RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH URBAN UTILITIES FOR ROUTINE OPERATION AND MAINTENANCE SERVICE FOR THE SOUTHERN RIDGE LIFT STATION

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, the County of Sarpy desires to enter into an agreement with Urban Utilities for routine operation and maintenance service for the Southern Ridge Lift Station as described in the attached agreement; and,

WHEREAS, Urban Utilities has the required qualifications and experience to provide these services.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Urban Utilities, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk is hereby authorized to sign on behalf of this Board the agreement with Urban Utilities, a copy of which is attached, and any other related documents, the same being approved by the Board.

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 28th day of August, 2018.

[Signatures]

Sarpy County Board Chairman

Sarpy County Clerk

ATTEST:

[Signature]
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Southern Ridge Lift Station Operation and Maintenance Agreement

Sarpy County Environmental Services has worked with Urban Utilities in outlining a scope of work for routine operation and maintenance services for the Southern Ridge Lift Station. The services include weekly site visits to inspect the integrity of the station and its ability to perform consistent operations, including providing preventative maintenance procedures. This agreement will provide a single point of contact for all operation and maintenance service requests. Urban Utilities provides similar services to the County’s Commerce lift station.

The proposed agreement with Urban Utilities renews annually with a 3% escalation unless either part cancels with 90-day notice. Services will be provided at $358 per month. Please contact me with any questions at bgarber@sarpy.com.

August 21, 2018

Beth Garber

cc: Dan Hoins
Scott Bovick
Brian Hanson
Deb Houghtaling
Art Beccard
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after “County”, and Urban Utilities, Inc., hereinafter “Contractor”.

WHEREAS, County is desirous of contracting for Routine Operation and Maintenance Service for the Southern Ridge Lift Station for Sarpy County; and,

WHEREAS, Contractor has the required qualifications and experience to provide these services;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, County and Contractor agree as follows:

I. DUTIES OF CONTRACTOR

A. Provide Routine Operation and Maintenance Service as approved by Sarpy County.

B. Perform weekly (52) site visits to inspect the integrity of the station and its ability to perform consistent operations. This includes but is not limited to performing routine preventative maintenance procedures as outlined by Sarpy County:
   a. Lubricate all locks, hinges, and other equipment as needed.
   b. Monthly cleaning of the liquid level transducer.
   c. Quarterly cleaning of the floats.
   d. Semi-annual replacement of air filters.
   e. Bi-annual replacement of PLC batteries.
   f. Backflush combination air valve at lift station as required. Backflushing of air valves on force mail is not included.
   g. Website visit of station (in between field visits).

C. Perform emergency repairs as needed. Repairs other than Routine O&M required will be formally quotes and approval requested in advance. Emergency repairs will need to be requested by phone or other urgent messaging method. Service rates for Emergency repairs will be: M-F 8:00 a.m. – 5:00 p.m. at $85.00/hour with a 2 hour minimum. All after hour emergencies will be charged at $127.50/hour, with mileage and travel included.

D. Contractor will provide on call service 24/7/365 to respond to an emergency request within one hour of notification.

E. Contractor will provide written monthly summary reports of work completed along with the station flows and pump/generator run times will be included in the invoice.

II. DUTIES OF COUNTY

A. Sarpy County will be responsible for providing appropriate working space at the relevant Sarpy County facilities along with necessary, records and information requested by the Contractor and deemed necessary by Sarpy County pertinent to the service to be provided.
herein including written, audio/visual, and computer program resources.

B. Sarpy County will provide the following:

a. Communication/Alarm Service
b. Annual Generator Maintenance Contract and Fuel
c. Annual Pump Inspection Contract

C. Compensation for services described above shall be invoiced as follows:

a. Contractor shall bill Sarpy County for 52 weekly visits at $358.00/month.
b. Invoices shall be submitted no more frequently than every thirty (30) days and shall be due and payable within thirty (30) days of receipt. If Sarpy County objects to all or any portion of an invoice, the County shall so notify Contractor within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice, if any, not in dispute. The remainder shall be paid upon resolution of the dispute.

III. METHOD OF PAYMENT

A. All payments by the County under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

B. In the event the County is unable to release one or more payments by EFT, the Contractor agrees to accept payment by check or some other mutually agreeable method of payment.

IV. TOBACCO FREE NOTICE

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

V. TERM

This contract will automatically renew annually with a 3% escalation unless either party cancels ninety (90) days prior to renewal date.

VI. ASSIGNMENT

The Contractor may not assign this agreement without prior written consent of the County.

VII. INDEPENDENT CONTRACTOR

The Contractor shall in the performance of the contract at all times be an independent contractor and not an employee or agent of the County. The Contractor, its officers, employees and agents shall at no time represent the Contractor to be other than an independent contractor or represent themselves to be other than employees of the Contractor. As an
independent contractor, Contractor is responsible for all equipment outside County Facilities necessary to perform the contract.

VIII. TERMINATION

Either party may terminate the contract at any time with thirty (30) days written notice to the other.

IX. NON-DISCRIMINATION CLAUSE

Pursuant to Neb Rev. Stat. '73-102, Contractor declares, promises, and warrants she has 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 which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

X. CONFLICT OF INTEREST

Pursuant to Neb Rev. Stat. § 23-3113, the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

XI. RESIDENCY VERIFICATION

The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor is required and hereby agrees to 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation
required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect.4-108.

XII. BREACH

Should Contractor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Contractor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required services. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

XIII. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Contractor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Contractor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

XIV. SCOPE OF AGREEMENT

This Agreement shall contain the entire Agreement between the County and Contractor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Contractor. Notice to the County and Contractor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Contractor:

XV. INSURANCE

During the course of service this contract, the Contractor shall maintain Automobile Liability insurance.
XVI. TAXES AND WITHHOLDINGS

The Contractor shall be responsible for any and all taxes related to payment for her duties under this Agreement, including, but not limited to employment taxes. Furthermore, consistent with Contractor's independent contractor status, no withholdings shall be taken from the Contractor’s Payments from the County for services rendered under this Agreement.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 28th day of August, 2018.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Seal]

ATTEST:

Debra Houghtaling
Sarpy County Clerk

Don Kelly, Chairperson
Sarpy County Board Of Commissioners

Contractor: \underline{Lifepoint Healthcare Inc.}
By: \underline{Rene Nelson}
Title: \underline{President}

Approved as to Form:

Deputy County Attorney