

**VILLAGE OF WATERLOO
RESOLUTION NO. 08-25-15-01**

WHEREAS, pursuant to the Nebraska Interlocal Cooperation Act Douglas County, Nebraska and the Village of Waterloo desire to enter into an Interlocal Cooperation Agreement for the purpose of providing building permit services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:


THAT, the Interlocal Cooperation Agreement between Douglas County, Nebraska and the Village of Waterloo is hereby approved; and,

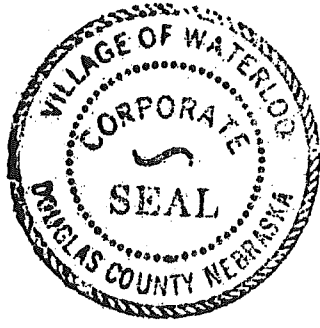
FURTHER THAT, the Chairperson of the Village Board of Trustees is hereby authorized to execute the Interlocal Cooperation Agreement is substantially the same form as that attached hereto as Exhibit "A".

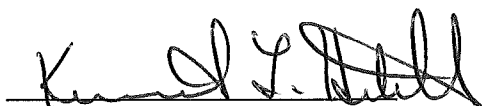
PASSED THIS 25 DAY OF August, 2015

ATTEST:

Douglas County, Nebraska


Melissa Johnson
Village Clerk




Ken Hitchler
Chairperson

**DRAFT #3
08-08-2015
INTERLOCAL AGREEMENT BETWEEN
DOUGLAS COUNTY, NEBRASKA AND
VILLAGE OF WATERLOO, NEBRASKA
FOR BUILDING PERMITS AND INSPECTION SERVICES**

Under the authority of the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13 of the Nebraska Revised Statutes, this Agreement is entered into between Douglas County, Nebraska, (herein called "County") a political subdivision of the State of Nebraska, and the Village of Waterloo, Nebraska, a municipal corporation of the State of Nebraska, (herein called "Village") for the purpose of providing building permit services.

**SECTION ONE
AUTHORITY**

- A. Waterloo is a village which has a one-mile extraterritorial zoning jurisdiction.
- B. Village has adopted by ordinance and is enforcing within its corporate limits and its extraterritorial zoning jurisdiction, building codes, electrical codes, mechanical codes, and plumbing codes and other codes/ordinances authorized by law which regulate the construction of buildings.
- C. County has adopted by resolution and is enforcing within its zoning jurisdiction, building codes, electrical codes, mechanical codes, and plumbing codes and other codes/resolutions authorized by law which regulate the construction of buildings.
- D. It is to the mutual advantage of both Village and County, and the citizens of each, that Village and County cooperate and assist each other with the provision of building permit and inspection services within Village and its extraterritorial zoning jurisdiction.
- E. Village and County are authorized by the Interlocal Cooperation Act to so cooperate and to provide services in a manner which best accords the need and development of Village.

**SECTION TWO
DUTIES and RESPONSIBILITIES**

A. Enforced Code

Prior to the effective date of this Interlocal Agreement, both Village and County shall have adopted identical building, electrical, mechanical, and plumbing codes and any amendments thereto. For the term of the agreement, both Village and County shall maintain identical building, electrical, mechanical, and plumbing codes.

B. Village Responsibilities

Village shall:

1. Contract with County for the services of a building and electrical inspector.
2. Advise citizens of, and update Village website, to show that building, electrical, mechanical and plumbing permit applications are obtained through the County Environmental Services Office.
3. Verify zoning regulation compliance on all building permit applications. Electrical, mechanical, and/or plumbing permit applications would be exempt from the zoning regulation compliance.
4. Be responsible for all building, electrical, mechanical, and plumbing inspections for building, electrical, mechanical, and plumbing permits issued prior to the effective date of this Agreement.
5. Allow the placement of the inspectors' business cards at Village Hall for distribution to the public.

C. County Responsibilities

County shall:

1. Provide qualified inspectors to perform inspections and plan review for Village.
2. Be the sole application site for permits.
3. Complete all building, electrical, mechanical, and plumbing permit applications and collect the required fees based on the County fee schedule.
4. Review all building, electrical, mechanical, and plumbing permit applications for code conformity.
5. Perform all building, electrical, mechanical, and plumbing inspections to verify conformity with the codes in effect.
6. Provide approved building, electrical, mechanical, and plumbing permit applications and inspection reports to the applicant.
7. Provide to Omaha Public Power District "passed" temporary and permanent service electrical inspection reports.
8. Provide to the Village Clerk on a monthly basis, or as requested, a report of permits issued.
9. Update County website to show that Waterloo building, electrical, mechanical and plumbing permit applications are obtained through the County Environmental Services Office.
10. Provide to Village a supply of the inspectors' business cards.

D. Procedure

The process for issuing, reviewing, and approving building permits and permits for electrical, mechanical, and plumbing work, shall be as illustrated in Exhibit A (for building permits) and Exhibit B (for electrical, mechanical, and plumbing permits).

SECTION THREE

BUILDING, ELECTRICAL, PLUMBING and MECHANICAL SERVICES

A. County currently employs an electrical inspector and building inspector who are qualified and authorized pursuant to Nebraska Revised Statute 81-2125 (Reissue 1999) to perform commercial and residential building, electrical, mechanical, and plumbing inspections and to review and approve commercial and residential building, electrical, mechanical and plumbing plans.

B. For so long as County employs said electrical inspector and building inspector during the term of this Agreement, County shall provide to Village commercial and residential building, electrical, mechanical and plumbing inspections and commercial and residential building, electrical, mechanical and plumbing plan review services.

C. While performing such inspections and plan review services, County electrical inspector and building inspector shall at all times remain as employees of County, and not become employees of Village.

D. In return for providing the services set forth in this Agreement, County is hereby authorized to assess and collect fees from the person or entity applying for a permit or inspection based on the County's current rate schedule for permits and inspections and to retain 100% of the fees collected.

E. In order to achieve the objectives and purposes of this Agreement, Village and County shall execute and deliver all documents, provide all information, and take or forbear from such action as may be necessary or appropriate to achieve the purpose of this Agreement, and Village and County shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other Party.

SECTION FOUR

TERM AND TERMINATION

This Agreement shall be in full force and effect upon the date of execution, without a fixed expiration date. This Agreement may be terminated by either party upon sixty (60) days written notice. The County would be responsible for all building, electrical, mechanical, and plumbing inspections for building, electrical, mechanical, and plumbing permits issued prior to the effective date of the termination of this Agreement.

SECTION FIVE
GENERAL PROVISIONS

A. Authorized Representative and Notice

In further consideration of the mutual covenants contained herein. The Parties hereto expressly agree that for the purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following designated officers shall be the authorized representatives of the Parties:

1. City of Waterloo, Nebraska
c/o Village Clerk
509 S. Front St.
Waterloo, NE. 68069
402-779-2292 phone
402-779-3387 fax
mjohnson@waterloone.com

2. Douglas County Nebraska
c/o Douglas County Environmental Services
Planning & Zoning Coordinator
3015 Menke Circle
Omaha, NE. 68134
402-444-6181 phone
402-444-4963 fax
douglas.cook@douglascounty-ne.gov

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by electronic means with a signed return receipt.

B. Indemnification

Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and/or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents or subcontractors while performing their duties under this Agreement, provided that the other Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action.

The provisions of this section shall survive expiration or termination of this Agreement.

C. Insurance

Both Village and County shall at all times during the term of this Agreement, maintain and keep in effect at its own expense, public liability, property damage, employer's liability and worker's compensation insurance at such amounts as are mutually agreed, insuring that each party and its officers, employees and agents and the other party and its officers, employees and agents against all liabilities for damages to persons or property arising from the negligence or omissions of the party and its officers, employees and agents in the performance of fulfilling the requirements of this Agreement. All such insurance policies shall specifically name the other party as an additional insured and the parties shall furnish each other with a certificate of each policy.

D. Amendments

This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

E. Assignment and Subcontracting

None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.

F. Entire Agreement

This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

G. Captions

Captions used in this Agreement are for convenience and not used in the construction of this Agreement.

H. Waiver

Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party

which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

I. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

J. Dispute Resolution

Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties' authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after the service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

K. Nondiscrimination

Both Parties agree that in accordance with the Nebraska Fair Employment Act, Neb. Rev. Stat. 48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

L. New Employee Work Eligibility Status

The Parties agree 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.

M. No Third Party Rights

This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause

of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

N. Successors and Assigns Bound by Covenants

All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors and assigns of the respective Parties hereto.

O. Independent Contractors

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the City or County or their personnel, employees, agents, contractors or servants perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties or its personnel, employees, agents, contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, worker's compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations and payments pertaining to social security taxation, income tax withholding, worker's compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party, its officers, employees, agents, contractors or servants shall in no way be the responsibility of the other Party. All acts and contracts of each shall be in its own name and not the name of the other, unless otherwise provided herein.

P. No Separate Administrative Entity

This Agreement does not establish any separate legal or administrative entity.

Q. Drug Free Policy

Both County and Village have established and maintain a drug free workplace policy.

**SECTION SIX
EXECUTION**

