RESOLUTION AUTHORIZING CHAIRMAN TO SIGN SETTLEMENT AGREEMENT WITH THE NEBRASKA INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION (NIRMA) FOR HAIL DAMAGE TO GOVERNMENTAL PROPERTY AS A RESULT OF THE JUNE 16, 2017 STORM

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-112, the County Board shall have the power to settle any claims on behalf of the County; and,

WHEREAS, Sarpy County has made a claim for insurance coverage to compensate for the financial loss resulting from the June 16, 2017 hail damage to Governmental property belonging to the County; and,

WHEREAS, a settlement agreement has been proposed, and said agreement is fair and reasonable under the circumstances, and is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves the agreement and authorizes the Board Chairman to sign the Settlement Agreement with the Nebraska Intergovernmental Risk Management Association (NIRMA) for hail damage to Governmental property as a result of the June 16, 2017 storm.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the _______ day of ________, 2018.

Attest

Sarpy County Board Chairman

County Clerk

2018-094
Memo

To: Board of Commissioners

From: Brian Hanson

Re: Insurance Settlement

At the March 27, 2018 County Board Meeting, the Board will be asked to approve the attached Resolution and Settlement Agreement. The Settlement Agreement discloses the $74,749.08 received from NIRMA for damage done to Sarpy County property during the June, 2017 hailstorm. The payment has been reviewed and confirmed by Ross Richards. An attachment to the Settlement Agreement itemizes the loss to each building and vehicle. Please let me know if you have any questions.

Yours Truly,

Brian Hanson, Fiscal Administrator

cc: Dan Hoins
Scott Bovick
Deb Houghtaling
Ross Richards
March 19, 2018

Sarpy County
ATTN: Brian Hanson
1210 Golden Gate Dr.
Papillion, NE 68046

RE: NRMA file No. : VASARPY031318/GCSARPY031317
Insured : Sarpy County
Type of Loss : Hail
Date of Loss : June 29, 2017

Dear Mr. Hanson:

This letter and enclosure shall serve as notice that the above-referenced matter has been resolved by means of a settlement agreement. Enclosed, please find the original settlement agreement.

Pursuant to Neb. Rev. Stat. §84-713, certain settlement agreements entered into by public entities or insurers are public records. The information available to us indicates that the settlement agreement in this case would fall within the scope of the legislation because the amount involved is equal to or exceeds $50,000.00. The law therefore requires that this settlement be made an agenda item at the County Board's next meeting for informational purposes.

This matter will likewise be placed on the agenda for the next meeting of the NIRMA Board of Directors, and the settlement agreement retained for public disclosure upon request as required by law. If you do not agree with our analysis regarding the applicability of Neb. Rev. Stat. §84-713 to this settlement, please notify us as soon as possible.

Sincerely,

[Signature]

Bill Hilton, CPCU, AIC
NIRMA, Property / Liability Claims Adjuster

BOARD OF DIRECTORS

Doris Karloff
Saunders County

Jim Graves
Merrick County

Brian Hanson
Sarpy County

Jean Andrews
Dodge County

Larry Cerny
Fillmore County

Beth Fiegenschuh
Cheyenne County

Willis Luedke
Saline County

Ken Luette
Boone County

Mark Masterton
Scotts Bluff County

Ron Schmidt
Madison County

R. Buddy Small
Brown County
Enclosure: Proof of Loss
Settlement Agreement
Copy of Payment History
Copy of Fleet Schedule of autos damaged
Copy of Building Schedule of buildings damaged
SETTLEMENT AGREEMENT

Sarpy County, Nebraska

This settlement agreement is made and entered into this 19th day of March, 2018, by and between Sarpy County, Nebraska and Nebraska Intergovernmental Risk Management Association ("NIRMA") regarding a claim occurring on the 29th day of June 2017, involving:

Hail damage to real property and vehicles which have been evaluated for damage and considered in this settlement.

AGREEMENT AND RELEASE

Sarpy County and NIRMA agree that the claim submitted and to be paid by NIRMA to Sarpy County in the amount of $75,749.08 less applicable deductible of $1,000.00 for a net paid amount of $74,749.08, which Sarpy County agrees to accept in full settlement for such claim, and that in consideration of such payment, Sarpy County completely releases and forever discharges NIRMA or its agents or assigns regarding such claim listed above, and further represents it has provided to NIRMA all the information for damages it alleges have been incurred, or which may have occurred related to this claim for payment as a loss under the NIRMA policy in effect.

Dated this 27th day of March, 2018.

County of Sarpy, Nebraska

By: [Signature]
Board of Commissioners, Chairman

Nebraska Intergovernmental Risk Management Association (NIRMA)

By: [Signature]
Bill Hilton, NIRMA Property/Liability Claim Adjuster
To the

NFIRA

of

100 N. 12th Street, Suite 200, Lincoln, NE 68501-5216

At time of loss, by the above indicated policy of insurance, you insured—

Sarpy County

against loss by

To the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN

A loss occurred about the hour of o'clock M., on the 27th day of June, 2017, the cause and origin of the said loss were

OCCUPANCY

The building described, containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:

TITLE AND INTEREST

At the time of the loss, the interest of your Insured in the property described therein was None. No other person or persons had any interest therein or incumbrance thereon, except

CHANGES

Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except

TOTAL INSURANCE

THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of the loss, as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

VALUE

THE ACTUAL CASH VALUE of said property at the time of the loss was

LOSS

THE WHOLE LOSS AND DAMAGE was

-AMOUNT Claimed

THE AMOUNT CLAIMED under the above numbered policy is

-STATEMENTS OF INSURED

The said loss did not originate by any act, design or procurement on the part of your insured, or this officer; nothing has been done by or with the privity or consent of your Insured or this officer, to violate the conditions of the policy, or render it void, no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of Nebraska

County of Sarpy

Subscribed and sworn to before me this 27th day of March, 2018

Chairman, Sarpy County Board

Christine Anne Vance

Notary Public

Form recommended by the American Insurance Association - Notary Public
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I have reviewed the list and hereby attest to its accuracy. Date: _________________________________

Signature: _________________________________
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Total: $38,960,300

I have reviewed the list and hereby attest to its accuracy.

Date: