

13/001693

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

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL COOPERATION ACT AGREEMENT WITH THE CITY OF GRETNA**

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; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), 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 2012), an Interlocal Cooperation Act Agreement has been proposed with the City of Gretna and Sarpy County for the purpose of Sarpy County providing assistance with building and electrical inspections in the City of Gretna'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 on November 5, 2013.

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 5<sup>th</sup> day of November 2013.

Attest

SEAL



  
Sarpy County Board Chairman

  
County Clerk

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 5<sup>th</sup> day of November, 2013, (the "Effective Date") by and between the City of Gretna, Nebraska (Gretna) and Sarpy County, Nebraska ( Sarpy County), pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq., as amended. Gretna and Sarpy County may hereinafter sometimes be referred to as a "Party" or collectively as the "Parties".

WHEREAS, the City of Gretna 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 Sarpy County will allow its Planning & Building Department staff to be available for assistance on certain projects in Gretna's jurisdiction on an as needed basis.

NOW, THEREFORE, it is mutually agreed by and between Gretna and Sarpy County as follows:

### DUTIES OF SARPY COUNTY

1. Sarpy County employs building and electrical inspection professional staff and Gretna has a need for such technical expertise from time to time. Sarpy County will allow Gretna to utilize its building and electrical inspection professional staff on a borrowed servant basis and will charge and be compensated for the time of said staff at \$70.00 per hour.
2. Sarpy County building and electrical 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 current building code and electrical code as amended and adopted by Gretna.

3. Sarpy County inspectors agree to perform Gretna inspections as soon as the inspections can be worked into their schedule. Sarpy County will inform Gretna when the inspection is scheduled after the relevant information such as location and the type of inspection is received from Gretna.
4. If Sarpy County is not able to perform an inspection within seven (7) working days following receipt of the inspection request, Sarpy County will promptly inform Gretna of same.
5. Upon completion of an inspection Sarpy County will forward the inspection results to Gretna.
6. Sarpy County will keep records of the location and time spent at each location for invoice purposes.
7. Sarpy County will submit an invoice to the Gretna City Clerk's Office at the end of each month for the services performed.

#### DUTIES OF GRETNA

1. Gretna will submit written requests to Sarpy County when building and/or electrical inspections are needed.
2. Gretna shall specify the type of inspection needed within their written communication to Sarpy County and shall maintain records of inspection requests.
3. Gretna shall promptly pay Sarpy County upon receipt of an invoice from Sarpy County.

#### GENERAL PROVISIONS

1. This Agreement is entered into between the Parties pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. The Parties agree:

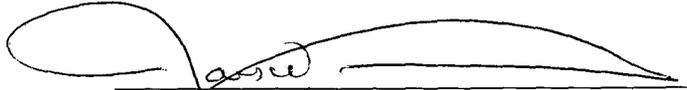
- a. The duration of this Agreement shall be effective upon approval by each governing body and shall remain in full force and effect for one (1) year, and shall thereafter continue and automatically renew for successive one (1) year periods until terminated by either Party upon thirty (30) days written 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.
2. 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 undertakings 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 an interest, direct or indirect, in this Agreement or the proceeds thereof.
3. 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.

4. 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.
5. 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.
6. This Agreement shall become effective upon it being adopted by the Gretna City Council and the Sarpy County Board of Commissioners.
7. 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.
8. Each Party shall indemnify and hold harmless the other Party's governing body, agents, employees, or representatives from all claims, demands, suits, actions, payments, liability, and judgments, arising out of or in connection with the performance of this Agreement,

except for injuries and damages caused by the sole negligence of the other Party.

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 GRETNA, NEBRASKA,  
a municipal corporation,

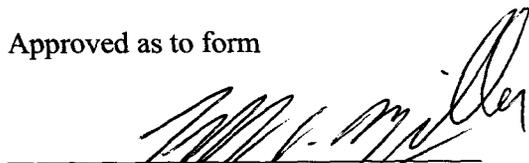
  
MAYOR, James W. Timmerman

ATTEST:

  
City Clerk, Tammy L. Tisdall

(SEAL)

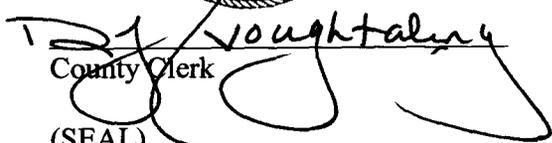
Approved as to form

  
Gretna City Attorney, Jeff C. Miller

Sarpy County, Nebraska,  
a political subdivision,

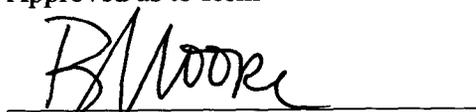
  
CHAIRMAN, Jim Warren

ATTEST

  
County Clerk

(SEAL)

Approved as to form

  
Deputy County Attorney





# Sарpy County Planning & Building Department

Bruce Fountain, AICP, EDFP – Director  
Phone: (402)593-1555 Fax: (402) 593-1558

## Planning Staff Report

Interlocal Agreement with the City of Gretna  
for Building and Electrical Inspection Services  
County Board Date: November 5, 2013

Subject	Type	By
Interlocal Agreement with the City of Gretna to assist with building and electrical inspections on an as-needed basis	Resolution	Bruce Fountain, AICP, EDFP Director, Planning & Building Dept. 

### ➤ Background and Analysis:

The City of Gretna and Sarpy County entered into an Interlocal Agreement in August of 2012 to allow the Sarpy County Planning and Building Department to provide assistance on some planning, zoning, development permitting and inspection issues on a short-term interim basis. That Interlocal Agreement expired on December 31, 2012. Due to an increase in development activity in the Gretna jurisdiction, the City is asking for a new Interlocal Agreement with the County to provide assistance on an as-needed basis with building and electrical inspections.

The agreement provides for the County to be compensated for staff time spent assisting Gretna at a rate of \$70.00 per hour. The duration of this agreement shall be effective upon approval by each governing body and shall remain in full force and effect for one (1) year, and shall thereafter continue and automatically renew for successive one (1) year periods until terminated by either party upon thirty (30) days written notice.

### ➤ Staff Recommendation:

Staff recommends approval of the interlocal agreement in order to assist the City of Gretna on an as-needed basis with building and electrical inspections.

**YOUNG & WHITE**  
LAW OFFICES

DUNCAN A. YOUNG  
JEFF C. MILLER  
DAVID J. SELBY  
KEITH I. KOSAKI

MALCOLM D. YOUNG  
(1920 - 2012)

LELAND C. WHITE  
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20283 WIRT STREET  
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November 8, 2013

Mr. Bruce A. Fountain  
Sarpy County Planning & Building Dep't  
1210 Golden Gate Drive  
Papillion, NE 68046

RE: Sarpy County and Gretna Interlocal Agreement for  
Building and Electrical Inspection Services

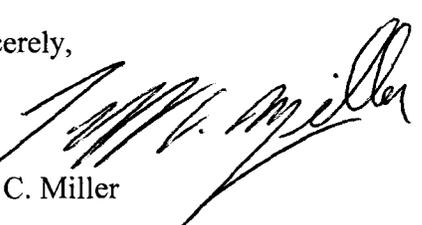
Dear Mr. Fountain:

Enclosed are two originals of the above-referenced Interlocal Agreement which have been executed by Gretna officials.

Please have such properly executed by officials of Sarpy County, and return one executed original to Gretna City Hall.

Your cooperation in this matter is greatly appreciated. Please feel free to call so as to expedite matters if you have any questions or concerns.

Sincerely,

  
Jeff C. Miller

JCM/iw  
Enclosures



# Sarpy County Planning & Building Department

Bruce Fountain, AICP, EDFP – Director  
Phone: (402)593-1555 Fax: (402) 593-1558

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