

Keith County Building Inspector Agreement

This agreement is made and entered into between Keith County, Nebraska of 511 N. Spruce Street, Ogallala, NE (hereinafter referred to as the County) and Mike Svoboda of 819 East C, Ogallala NE, the Keith County Building Inspector, (herein referred to as the Contractor). The County and the Contractor are entering into a contract to formalize their relationship and clarify the terms and agreements that have been made verbally.

This contract will commence August 4, 2020 for a three (3) month period. If both parties agree, the contract will be renewed for an approximate nine (9) month period ending June 30, 2021. The billing rate is \$30 per hour for all services provided to the County and the IRS adopted mileage rate for any miles driven on behalf of the county. On the monthly invoice, the Contractor is also to request reimbursement for authorized expenses paid on the county's behalf, such as postage and office supplies, supported by documentation of costs actually incurred.

The Keith County Building Inspector works under the general guidance and direction of the Keith County Commissioners. In addition to providing services to the citizens of Keith County, the Contractor will be working closely and cooperatively with the Keith County Planning & Zoning Board and the county's planning and zoning administration (currently West Central Nebraska Development District) and the County Surveyor.

After giving guidance and recommendations, the Contractor will respect the Planning & Zoning Board's recommendations and help enforce the Keith County Commissioners' decisions.

The Building Inspector's responsibilities are to:

- Do on-site inspections throughout specific stages of construction within Keith County, with the exception of the City of Ogallala and its two mile ETJ, the Village of Paxton and its one mile ETJ, and the Village of Brule and its one mile ETJ. The inspections need to be completed within 48 hours of scheduled request.
- Assist the Planning and Zoning Board and Keith County Board of Commissioners in the development of short and long range plans for the county. This includes land use, growth management, economic development, utility, housing, transportation, waste management, and other plans or codes to meet the County's needs and other inter-governmental agreements.
- Assist with the evaluation of land use proposals for conformity to established plans and resolutions; evaluate proposals' development impact as they relate to the adopted plans of the county and make recommendations.
- Evaluate land use proposals to insure compliance with applicable federal, state and local regulations. This includes (but is not restricted to) inspecting property lines and setbacks, footers, foundation, concrete slab, framing, drywall and finish, and UFER ground.

- Maintain accurate and complete records of activities and records relating to licenses, permits, maps, blueprints.
- Help maintain the master data base of information for planning purposes and review of previous projects.
- Answer questions from the public regarding clarification of building codes.
- Be visually aware of new construction that is going on in the county and confirming that proper permits have been issued.
- Ensure that projects are being done according to federal, state and local code and procedures.
- Attend professional development workshops and conferences to keep abreast of trends and development in the field of county planning.

The Contractor will use the building codes adopted by Keith County in 2016 which includes the 2015 International Building Code, 2015 International Residential Code and 2012 International Existing Building Code and all amendments thereafter.

The Contractor agrees to obtain ICC certification within one year of commencing duties with the County. The County will reimburse for the testing fee and certificate once it has been issued.

As a contractor for Keith County, the Building Inspector will provide their own transportation and cell phone.

To avoid a perceived conflict of interest, the Keith County Building Inspector will not be authorized to approve any projects in which they have any financial interest.

The Keith County Building Inspector must hold liability insurance with a minimum amount of one million dollars, paid by the Contractor.

The Duties and Responsibilities of the County are listed below.

The County and their Administrative Consultant (currently West Central Nebraska Development District, Inc.) will provide such assistance and guidance as required to support the objectives set forth in the duties and responsibilities of the contract.

The County and or their appointed legal counsel will enforce the terms of the planning/zoning regulations.

The County will provide an office and office equipment necessary to accomplish the Scope of Work.

The County will pay, in a timely manner, monthly invoices for work performed and mileage as submitted to them by the Contractor.

If the contractor fails to comply with the terms and conditions of this contract and duties, the County may pursue such remedies as are legally available including, but not limited to the suspension or termination of the contract.

This contract may be suspended while an investigation is held to confirm suspected lack of compliance. The County will notify the Contractor in writing if it is deemed necessary to temporarily suspend this contract. No work nor expenses should be incurred by the Contractor during the time of suspension.

The contract may be terminated if the Contractor fails to comply with the terms and conditions of the contract and any of the following conditions exist:

- The lack of compliance with the provisions of this contract are of such scope and nature that the county deems continuation of the contract to be substantially detrimental to the interests of the County;
- The Contractor has failed to take satisfactory action as directed by the county within the time specified.
- Or, if the County and the Contractor mutually agree that the whole contract or portions of it need to be terminated.

In the event that the County fails to pay the Contractor promptly or within 60 days after invoices are rendered, the Contractor may consider the County to be in breach of contract and terminate the contract. In such event, the County shall promptly pay the Contractor.

Either party may terminate this contract giving at least a 30 day notice in writing.

The County may require changes or modifications to the Duties and Responsibilities to be performed. Such changes will be in written form and incorporated in written amendments to this contract. The Contractor has the option to refuse the changes and therefore terminate the contract.

The contractor shall not assign nor transfer any interest in this contract, unless legally obligated.

The Contractor shall furnish the County reports as needed or requested regarding matters covered by this contract. Any information prepared or assembled by the contractor under this contract are confidential and the contractor agrees that they will not be made available to any individual or organization without prior written approval of the County unless the records are subject to the Nebraska Public Records Statutes.

No reports, maps, or other documents produce in whole or in part shall be subject of an application for copyright by or on behalf of the Contractor.

The Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments. The contractor shall hold the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

This agreement contains all the terms and conditions agreed to by the County and the Contractor.

The County and the Contractor have executed this contract agreement as of the date last written below.

Keith County, Nebraska

By: 

Date: 8-5-2020


Title: Toney Krajewski – Chairman, Keith County Board of Commissioners

Contractor, Mike Svoboda

By: 

Date: 8-7-2020

Approved as to legal Form:

County Attorney – Randy Fair: 

Date: 8/5/2020