

RESOLUTION 2017-257

A RESOLUTION FOR THE CITY OF SMITHS STATION, ALABAMA TO REQUEST BUILDING INSPECTION SERVICES.

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF SMITHS STATION, ALABAMA as follows:

WHEREAS, the public health, safety and general welfare is served by having uniform building and safety codes, and;

WHEREAS, the Lee County Commission has adopted such building codes and promulgated other rules, regulations, policies and procedures; and

WHEREAS, the Lee county Commission has established a building inspection department to enforce the building codes and carry out the related policies, and;

WHEREAS, the City of Smiths Station recognizes the need for and the importance of such building inspection services, and;

WHEREAS, the cost of establishing an independent building inspection department operated solely for the City is prohibitive; and

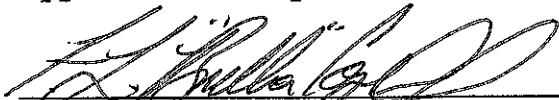
WHEREAS, the Mayor is duly authorized to enter into an agreement (exhibit A) with Lee County, Alabama; and

WHEREAS, excepting any Ordinances or Resolutions that conflicts with this Resolution.

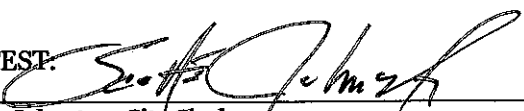
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Smiths Station, Alabama, does hereby request the Lee County Building Inspection Department to apply and enforce building codes within the city limits of Smiths Station, Alabama in accordance with the departments Enabling Act, and that said services shall be provided in all existing and after acquired territory existing within the boundaries of the City.

BE IT FURTHER RESOLVED, that the City of Smiths Station does hereby adopt and incorporate reference by reference as if fully set out herein, all building codes and related rules, regulations, policies and procedures currently adopted and established by or under the authority of the Lee County Commission, and as my be modified or amended in the future

Approved and adopted this 14th day of February, 2017.



F.L. "Bubba" Copeland, Mayor

ATTEST. 

Scott Johnston, City Clerk

(SEAL)



RESOLUTION 2017-257

**EXHIBIT
A**

AGREEMENT FOR SERVICES

**STATE OF ALABAMA
LEE COUNTY**

WITNESS, THIS Agreement entered into this _____ day of February, 2017, by and between Lee County, Alabama (herein referred to as the "County") and the City of Smiths Station, Alabama, a municipal corporation (herein referred to as the "Municipality") (collectively, County and Municipality are hereinafter referred to as the Parties"):

RECITALS

WHEREAS, County has adopted the International Code Council (ICC) International Building Code and International Residential Code and companion codes on plumbing, gas, and mechanical, all produced and promulgated by the International Code Council and the National Electrical Code (NEC) of the National Fire Protection Association, all pursuant to ALABAMA CODE §41-9-166 (1975), and

WHEREAS, Municipality has adopted Resolution 2017-257 on the 14th day of February, 2017 (a copy of which is attached hereto as "Exhibit A"), requesting County to apply and enforce building codes within the municipality limits of the Municipality;

WHEREAS, Mayor F. L. "Bubba" Copeland of the Municipality has been duly authorized and empowered to bind Municipality to the terms of this agreement;

WHEREAS, County has adopted Resolution _____ on the _____ day of _____, 2017 (a copy of which is attached hereto as "Exhibit B"), authorizing the Lee County Building Inspections Department to provide inspection services to Municipality;

WHEREAS, Chairman Bill English of the Lee County Commission has been duly authorized and empowered to bind County to the terms of this agreement;

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements contained herein, the parties do hereby agree, covenant, and contract as follows for each of the services so indicated below:

ARTICLE 1 - INSPECTION SERVICES

1.1 The International Building Code, International Residential Code, and companion codes on plumbing, gas, and mechanical, all as produced by the International Code Council, and the National Electrical Code of the National Fire Protection Association, together with all applicable administrative regulations and supplemental codes heretofore and hereafter adopted by the County, are hereby made applicable and shall apply to all land located within the municipal limits of the Municipality.

1.2 Municipality shall, within thirty (30) days of the effective date of the Agreement, adopt the International Building Code, International Residential Code and companion codes on plumbing, gas, and mechanical produced and promulgated by the International Code Council (ICC), and the National Electric Code (NEC) of the National Fire Protection Association and any subsequent amendments, changes, or upgrades hereto which are adopted and approved by the Lee County Commission for use in the unincorporated areas of the County. In the event the Lee County Commission shall in the future adopt for use in the unincorporated areas of the County updated editions of the building, construction, and related codes known collectively as the International Codes, promulgated and published by the International Code Council (ICC) and the National Electrical Codes, then and in that event Municipality shall, within thirty (30) days of receiving written notice that the Lee County Commission has adopted updated editions of building, construction, and related codes, adopt said updated codes for application within the municipal limits of said Municipality.

1.3 Building and/or construction projects lying within the municipal limits of Municipality shall be assessed and charged a permit fee equal to the fee schedule (attached hereto as "Exhibit C") adopted by the Lee County Commission in Resolution _____ on _____ <date> _____. Permit fees shall be collected and retained by the Lee County Building Inspections Department to offset the cost of providing services within the Municipality. Municipality acknowledges and expressly agrees that County shall have the authority to alter and adjust its fee schedule during the life of this Agreement, and any such alteration or adjustment to the County's fee schedule will be automatically incorporated into this Agreement. Fees collected by the Municipality related to zoning, planning, or other special fees shall be retained by the Municipality.

ARTICLE 2 - ADMINISTRATION

2.1 The initial term of this Agreement shall be two (2) years with one (1) year automatic renewals unless one party requests termination by giving written notice to the other party at least ninety (90) days before the date of the automatic renewal. The effective date of the Agreement shall be the date that the Agreement is signed by Mayor F. L. "Bubba" Copeland and Chairman English. County shall have no duty to perform under this Agreement until the Municipality performs its duties under paragraph 1.2 of this Agreement.

2.2 County and Lee County Building Inspections Department are hereby authorized and empowered to do all which is necessary to enforce the regulations referenced in this Agreement, including, but not limited to, pursuing legal, equitable, and/or injunctive relief.

2.3 County and its agents, servants, or employees shall not be liable for damages to any person, firm, corporation, or other entity, including governmental entities, arising out of a defect or an alleged defect, negligence, alleged negligence, or failure to inspect or adequately inspect improvement or building on any property or structure inspected pursuant to the provisions of this Agreement or for any other violation or alleged violation of any of the terms or provisions hereof. Nothing contained in this Agreement shall create any rights in favor of any third person, firm, corporation, entity, or individual, and no terms, provisions, or conditions hereof may be enforced against County or Municipality by any such person, firm, or entity other than the Parties actually entering into this Agreement.

2.4 Municipality shall, within thirty (30) days of the effective date of the Agreement, adopt ordinances and such resolutions as are necessary and/ or constructive to executing and enforcing the terms, provisions, and conditions of this Agreement. Municipality shall, within thirty (30) days after receiving written notice from County of the necessity of additional legislation to facilitate the execution and enforcement of the terms, provisions, and conditions of this Agreement, also adopt ordinances and such resolutions which become necessary and/ or constructive to executing and enforcing the terms, provisions, and conditions of this Agreement at any point in the future.

2.5 Any and all legal expenses, costs of defense, settlements, and/or payments of Judgments or claims incurred or suffered by County in the course of applying, enforcing, or otherwise administering the requested services within the Municipality shall be the responsibility of and be borne by the Municipality. Any such expenses, costs, or payments incurred by County shall be reimbursed within thirty (30) days of Municipality receiving written request from County. Municipality, thus, agrees to fully defend, indemnify, and hold harmless from any and all claims of any sort arising out of or related to County providing inspection services pursuant to this Agreement.

2.6 County shall supply the necessary forms and provide procedural guidance to Municipality personnel for purposes contemplated by this Agreement.

ARTICLE 3 - MISCELLANEOUS

3.1 Municipality shall at its sole cost and expense obtain liability insurance which shall provide liability insurance to County, Lee County Building Inspections Department, the Lee County Commission, and any of County's Commissioners, officials, agents, servants, employees, or other representatives in connection with County's inspection services to Municipality as set forth in this Agreement. If Municipality has such liability insurance in place insuring Municipality, Municipality shall have County, Lee County Building Inspections Department, the Lee County Commission, and any of County's Commissioners, officials, agents, servants, employees,, or other representatives added as additional named insureds under said policy. Said liability insurance shall be in an amount not less than one million dollars(\$1,000,000.00), and Municipality shall provide County with a Certificate of Insurance signed by the authorized representative of the insurer evidencing the insurance required by this Agreement.

3.2 Any written notice request required by this Agreement shall be sent by certified mail, returned receipt requested, or by hand delivery to the following addresses: Lee County, Alabama c/o lee County Building Inspections Department, Post Office Box 362, Opelika, Alabama 36803 and City of Smiths Station, Alabama, Post Office Box 250, Smiths Station, Alabama 36877.

3.3 The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

3.4 This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding this subject matter. This Agreement may be amended only in a written document, signed by both parties.

The Parties have caused this Agreement to be executed for them and on their behalf on the date first given above.

LEE COUNTY, ALABAMA

CITY OF SMITHS STATION, ALABAMA

Chairman, Lee County Commission

F. L. "Bubba" Copeland, Mayor

ATTEST:

ATTEST:

Scott Johnston, City Clerk

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

01/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

J. Smith Lanier & Co.
P.O. Box 70
West Point, GA 31833-0

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Alabama Municipal Insurance Corporation

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

CITY OF SMITHS STATION
P. O. BOX 250
SMITHS STATION, AL 36877

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	1102143520182	05/30/2016	05/30/2017	GENERAL AGGREGATE	\$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 2,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED. EXPENSE (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY	1102143520182	05/30/2016	05/30/2017	COMBINED SINGLE LIMIT	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
A	OTHER PROPERTY	1102143520182	05/30/2016	05/30/2017	BLANKET	\$ 3,615,594

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Proof of Insurance Only

CERTIFICATE HOLDER

Lee County Alabama c/o Lee
Cnty Building Inspection Dept.
P. O. Box 362
Opelika, AL 36803

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michelle Washburn