

**RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE
SARPY COUNTY AND CITIES WASTEWATER AGENCY AND SARPY COUNTY,
NEBRASKA REGARDING VEHICLE PURCHASES AND RELATED COUNTY FLEET
SERVICES**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Section V of the Formation Interlocal, the Agency has the power and authority to, among other things, make and execute contracts, interlocal cooperation agreements, and other instruments necessary or convenient to exercise the Agency’s powers; and

WHEREAS, the Agency Board discussed the proposed Interlocal Agreement between the Agency and Sarpy County Regarding Vehicle Purchases and Related County Fleet Services, attached hereto as **Exhibit A** (the “County Fleet Interlocal”), and after discussion the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the execution of the County Fleet Interlocal.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD THAT the attached County Fleet Interlocal is hereby approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Chairman of the Agency Board is hereby authorized to execute on behalf of the Agency Board the County Fleet Interlocal, subject to clerical and/or administrative changes deemed necessary and approved by the Agency Board Chair and Agency Administrator and approved as to form by Agency legal counsel, and any other documents or instruments necessary to carry out the terms thereof.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 22nd day of September, 2021.

ATTEST:

Lisa A. Haine
Sarpy County and Cities Wastewater
Agency Secretary



David R. Kelly
Sarpy County and Cities Wastewater
Agency Board Chairman

Exhibit A

County Fleet Interlocal

[Attached]

**INTERLOCAL AGREEMENT BETWEEN THE SARPY COUNTY AND CITIES
WASTEWATER AGENCY AND SARPY COUNTY, NEBRASKA REGARDING
VEHICLE PURCHASES AND RELATED COUNTY FLEET SERVICES**

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made by and between the County of Sarpy, Nebraska (the “County”), and the Sarpy County and Cities Wastewater Agency (the “Agency”). The County and the Agency are collectively referred to herein as the “Parties”.

WHEREAS, the County is a political subdivision, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and five cities located in Sarpy County, Nebraska pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq. (the “Act”);

WHEREAS, the County is a Member (as defined in the Formation Interlocal) of the Agency;

WHEREAS, 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; and

WHEREAS, the Agency desires to utilize the resources and services of the County’s Fleet Services Department and to fairly compensate the County for the costs and expenses of the same.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals; Capitalized Terms.** The recitals set forth above are incorporated herein by this reference.

2. **Purpose.** The purpose of this Agreement is to make available to the Agency County surplus fleet vehicles for purchase and certain equipment maintenance/repair services performed by the County. The County may sell to the Agency surplus vehicles in the County’s fleet at fair market value. The County shall also provide mechanical maintenance and repair service for equipment owned by the Agency. Prior to any such service by the County, the Agency shall deliver to the County a list of the Agency’s equipment and vehicle inventory (“Inventory List”). Only equipment and vehicles on said Inventory List may be available to the County’s services under this Agreement.

3. **Scheduling Work.** Whenever the Agency desires to use the County's services to undertake routine maintenance or repairs of Agency equipment, the Agency shall notify the County Fleet Services Department for scheduling such work. To the extent the Agency equipment is in need of scheduled maintenance or unscheduled repairs, such maintenance and/or repairs will be provided on an "as needed" basis at the County Fleet Services Department's discretion with emergency repairs being undertaken as soon as reasonably possible.

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

5. **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 Agency. The Agency Administrator 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 Agency for permission to proceed with the repairs.

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

7. **Compensation.** Compensation for services rendered will be determined as follows:

(a) Purchased or County inventory parts will be supplied at cost *plus* ten percent (10%) for services provided.

(b) 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 hourly rate.

(c) The County shall bill the Agency monthly for any services and/or repairs performed.

(d) The Agency shall pay the County for services rendered within sixty (60) days of receipt of such bill.

8. **Records.** The County shall keep reasonably itemized and detailed records covering such costs of maintenance and repairs.

9. **Compliance with Agreement.** The Agency and County shall comply with all applicable Federal and State laws regarding the activities of either party under the terms of this Agreement.

10. **Insurance and Hold Harmless.** 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.

11. **Term; Changes.** This Agreement may be terminated at any time by either party upon 120 days' prior written notice to the other party. The Agreement shall be in full force and effect until such termination. This Agreement contains the complete understanding and agreement of the parties thereto with respect to the sale, maintenance and/or repair of Agency vehicles and equipment by the County Fleet Services Department. This Agreement may not be amended except by written agreement of the parties. This instrument and its incorporated exhibits contains the entire Agreement of the Parties and shall be binding upon the successors and assigns of the Parties.

12. **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.

13. **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.

14. **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.

15. **Cooperation.** The Agency and the County agree to execute and deliver all documents, provide all information, and take or forbear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and they shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party.

16. **No Assignment.** Neither party may assign its rights or obligations, in whole or in part, without the prior written consent of the other party.

17. **Effective Date.** This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until terminated in accordance with the terms hereof.

18. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act. The Parties agree:

(a) This Agreement does not establish any separate legal or administrative entity.

(b) Commencing on the Effective Date (as defined in Section 17), this Agreement shall continue in full force and effect until terminated in accordance with Section 11.

(c) The purpose of this Agreement is to memorialize the parties' respective rights and obligations to each other with respect to the County's provision of certain maintenance and repair services to the Agency's motorized vehicle(s).

(d) No separate financing is necessary for the implementation of this Agreement.

(e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the agreement of both parties as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.

(f) Any cooperative effort that is needed will be administered by the respective designees of each party. Except as otherwise provided herein, there will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

This Agreement is authorized by the vote and approval of the Agency and the County at public meetings duly held in accordance with applicable law, and the following execution by their respective authorized representatives.

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IN WITNESS WHEREOF, the Agency Board and the County Board of Commissioners approve this Agreement and hereunto sets their hands to this Agreement upon the day and year hereinafter indicated.

Executed by the Sarpy County and Cities Wastewater Agency this 22nd day of September, 2021.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision



By David R. Kelly
Chairperson, Agency Board

ATTEST:

Lisa A. Haine
Secretary, Agency Board

Executed by Sarpy County this 28th day of September, 2021.

SARPY COUNTY, NEBRASKA,
A Political Subdivision



By David R. Kelly
Chairperson, Board of Commissioners

Attest:

Renee Lousman
Sarpy County Clerk Chief Deputy

Approved as to form:

John V. Reitz
Sarpy County Attorney