RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT WITH SARPY/CASS DEPARTMENT OF HEALTH FOR DEPARTMENT EQUIPMENT MAINTENANCE/REPAIR SERVICES

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, an agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, between the County and Sarpy/Cass Department of Health, a copy of which is attached, provides for Department equipment maintenance/repair service performed by the County for vehicles owned by the Department.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that the contract for Department equipment maintenance and repair with the Sarpy/Cass Health Department pursuant to the Interlocal Cooperation Act, a copy of which is attached hereto, is hereby approved, and the Chairman and the Clerk are hereby authorized to sign the same.

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 7th day of August, 2018.

ATTEST:

David Kelly
Sarpy County Board Chairman

Sarah Houghtaling
Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber

Re: Interlocal Agreement – Vehicle Equipment Maintenance for Health Department

On August 7, 2018, the County Board will be asked to approve the Interlocal Agreement between the Sarpy/Cass Department of Health and Sarpy County for the Health Department’s vehicle equipment maintenance and repair services. The agreement will authorize the use of the County’s Fleet Services Department for routine maintenance and repair of equipment owned by the Health Department. The County will be reimbursed for inventory at supplied cost plus 10% and labor will be $85 per hour. The Health Department has 4 trailers that will be maintained as part of this agreement.

Please contact me with any questions at bgarber@sarpy.com.

August 2, 2018

Beth Garber

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter “County”), and Sarpy/Cass Department of Health (hereinafter “Department”), pursuant to the authority granted the parties under Neb. Rev. Stat. § 13-801, et seq.

WHEREAS, the County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and

WHEREAS, the Department wishes to utilize the resources of the County’s Fleet Services Department and to fairly compensate the County for the expense of said service, outlined below; and,

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. §§ 13-801 through 13-827, the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

A. Purpose and Scope: The purpose of this Agreement is to make available to the Department equipment maintenance/repair service performed by the County. The County shall provide mechanical maintenance and repair service for equipment owned by the Department listed in Exhibit “A”, which is attached hereto and incorporated herein by this reference.

B. Scheduling Work: Whenever the Department desires to use County services to undertake routine maintenance or repair of Department equipment, the Department shall notify Sarpy County Fleet Services for scheduling the work. To the extent the Department equipment are in need of scheduled maintenance or unscheduled repair, such maintenance and/or repair will be provided on an “as needed” basis at the Sarpy County Fleet Services discretion with emergent repairs being undertaken as soon as reasonably possible.

C. Service Location and Transportation: Services on Department equipment shall be performed at the County’s Fleet Services location unless specific circumstances warrant the use of other necessary locations. The Department shall provide for transportation of equipment to and from the County Fleet Services location. In situation where the equipment is inoperative, the County’s Fleet Manager will determine whether the equipment shall be towed to the County location or repaired at the Department location.

D. Maximum Cost for Repairs: The cost for each repair work order shall not exceed Five Hundred and no/100 Dollars ($500.00) without consultation by the County with the Department. The Health Department Administrator, named below, will advise the County whether or not to proceed with specified repairs identified for particular equipment when charges exceed the above amount. Equipment repair estimates provided by the County are exactly that, estimates;
if repair costs are estimated to exceed the original estimate by over $100, the County will contact the Department for permission to proceed with the repairs.

E. **Standard Specifications and Preventative Maintenance Schedule:** Whenever the County has standard specifications in place of supplies or services requested by the Department, the County shall use such specifications in replacing parts and/or performing services requested. The County’s Preventative Maintenance schedule shall be use for Department equipment.

F. **Compensation:** Compensation for services rendered will be determined as follows:
   1. Purchased or County inventory parts will be supplied at cost + 10% for services provided.
   2. County labor shall be provided at a cost of Eighty Five and no/100 Dollars ($85.00) per hour for equipment maintenance and repair. Overtime labor shall be provided at 1.5 times the appropriate hourly rate.
   3. The County shall bill the Department monthly for any maintenance and/or repairs performed.
   4. The Department shall pay the County for services rendered with thirty (30) days of receipt of the statement.

G. **Records:** The County shall keep reasonably itemized and detailed records covering such cost of maintenance and repair.

H. **Compliance with Agreement:** Department and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this contract.

I. **Insurance and Hold Harmless Clause:** Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does hereby save the other party, and its officers, employees, and agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.

J. **Term of Agreement and Changes Hereto:** This Agreement may be terminated by either party upon 120 days’ notice. This Agreement shall be in full force and effect until such termination. This Agreement states the complete understanding of the parties, and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals show below:

**COUNTY:** Ms. Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Drive
Papillion, NE 68046
K. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

L. **Nondiscrimination:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

M. **No Separate Entity:** This Agreement does not create a separate legal or administrative entity under Neb. Rev. Stat. § 13-804(3). No other person or entity is a party to this Agreement, either directly or as a third party beneficiary.

N. **No Relief From Legal Obligations:** Pursuant to Neb. Rev. Stat. § 13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.

O. **Entire Agreement:** This instrument and its incorporated exhibits contains the entire Agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7th day of August, 2018.

Sarpy/Cass Health Department, NEBRASKA,

[Signature]
Sarah Schram, Director

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

[Signature]
Sarpy County Board Chairman
Board of Commissioners of Sarpy County, Nebraska

(SEAL)

Attest:

Deb Houghtaling, County Clerk

Approved as to Form:

[Signature]
Deputy Sarpy County Attorney
EXHIBIT A

The following is a list of equipment hereby affected by this Interlocal Agreement:

1. 2007 H&H TRAILER
   MODEL: SC121
   VIN: 4J6SC12167B094458

2. 2007 H&H TRAILER
   MODEL: SC121
   VIN: 4J6SC12157B093740

3. 2007 H&H TRAILER
   MODEL: SC121
   VIN: 4J6SC12157B093739

4. 2007 H&H TRAILER
   MODEL: SC121
   VIN: 4J6SC12127B095705