

RESOLUTION NO. 2018-70

A RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH THE VILLAGE OF CARROLL, NEBRASKA, FOR BUILDING INSPECTION SERVICES (2019).

WHEREAS, the City of Wayne, Nebraska, is desirous to enter into an Interlocal Agreement with the Village of Carroll, Nebraska, for building inspection services; and

WHEREAS, the City of Wayne, Nebraska, is agreeable to entering into an Interlocal Agreement with the Village of Carroll to provide said services as provided therein.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement with the Village of Carroll, Nebraska, a copy of which is attached hereto, be approved as written, and the City Administrator and/or Mayor is authorized and directed to execute said Interlocal Agreement on behalf of the City.

PASSED AND APPROVED this 4th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
FOR BUILDING INSPECTION SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of Wayne, Nebraska, a Municipal Corporation, hereinafter referred to as "WAYNE," and the Village of Carroll, Nebraska, a Municipal Corporation, hereinafter referred to as "CARROLL," WITNESSETH:

WHEREAS, WAYNE presently maintains and provides building inspection services in the City of Wayne and its extraterritorial jurisdiction; and

WHEREAS, CARROLL is desirous of entering into an interlocal agreement whereby WAYNE provides to CARROLL such building inspection services on a contract basis; and
CARROLL; and

WHEREAS, WAYNE and CARROLL are desirous of entering into an Agreement pursuant to the Nebraska Interlocal Cooperation Act (Nebr. Rev. Stat. §§ 13-801 through 13-827) as the same may from time to time be amended, for the purposes of describing the terms and conditions under which WAYNE will provide building inspection services to CARROLL;

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. DURATION. The term of this Agreement shall commence on the date of its execution and continue until terminated as set forth herein.

2. COMPENSATION. CARROLL agrees to compensate WAYNE for building inspection services as billed by WAYNE following jobs actually performed. WAYNE shall bill CARROLL at the rate of 1.5 times the hourly rate for the inspector(s) actually performing the inspection services plus mileage per mile traveled to conduct such inspection services at the current reimbursement rate for mileage paid by WAYNE.

3. INSPECTIONS. As soon as practicable after receiving notification from CARROLL of the need for specific inspection jobs, WAYNE shall inspect maintenance and property code violations and such other jobs as CARROLL may request. The inspection territory under this Agreement shall be limited to within the city limits of CARROLL, Nebraska, as well as within the extraterritorial zoning jurisdiction outside such city limits.

4. REPORTING. Following inspection jobs performed by WAYNE, WAYNE shall report back to CARROLL with its findings on specific jobs. All inspections and reporting shall be based on, and pursuant to, the International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc. which has been

adopted by WAYNE and shall be adopted by CARROLL with such modifications as WAYNE has made prior to the execution of this Agreement. If WAYNE adopts future revisions or editions of this code, CARROLL shall also adopt the same revisions or edition, as nearly as possible considering the statutory differences between the respective parties.

5. INSURANCE/INDEMNIFICATION/HOLD HARMLESS. CARROLL agrees to name WAYNE as an additional insured on its general liability insurance policy having liability limits of not less than \$1,000,000.00 per occurrence or a \$2,000,000.00 aggregate and agrees to provide to WAYNE a certificate of insurance evidencing compliance with this provision. CARROLL also agrees to indemnify and hold WAYNE harmless from any claims against WAYNE that result from any error or omission of WAYNE in performing the inspections provided pursuant to the terms of this Agreement.

6. TERMINATION. Either party may terminate this Agreement at any time within thirty (30) days after delivering written notice to the other party.

7. NO SEPARATE ENTITY. This Interlocal Agreement does not create a new or separate legal entity and its powers are limited to those granted by this Interlocal Agreement and by the provisions of the Nebraska Interlocal Cooperation Act. For purposes of this Agreement, WAYNE shall be considered the administrator of this Agreement pursuant to Neb. Rev. Stat. § 13-801 et seq.

8. NO PROPERTY. There shall be no property acquired pursuant to this Agreement.

9. TAXATION. As a result of this Agreement, no tax authorized under *Nebraska Revised Statutes* Sections 13-318 to 13-326 or 13-2813 to 13-2816 shall be levied or collected.

10. HEADINGS. Headings in this Interlocal Agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. GOVERNING LAW. The agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF WAYNE, NEBRASKA,
A Municipal Corporation

ATTEST:

By _____
Cale Giese, Mayor

Betty A. McGuire, City Clerk

Approved as to form: _____
City Attorney

VILLAGE OF CARROLL, NEBRASKA,
A Municipal Corporation,

ATTEST:

By _____
_____, Board
Chair

_____, Village Clerk