

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING SERVICE AGREEMENT AND ADDENDUM
WITH GRP & ASSOCIATES, INC. FOR MEDICAL WASTE DISPOSAL**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a Service Agreement with GRP & Associates, Inc. for the purpose of providing medical waste disposal services to Sarpy County as detailed in the Service Agreement, a copy of which is attached as Exhibit A; and,

WHEREAS, the County of Sarpy desires to enter into an Addendum to the Service Agreement requiring GRP & Associates, Inc. to abide by Residency Verification requirements, which Addendum is attached as Exhibit B; and,

WHEREAS, entering into the professional Service Agreement with GRP & Associates, Inc. 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 and adopts the Service Agreement and Addendum with GRP & Associates, Inc.

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 Service Agreement and Addendum with GRP & Associates, Inc., copies of which are 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 27th day of September, 2011.

Tom Rickard
Sarpy County Board Chairman



Debra Venghtaling
County Clerk

SERVICE AGREEMENT

MWI#

GRP AND ASSOCIATES, INC., hereinafter referred to as "Contractor" agrees to provide a MEDICAL WASTE DISPOSAL SERVICE for STATE OF NEBRASKA DISTRICT 2, hereinafter referred to as "Customer," for a period of three (3) years starting September 27, 2011. The three (3) year term shall renew automatically for additional like term(s) of three (3) years unless either party shall give written notice of termination to the other party by certified mail at least thirty (30) days, but not more than ninety (90) days, prior to the scheduled renewal of the then existing term of three (3) years.

The services include, providing the containers and liners (does not include providing sharps containers) and picking up and disposing of the waste at an EPA approved site. The containers are manifested and a "Certificate of Destruction" is sent when the waste has been properly disposed of. The pick-up of the containers will be on a mutually agreed upon schedule of once every two weeks.

Fees for disposal of the waste are:

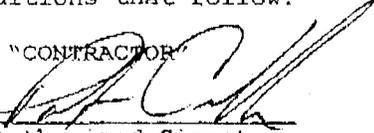
 X \$42.00 for the first large bio-hazard container and \$29.00 for each additional container picked up, each trip. If contractor is required to pick up in more than one location the price is \$42.00 for each container picked up. "Sharps containers" are to be placed within the large container for disposal.

 \$35.00 for the first small bio-hazard container and \$25.50 for each additional small container picked up, each trip. If contractor is required to pick up in more than one location the price is \$35.00 for each container picked up. "Sharps containers" are to be placed within the small container for disposal.

There is no charge for the disposal of sharps containers if they are put into the bio-hazard containers listed above. There is a charge even if you don't send box or sharps.

Customer certifies that all of the waste was generated by his facility or facilities under his control. Maximum weight of any one container shall be 35 pounds.

This is a legally binding contract. Contractor agrees to provide and Customer agrees to accept the above services and containers at the charges and frequency of collection as indicated. This Agreement also is subject to the terms and conditions that follow.

"CONTRACTOR"
BY: 
Authorized Signature

Pat Crellin

GRP & Associates, Inc.
218 10th Ave North
P.O. Box 94
Clear Lake, IA 50428-0094
888-858-1629 sales
888-858-1713 fax
800-207-0976 service

"CUSTOMER"
BY: 
Authorized Signature

Thomas Richards Chairman
Printed Name and Title

Sarpy County Drug Testing Laboratory
State of Nebraska District 2
1261 Golden Gate Dr., Ste 2-E
Papillion, NE 68046
402-593-1530 phone
402-593-2162 fax

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM: The term of this Agreement shall be for three (3) years from the effective date of service. The three (3) year term shall renew automatically for additional like term(s) of three (3) years unless either party shall give written notice of termination to the other party by certified mail at least thirty (30) days, but not more than ninety (90) days, prior to the scheduled renewal of the then existing term of three (3) years.

WASTE MATERIALS: Customer warrants that the waste or material delivered to Contractor hereunder will not contain any hazardous, toxic or radioactive wastes or substances as defined by applicable federal, state or local laws or regulations. Customer acknowledges that he will deliver only MEDICAL WASTE to Contractor. Customer agrees all waste will be properly packed in approved containers. Contractor shall acquire title to the waste material when loaded into Contractor's vehicles, provided, however, that title to and liability for the waste materials excluded from this Agreement above shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property of the environment arising out of breach of the warranty stated above. The warranties and indemnities contained herein shall survive the termination of the Agreement.

CHARGES AND PAYMENTS: Customer shall pay Contractor for services provided by Contractor in accordance with the Schedule of Charges shown on the face of the Agreement. Customer shall be liable for all taxes, fees or other charges imposed upon the disposal of Customer's waste materials by federal, state, or local laws or regulations. Payment shall be made by Customer within ten (10) days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor, at its sole option, may at any time, terminate this Agreement on notice to Customer and recover any equipment on the premises of Customer. Contractor may impose, and Customer agrees to pay, a late fee not to exceed the maximum rate allowed by applicable law for all past due payments.

DISPOSAL AND FUEL COST INCREASE: Since disposal charges, boxes, bags and fuel costs are a significant portion of the cost of Contractor's services provided hereunder, with a thirty (30) day notice Contractor may increase the unit price of the Schedule of Charges in an amount equal to any equivalent unit increase in disposal, boxes, bags, or fuel costs.

CHANGES: Changes in the Schedule of Charges, frequency of collection service, number, capacity and type of equipment may be agreed to orally or in writing by the Parties. Consent to oral changes shall be evidenced by the actions and practices of the Parties. If manifest or shipping papers are required by law to accompany the MEDICAL WASTE to the disposal facility, Customer is responsible for approval.

LEGAL ACTION: In the event of a breach of this Agreement by either Party, the breaching Party shall pay all reasonable attorney's fees, collection fees, court costs, and/or additional costs of the other Party incident to any action brought to enforce this Agreement. Customer agrees that this Agreement and any obligations of either Party arising hereunder shall be governed by the laws of the State of Iowa. Customer also agrees that in the event of default, Contractor may bring legal action against Customer in any jurisdiction, and the Customer expressly consents to the jurisdiction of the courts of the State of Iowa.

ASSIGNMENT AND BENEFIT: This Agreement shall be binding on the parties and their successors and assigns.

MISCELLANEOUS: If any conflict or differences exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern.

INDEMNIFICATION: Each Party agrees to indemnify, defend, and hold the other Party, its officers, directors, employees, agents, heirs, successors, and assigns harmless from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs or expenses which arise out of, or are associated with fulfilling this Agreement, or the inaccuracy or breach of any of the covenants, representations or warranties made in this Agreement, except to the extent such claims, demands, causes of action, liabilities, losses, damages, costs or expenses are due to the negligence, willful misconduct, or omissions of the Party, its agents or employees regarding the duties and obligations of the Party under the Agreement.

ENTIRE AGREEMENT: This Agreement embodies the entire Agreement and understanding between the Parties with respect to this Agreement and there are not agreements, understandings, conditions, warranties, or reproductions, oral or written, express or implied, with reference to the subject matter hereof, that are not merged herein and invalidated hereby. Except for changes in the Schedule of Charges as indicated above, this Agreement may not be modified except by an instrument in writing mutually executed by the Parties.

grp Medical Waste Disposal Service

Company Information:

GRP & Associates, Inc.
P.O. Box 94
218 10th Avenue North
Clear Lake, IA 50428-0094

Sales & Agreements
888-858-1629 p
888-858-1713 f

Scheduling & Supplies
800-207-0976 p
641-357-6548 p

Founded 1989

GRP & Associates was established in 1989 to fulfill a growing need for infectious medical waste disposal supplies and services. GRP provides medical professionals and other generators of potentially infectious waste with convenient and economical disposal solutions. We provide medical waste transportation services, mail-back sharps and mail-back medical waste disposal systems and a wide selection of sharps containers.

DOT # 0441104

Training:

All drivers receive annual Bloodborne Pathogen Training, Exposure Control Training and DOT training for packaging and shipping of medical waste. All drivers are required to have hepatitis B shots. New drivers ride with an experienced Training Driver for a minimum of one month.

Insurance:

Commercial General Liability \$1,000,000

Automobile Liability \$1,000,000

Services:

Medical Waste Disposal
Isolation Waste

Sharps Containers
Pathology Waste

Attachment A
Residency Verification

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor 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 Vendor indicates on such attestation form that he or she is a qualified alien,
the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Approved by Vendor:

Mike Rolleston 10-3-11
GRP & Associates, Inc.

Approved by County:

Tom Richard 9-27-11
Chairman
Board of Commissioners

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Cunard, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

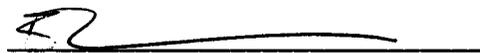
From: Beth Cunard

Re: Medical Waste Disposal

The Probation Office's contract for medical waste disposal (specifically urine) has been terminated. It is requested that the attached agreement with GRP & Associates, Inc. be approved for the disposal of their medical waste. The previous contract was for \$296.00 per month while this contract will be for \$42.00 per container. It is estimated that the new contract will be approximately \$84.00 per month.

Should you have any questions, please feel free to contact me at bcunard@sarpy.com.

September 23, 2011


Beth Cunard

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Jodi York