

CONSTRUCTION PERMIT AND INSPECTION AGREEMENT

This Agreement is made February ____, 2025 between the City of Terrytown, Nebraska, A Municipal Corporation ("Terrytown") and the City of Scottsbluff, Nebraska, A Municipal Corporation ("Scottsbluff").

RECITALS

- a. Terrytown has adopted ordinances which regulate zoning, buildings/structures, and construction, including plumbing work, mechanical work and during/post-construction stormwater management ("Construction") within Terrytown and its extra-territorial zoning jurisdiction ("ETJ").
- b. Scottsbluff has a Department of Development Services, which is responsible for the enforcement of its ordinances regulating zoning, buildings/structures, and construction, including plumbing work, mechanical work and during/post-construction stormwater management ("Construction") within Scottsbluff and its extra-territorial jurisdiction ("ETJ"). Provided Scottsbluff does not enforce ordinances pertaining to during/post-construction stormwater management in its ETJ.
- c. Terrytown desires to contract with Scottsbluff for administration of Terrytown's ordinances regulating Construction, Scottsbluff agrees to provide these services on the terms and conditions as set out in this Agreement.

AGREEMENT

1. Scope of Agreement.

The parties agree that Scottsbluff shall administer Terrytown's ordinances as identified in this Agreement regulating Construction within the corporate limits of Terry town and its ETJ. Provided ordinances pertaining to during/post-construction stormwater management will only be enforced within the corporate limits of Terrytown. Scottsbluff's duties under this Agreement shall be performed by its employees as designated in this Agreement. It is understood that Scottsbluff and its agents and employees are acting as independent contractors and not as agents of Terrytown in carrying out their duties under this Agreement.

2. Term of Agreement.

The term of this Agreement shall be the period from January ____, 2025 to September 30, 2025, and shall continue in force and effect for additional terms of one year each unless either party, at least six months prior to the end of a term, notify the other of its desire to terminate. The notice shall be in writing, delivered or mailed to the office of the Clerk of the other party, and shall be effective at the end of the then existing term.

3. Designation of Administrators.

The Development Services Director of Scottsbluff ("Director") shall administer Terrytown's Construction ordinances identified in this Agreement. The Director shall have the authority to delegate the administration of the identified ordinances to other Development Services Department staff members based on qualifications and expertise.

4. Ordinances To Be Administered.

a. The Ordinances to be administered are the ordinances currently in effect for Terrytown. Terrytown represents that it has delivered to the Director true and correct copies of all of the ordinances referred above.

b. Future ordinances and amendments to the ordinances listed above shall also be administered under this Agreement if there is compliance with the following procedures:

i. Within seven (7) days after enactment by Terrytown of any Construction ordinances, or amending, supplementing, or repealing any of the above ordinances, Terrytown shall deliver to the Director true and correct copies of the ordinances certified by the City Clerk.

ii. If Terrytown fails to deliver an ordinance within the time provided in this paragraph, the Director shall have no duty to administer the ordinance during the period prior to the delivery, even though of whether the Director may have had knowledge or other notice of the enactment of the ordinance.

c. Both the Terrytown City Clerk and the Director shall establish and maintain a permanent record of delivery made to the Director of the ordinances required to be delivered under this paragraph.

d. The Terrytown City Clerk shall also maintain on file copies of any of the model codes and their amendments and supplements which may be referred to in its ordinances in a quantity not less than the minimum number required by Nebraska law.

5. Duties of Director

a. During the term of this Agreement, the Director shall administer, in the name and on behalf of Terrytown, those ordinances described in Paragraph 4. The duties of the Director, except for on-site inspections, normally shall be performed at the office(s) of the Scottsbluff Department of Development Services at 2525 Circle Drive, Scottsbluff, Nebraska.

b. All applications for permits for building construction or alterations, stormwater management, fence erection, sign erection, building demolition, sidewalks, curb cuts, and gas, electrical and plumbing installations or alterations shall be filed with the Director of Development Services Department (Department). The application shall be reviewed by the Director for compliance with applicable ordinances, including but not limited to zoning and floodplain ordinances of Terrytown. Permit and inspection fees shall be determined by the Director based on the fees prescribed by ordinances of Scottsbluff. All fees shall be paid to Director, who shall issue a receipt in the name of Scottsbluff. The Director shall approve or deny all applications according to the requirements contained in Terrytown's ordinances.

c. The determination as to whether a temporary or final certificate of occupancy should be issued shall be made by the Director according to the requirements contained in Terrytown's ordinances.

d. At the election of an applicant for a permit or certificate of occupancy:

i. Application. The applicant may obtain a copy of the application form at Scottsbluff City Hall, and deposit the signed application along with the required fee at that office. Applications may also be obtained and applied for electronically via the Scottsbluff website.

e. The Director shall make inspections and collect any applicable inspection fees pursuant to applicable Scottsbluff ordinances. Matters to be inspected shall include footings, foundation, framing, sewer tap (outside sewer) water tap (outside water), sewer under floor (inside), rough-in plumbing, sidewalks, curb cuts, inside gas installations and connections, fences, signs, and temporary and final certificates of occupancy. The Director may make orders pursuant to these inspections as are authorized by ordinances of Terrytown.

f. The Director shall establish and maintain a separate record of all fees and other charges collected by the Director attributable to Terrytown. These records shall be subject to inspection by the Terrytown City Clerk, or his or her designated representative, during the Director's regular business hours. The Director shall deposit all fees and charges with the Scottsbluff City Clerk or Treasurer according to standard Scottsbluff procedures.

g. Terrytown shall use the stationery and/or electronic permit forms supplied by Scottsbluff. All permits shall be entered, and the Director shall require that such application forms shall be properly executed and signed. Such permits shall be issued in the name of the City of Scottsbluff, Nebraska, on the behalf of the City of Terrytown, Nebraska, and signed by the Director. All orders in writing, whether formal or informal, made by the Director likewise shall be in the name of City of Scottsbluff on the behalf of the City of Terrytown, Nebraska, and signed as in the case of permits.

h. The Director shall maintain, at Scottsbluff City Hall, copies of all applications filed, and of all permits issued and orders made by the Director, records of service made of orders, correspondence received or sent by the Director, and reports made to Terrytown and such other records as the Terrytown City Clerk, by writing delivered to the Director, may request and may be authorized in writing by the City Manager of Scottsbluff. Such records shall be subject to examination in such office by the City Clerk of Terrytown, during the regular business hours of the Director. Upon payment of reproduction fees as determined by the City Manager of Scottsbluff, copies of these instruments will be delivered to Terrytown. Except for such custody, and subject to restrictions upon examination and copying of such records, such records shall be deemed to be records of Terrytown as if maintained in the Terrytown office. The part of the records as are determined by the Director to be public records of Terrytown shall be subject to examination and copying in his or her office by the public during regular business hours of the Director of Scottsbluff, and copies of records which are subject to such examination may be made and supplied by the Director upon payment to Scottsbluff of the cost thereof as determined by the City Manager of Scottsbluff.

i. The City Clerk of Terrytown shall have electronic access to reports, of all building permits issued by the Director under the ordinances administered under this Agreement;

The acts of the Director on behalf of Terrytown, including but not limited to permits issued and inspections, determinations, and orders made by him or her, shall be deemed, if they are within the scope of his or her duties as Director on behalf of Terrytown under this Agreement, to constitute acts of Terrytown, and shall not in any event be deemed to constitute acts of Scottsbluff; provided, acts done on behalf of Terrytown in the course of

performance of the Director's duties under this Agreement shall be deemed to, have been done in the course of performance of his or her duties as an employee of Scottsbluff.

6. Consideration to Scottsbluff.

In consideration for services to be provided by Scottsbluff to Terrytown as provided in this Agreement, (a) Scottsbluff shall retain all fees and charges collected by the Director as provided in this Agreement, and (b) if the aggregate amount so collected, or collectible, in a fiscal year (October 1 to September 30) shall be less than \$1,000.00, Terrytown shall pay to Scottsbluff the amount of the difference.

7. Director's Compensation, Expenses, Benefits.

a. Scottsbluff shall pay to the Director, as an employee of Scottsbluff, all compensation payable to such employee for services rendered, including services rendered by such employee as Director for Terrytown, and all expenses of such employee which are reimbursable under established policies of Scottsbluff in respect of the office of Director, including expenses incurred while rendering services for Terrytown. Scottsbluff also shall pay social security tax on the whole of the compensation paid by Scottsbluff to such employee; and shall at its expense maintain, in respect of the whole of the services performed by such employee unemployment compensation coverage, and health and life insurance, employee's pension and other benefits, if any, to the extent provided generally to full time employees of Scottsbluff other than police officers and fire fighters.

b. Terrytown shall not be liable for any of such expenses.

8. Supervision of Director.

a. Terrytown shall have no right to direct the means or methods of performance of the services to be performed by the Director on behalf of Terrytown; provided, the Director's interpretations of Terrytown's ordinances and of state or other law, and determinations and orders made by the Director shall be reviewable by the Board of Adjustment of Terrytown if otherwise reviewable under state law.

b. The Director, while performing duties shall be under the supervision of the City Manager of Scottsbluff, and such supervisory officer may direct what determinations or orders shall or shall not be made, what permits shall or shall not be issued, or what inspections shall or shall not be made, or the manner of making inspections, by the Director. The Director's interpretations of Terrytown's Construction ordinances and of state of other law, and determinations and orders made, and permits issued, by Director under such ordinances, are agreed by Terrytown and Scottsbluff not to be reviewable by the Board of Adjustment of Scottsbluff.

c. Anything to the contrary notwithstanding in this Agreement:

i. Legal advice to the Director concerning interpretation of Terrytown's Construction ordinances and the model codes to be administered by him or her under this Agreement shall be provided by Terrytown to the Director upon request, and the Director ordinarily shall act in accordance with such advice.

ii. Legal advice concerning the interpretation of this Agreement with respect to the duties of the Director (not including, for purposes of this

subparagraph, interpretation of Terrytown's ordinances and the model codes) likewise shall be provided by Terrytown to the Director upon request. The Director shall act in accordance with such advice, unless in an exceptional situation it shall appear to him or her that such action would, or could, be in violation of duties, or impair rights, of the Director as an officer and employee of Scottsbluff, in which event, the Director may, with the approval of the City Manager of Scottsbluff, consult with the City Attorney of Scottsbluff, or other attorney, concerning such duties or rights and may act in accordance with the advice of such attorney. In such latter situation, the Director shall make a prompt and complete report in writing to the City Clerk of Terrytown concerning the matter, together with a statement of his or her reasons for seeking such consultation and for his or her actions pursuant thereto.

9. Insurance; Indemnity; Restitution.

a. Scottsbluff at its expense shall maintain workmen's compensation, public liability and errors and omissions insurance covering both Scottsbluff and the Director in respect of performance of the latter's duties as Director on behalf of Terrytown under this Agreement, as well as in respect of performance of his or her other duties as Director of Scottsbluff. Such insurance shall be evidenced by a policy or policies naming as insured, and in the possession, of Scottsbluff, and which the City Attorney of Scottsbluff shall have certified to Scottsbluff as appearing to provide the coverage hereinabove described. Such policy(ies) may also name Terrytown as a covered party if requested by Terrytown and if, in addition, Terrytown shall separately pay to Scottsbluff the amount of the additional cost of such coverage. The City Clerk of Scottsbluff, prior to the date for commencement of the Director's duties as herein provided, shall deliver to the City Clerk of Terrytown a copy of such certificate and, if the City Clerk of Terrytown shall request, shall also deliver to such City Clerk a copy of such policy(ies) or certificate(s) of the carrier, acceptable in form to such City Clerk, acknowledging such coverage.

b. Terrytown also shall, and hereby does, indemnify Scottsbluff and hold it harmless from any claims by third persons of liability based upon acts or omissions, actual or alleged, of the Director in the course of performance of his or her duties as Director on behalf of Terrytown, and from any and all expense incurred by Scottsbluff in defending against such claims, to the extent that such liability and expense, or either, is not covered and reimbursed in full by insurance. A determination by any court of competent jurisdiction that this paragraph, or any provision thereof, is invalid shall not invalidate the other terms of this Agreement.

10. Restitution.

In the event this Agreement shall be determined by a court of competent jurisdiction to be invalid, in whole or in part, and Scottsbluff shall in that connection be held to be liable to Terrytown, for whatever reason, it is agreed that the limit of such liability shall be restitution by Scottsbluff under this Agreement, without interest. The actual amount of such liability, if determined to be less than the amount of fees so retained by Scottsbluff, shall be the amount so determined.

a. Terrytown and Scottsbluff shall approve this Agreement in a regular and open meeting and, to the extent and in the respects necessary and appropriate to cause Terrytown's and Scottsbluff's respective existing ordinances to conform in substance to the provisions of this Agreement, shall amend, supplement, or, as the case may be, repeal such existing ordinances. The instruments approving this Agreement, and amending, supplementing and repealing existing ordinances, shall be reviewed and jointly approved as to form by the City Attorney of Terrytown

and the City Attorney of Scottsbluff before submission to the respective City Council for enactment.

b. The City Clerk of Terrytown shall deliver or mail to the City Clerk of Scottsbluff a copy thereof, bearing a certificate of the City Clerk of Terrytown that such ordinances were duly enacted by the City Council and duly published as required by law. Likewise, the City Clerk of Scottsbluff shall deliver or mail to the City Clerk of Terrytown a copy thereof, bearing a certificate similar in form to that required to be mailed by the City Clerk of Terrytown.

11. Miscellaneous.

In entering into this Agreement, the parties are acting pursuant to authority conferred under Nebraska Statutes §18-1707, §18-1708 and the Interlocal Cooperation Act beginning at §13-801.

CITY OF TERRYTOWN, NEBRASKA,

By

_____, Mayor

Date: _____, 2025.

ATTEST:

City Clerk

CITY OF SCOTTSBLUFF, NEBRASKA,

By

Betsy Vidlak, Mayor

Date: _____, 2025.

ATTEST:

City Clerk