the International Association of Electrical Inspectors, to assist with electrical inspections on an as needed basis.

➤ **Background and Analysis:**

Sarpy County entered into an Interlocal Agreement on June 26, 2012 with the City of Papillion to provide electrical inspection services to those contractors working within county jurisdiction. It was agreed that the City would assist the County one day a week on Wednesday.

With the increase in building permits and construction in the last couple of months, we have faced numerous issues in providing inspections services in a timely manner. After discussing the issue with the City, they agreed to increase inspections from one day a week to three days a week beginning in May 2013. They are now providing electrical inspection services to the County on Tuesday, Wednesday and Thursday. This has greatly improved our service time but we still have occasional issues when the inspections do not get completed. Issues will also occur during those periods when the City's inspector is out of the office due to vacation or illness.

We feel the proposed contract for back-up services with electrical inspections on an "as needed" basis, will assist in getting the requests for electrical inspections covered in a more timely and professional manner.

➤ **Staff Recommendation:**

Staff recommends **APPROVAL** of the Electrical Inspector Services Agreement.

## **ELECTRICAL INSPECTOR SERVICES AGREEMENT**

This Electrical Inspector Services Agreement (“Agreement”) is hereby entered into by and between the County of Sarpy, a body politic and corporate in the State of Nebraska, (“County”) and Jeff Nisbet (“Electrical Inspector”). The County and the Electrical Inspector are referred to collectively hereinafter as “the Parties”:

WHEREAS, the County has entered into an Interlocal Agreement with the City of Papillion (“Papillion”) wherein Papillion provides electrical inspections of structures within Sarpy County’s jurisdiction;

WHEREAS, the County occasionally needs an additional electrical inspector to provide back-up services when the need for those services is at its peak; and

WHEREAS, the Electrical Inspector is a licensed electrician with an Electrical Inspection Certificate who has the experience and training necessary to provide back-up services to the County on an “as needed” basis.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter expressed, the County and the Electrical Inspector hereby acknowledge, covenant, and agree as follows:

- I. DUTIES OF THE ELECTRICAL INSPECTOR:
  - a. Perform on-site residential building electrical inspections (“Inspection”) during various stages of construction and remodeling for compliance with the 2006 International Codes as amended and the 2011 National Electrical Code as amended.
  - b. Perform Inspections within thirty-six hours of receiving notice from the County that an Inspection is necessary.
  - c. Upon completion of every Inspection, forward the results of the Inspection to Sarpy County’s Planning and Building Director (“Planning and Building Director”).
  - d. In accordance with Section III (below) keep records of the location and time spent at each building in which an Inspection is performed and submit an invoice to the County for payment.
- II. DUTIES OF THE COUNTY:
  - a. Upon determining that an Inspection is necessary, provide notice to the Electrical Inspector as soon as possible.
  - b. Maintain a record of the results of the Inspections.
  - c. In accordance with Section III (below) compensate the Electrical Inspector for services performed under this Agreement.
  - d. Provide the Electrical Inspector with inspection tags.
- III. PAYMENT:
  - a. Compensation for services described above shall be invoiced at \$35.00 per hour.

- b. The Electrical Inspector will keep track of dates and times worked as well as Inspections performed and submit an invoice to the Planning and Building Director detailing that information. These invoices shall be due and payable within twenty-one (21) days of receipt by the Planning and Building Director.
- c. If the County objects to all or any portion of an invoice, the County shall so notify the Electrical Inspector within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. If the reason for the dispute is resolved, the disputed portion of the invoice shall be paid after resolution of the dispute.

IV. REQUIREMENTS:

- a. The Electrical Inspector shall not perform any services under this Agreement until copies of all requirements identified in this section have been provided to the Planning and Building Director.
- b. The following shall be kept in full force and effect at anytime services are performed under this Agreement and where applicable, shall meet the minimum amounts required by Nebraska statute:
  - i. Automobile Insurance
  - ii. Certificate of Bonding
  - iii. Driver's License
  - iv. Electrical License
  - v. Electrical Inspection Certificate
- c. If, at any time, the requirements identified above are modified, cancelled, revoked, suspended, etc., the Electrical Inspector must immediately notify the Planning and Building Director and provide documentation of such modification, cancellation, revocation, or suspension to the Planning and Building Director.

V. EQUIPMENT: The Electrical Inspector shall provide any and all equipment necessary to perform the Inspections, including but not limited to electrical inspection tools, ladder, gloves, and/or safety goggles. The County shall not reimburse the Electrical Inspector for the costs of said equipment.

VI. VEHICLE: The Electrical Inspector shall use his own vehicle for purposes of driving to and from Inspection sites. Under no circumstances may the Electrical Inspector operate a County-owned vehicle.

VII. ASSIGNMENT AND SUBCONTRACTING: Neither the Electrical Inspector nor the County shall assign or transfer its interest in this Agreement.

VIII. SUBCONTRACTING: The Electrical Inspector shall not subcontract any work to be performed under this Agreement.

IX. INDEPENDENT CONTRACTOR STATUS: At all times in the performance of this Agreement, the Electrical Inspector shall be an independent contractor and not an employee or agent of the County. As such, the Electrical Inspector shall not be

entitled to receive from the County any health insurance, retirement, or other similar benefits.

- X. **STANDARDS OF PERFORMANCE:** The Electrical Inspector agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering this Agreement, the County is relying upon the professional reputation, experience, certification, and ability of the Electrical Inspector.
- XI. **COMPLIANCE WITH LAWS:** In the course of his performance under this Agreement, the Electrical Inspector shall comply with all Federal laws, state laws, and County ordinances.
- XII. **NO GUARANTEE OF WORK:** By signing this Agreement the Electrical Inspector acknowledges and understands that his services will be used, if at all, on an “as needed” basis and that the County is under no obligation whatsoever to request the services of the Electrical Inspector.
- XIII. **TAXES AND WITHHOLDINGS:** The Electrical Inspector shall be responsible for any and all taxes related to payment for his duties under this Agreement, including, but not limited to employment taxes. Furthermore, consistent with the Electrical Inspector’s independent contractor status, no withholdings shall be taken from the Electrical Inspector’s payments from the County for services rendered under this Agreement.
- XIV. **TERM:** This Agreement shall be in effect immediately upon execution of the Parties and shall continue until June 25, 2015, unless sooner terminated pursuant to Sections XV and/or XVI, below.
- XV. **TERMINATION:** The County or the Electrical Inspector may terminate this Agreement at any time, with or without cause, upon giving the other party fourteen (14) days prior written notice. The County shall within forty-five (45) calendar days of termination, pay the Electrical Inspector for all services rendered in accordance with the provisions of this Agreement.
- XVI. **BREACH:** Should the Electrical Inspector breach, violate, or abrogate any term, condition, clause, or provision of this Agreement, the County, pursuant to Section XV, above, may terminate this Agreement. Alternatively, the County has the option of notifying the Electrical Inspector in writing that a breach, violation, or abrogation of any term, condition, clause or provision has occurred. If satisfactory correction of such action(s) does not occur within fourteen (14) days from such written notice, the County may terminate this Agreement and obtain an alternate provider to render all services required by this Agreement. This provision shall not be construed so as to preclude the pursuit of other remedies for breach of contract as allowed by law.

- XVII. CONFLICT OF INTEREST: Pursuant to Neb Rev. Stat. § 23-3113, the County and the Electrical Inspector hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- XVIII. OWNERSHIP OF DOCUMENTS: All documentation or data, in whatever form or media, prepared or obtained under the terms of this Agreement shall become the property of the County and shall be delivered to the County upon the request of the County, without restriction or limitation as to its future use. Furthermore, any such documentation or data shall be surrendered to the County upon the termination of this Agreement.
- XIX. SAVINGS CLAUSE: This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the Electrical Inspector 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 of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and the Electrical Inspector shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.
- XX. HOLD HARMLESS: The Electrical Inspector agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement, including those proximately caused by the negligent or intentional acts or omissions of its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions or negligence of the Electrical Inspector.
- XXI. RESIDENCY VERIFICATION CLAUSE: The Electrical Inspector agrees to comply with the residency verification requirements of Neb. Rev. Stat. § 4-108 through § 4-114. The Electrical Inspector is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of individuals 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 individuals. If the Electrical Inspector is an individual or sole proprietorship, the following applies:

- a. The Electrical Inspector must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
- b. If the Electrical Inspector indicates on such attestation form that he is a qualified alien, the Electrical Inspector agrees to provide the US Citizenship and Immigration Services documentation required to verify the Electrical Inspector's lawful presence in the United States using the Systematic Alien Verification for Entitlements ("SAVE") Program.
- c. The Electrical Inspector understands and agrees that lawful presence in the United States is required and the Electrical Inspector may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

XXII. SCOPE OF AGREEMENT: This Agreement contains the entire agreement between the County and the Electrical Inspector, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and the Electrical Inspector.

XXIII. NOTICE: Notice to the County and the Electrical Inspector shall be given in writing to the agents for each party named below.

**COUNTY OF SARPY:**

Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive, Suite 1116  
Papillion, NE 68046

**ELECTRICAL INSPECTOR:**

Jeff Nisbet  
10908 South 180<sup>th</sup> Street  
Omaha, NE 68136

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 2nd day of July, 2013.

**ELECTRICAL INSPECTOR:**

Jeff Nisbet  
Jeff Nisbet

**COUNTY OF SARPY:**

Amiliane  
Sarpy County Board Chairman

Approved as to form:

Micole O'Kane  
Sarpy County Attorney

Attest  
SEAL



Debra J. Houghtaling  
County Clerk

LICENSE AND PERMIT BOND

Bond Number: 97 CG 11417

KNOW ALL MEN BY THESE PRESENTS: That NISRET CONSTRUCTION INC. as principal, and State Farm Fire and Casualty Company, as surety, are held and firmly bound unto the City of Omaha, Nebraska, in the penal and full sum of TWELVE THOUSAND DOLLARS \$12,000 Dollars, (\$ 12,000.00), for the payment of which well and truly to be made we do hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns.

The conditions of the above obligation are such that, whereas the above bounden principal has applied for a license, permit, or certificate to engage in the business or occupation of ELECTRICIAN in Omaha, Nebraska, which license, permit, or certificate must be obtained or renewed yearly or periodically hereafter;

NOW, THEREFORE, in consideration of any said license, permit, or certificate now or hereafter being granted, issued or renewed, said principal shall:

- 1) Indemnify and save harmless the City of Omaha, its officials, employees, and any members of any applicable Examining or License Board, and their successors, from and on account of any and all judgments, claims, demands, losses, costs, expenses, or liabilities or any kind whatsoever which said City and any or all of the persons above enumerated may sustain or which may be recovered from it or them, from or by reason of the issuance of each such license, permit, or certificate, or any reason of any act, neglect or thing done under or by virtue of the authority given in any such license, permit, or certificate, or in any way connected with, relating to, or growing out of any work performed by said principal, his or its agents and employees, or any sub-contractor or anyone in any way under his or its supervision and direction.
- 2) In all respects be bound hereby to any and all applicable requirements and provisions required to be in this bond by existing and hereafter existing ordinances, rules and regulations of the City of Omaha, and other laws, the same as though such requirements and provisions were fully set forth in this bond, and by reference such requirements and provisions are made a part hereof.
- 3) Comply with and faithfully observe and obey all applicable rules, regulations, and ordinances of the City of Omaha now or hereafter existing and all other applicable laws nor or hereafter existing affecting or relating to the carrying on of such business or occupation.
- 4) Pay all damages or loss that may occur from any act, neglect, or carelessness of said principal, his or its agents or employees, anyone under his or its supervision or direction, or any subcontractor, from such work pertaining to said business or occupation, or from poor or defective work or material.
- 5) Properly perform and execute and fully protect any and all work of such business or occupation undertaken by principal or under his or its direction and supervision, or by any agent or employee, or by any subcontractor.
- 6) Pay any penalties that may be imposed during the period of any such present and future permit, license or certificate.
- 7) In the case of an after-hours dance permit, not have its after-hours dance permit revoked or suspended.

Compliance with all and several of the above enumerated items shall make this bond void. Otherwise, it shall remain in full force and effect within the City of Omaha, Nebraska. This bond is and shall be given effect as a yearly or periodic bond in the above stated amount for each yearly or periodic license, permit, or certificate, now or hereafter issued to principal, the same as though a separate bond for each such present and future license, permit, or certificate year or period had been executed notwithstanding this is a continuing bond until cancelled by notice. The surety shall have the right to cancel this bond for future liability upon 60 days notice to the City of Omaha, in writing.

IN WITNESS WHEREOF, we have hereunto set our hands this 6<sup>th</sup> day of FEBRUARY, 2013.

In Presence of  
ROGER MCGINNIS

[Signature]  
Principal

Address of Witness 6900 Q St Ste 105  
Street

State Farm Fire and Casualty Company  
Surety

LINCOLN NE  
City State

[Signature]  
Attorney-in-Fact

[Signature]  
Resident Agent



APPROVED AS TO FORM:

Assistant City Attorney



# POWER OF ATTORNEY STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Roger McGinnis Insurance Agcy Inc.

of Lincoln, NE its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

\$ 2,500	- License, Permit or Indemnity — Financial Guarantee	\$100,000	- Administrator, Executor, or Trustee of a decedent's estate
\$25,000	- License & Permit — Code Compliance	\$50,000	- Guardian, Conservator, or Committee
\$25,000	- Public Official	\$25,000	- Receiver
		\$ 2,500	- Judicial

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 8th day of June, 2009, as is duly authorized by the Board of Directors in Article II, Section of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by he regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 15th day of September, 2009.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2013, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY



By: Bradley M. Weaver

Bradley M. Weaver - Assistant Secretary Treasurer

STATE OF ILLINOIS  
COUNTY OF McLEAN

On this 15th day of September, 2009, before me personally came Bradley M. Weaver to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

**"OFFICIAL SEAL"**  
Karen Weber  
Notary Public, State of Illinois  
My Commission Expires July 24, 2014

Karen Weber

Notary Public  
My commission expires July 24, 2014

### CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 6th day of February, 2013



Susan K. Johnson

Susan K. Johnson - Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call 309-766-2090.