



LANCASTER COUNTY BOARD OF COMMISSIONERS
STAFF MEETING
THURSDAY, MAY 28, 2020
ZOOM MEETING

**VIEWING AVAILABLE VIA YOUTUBE AT <https://youtu.be/EoeCdCeX4mA>
8:30 A.M.**

Location Announcement of the Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the back of Room 112 and Room 113. The meeting will also be broadcast in Room 113 for those wishing to view it in person. Additionally, a copy of all written material to be discussed at today's meeting is available in Room 113. These materials can also be viewed on the County's website at lancaster.ne.gov. People wishing to reach the County Board can do so by going to the County website and filling out the "Contact Us" Form.

AGENDA ITEM

1. APPROVAL OF STAFF MEETING MINUTES FOR MAY 21, 2020

Documents:

[Staff Meeting Minutes 5.21.20.pdf](#)

2. 8:30 A.M. - LEGISLATIVE UPDATE

Joe Kohout and Brennen Miller, Kissel, Kohout, ES Associates

3. 8:45 A.M. - CONTRACT WITH COLLEGE OF LAW CHILDREN'S JUSTICE CLINIC FOR GUARDIAN AT LITEM AND JUVENILE JUSTICE APPOINTMENTS

Michelle Paxton, Children's Justice Clinic Director; and David Derbin, Deputy County Attorney

4. 9:00 A.M. - CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING

Sara Hoyle, Human Services Director

5. 9:15 A.M. - CABLE TELEVISION COSTS

David Young, Chief Information Officer

6. 9:30 A.M. - DEPARTMENT BUDGET HEARINGS

Dennis Meyer, Budget and Fiscal Officer

Link to OpenGov: <https://lancaster.opengov.com/>

A. Human Services / General Assistance (801, 804, 837)

Sara Hoyle, Human Services Director

Documents:

[Employee_Information - GA Operating.pdf](#)
[Employee_Information_-_Human_Services.pdf](#)

B. Juvenile Court (623)

Theresa Emmert, Juvenile Court Administrator

Documents:

[Computer Request - Juvenile Court.pdf](#)
[Employee_Information - Juvenile Court.pdf](#)
[Future_Projects_and_Upgrades - Juvenile Court.pdf](#)

C. Community Corrections (676)

Kim Etherton, Community Corrections Director

7. 10:15 A.M. - BREAK

8. 10:30 A.M. - ADDITIONAL APPROPRIATIONS

Dennis Meyer, Budget and Fiscal Officer

Documents:

[Calculated Additional Appropriations -Board Meeting.pdf](#)

9. 10:45 A.M. - COVID-19 UPDATE AND RESPONSE

A. In-Person County Board Meetings

10. ACTION ITEMS

A. Third Amendment to County Contract C-19-0243 with Great Plains Appraisal Company for Referee Coordinator Services

Documents:

[covid-19 referee coordinator_s amendment__05.26.2020.pdf](#)

11. DEPUTY CHIEF ADMINISTRATIVE OFFICER REPORT

A. Lancaster County 2020 Priorities

Documents:

[2020 Priorities.pdf](#)

12. DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

A. District Energy Corporation (DEC) Meeting

Tuesday, May 26, 2020
Flowerday / Schorr

13. SCHEDULE OF BOARD MEMBER MEETINGS

A. Railroad Transportation Safety District (RTSD)

Monday, June 1, 2020 @ 11:00 a.m.
Amundson / Vest

B. Chamber Coffee

Wednesday, June 3, 2020 @ 8:00 a.m.
Amundson / Flowerday

C. NACO County Board Workshop

Thursday, June 4, 2020 @ 8:00 a.m.
ALL

14. EMERGENCY ITEMS

15. ADJOURNMENT

**STAFF MEETING MINUTES
LANCASTER COUNTY BOARD OF COMMISSIONERS
ZOOM MEETING
THURSDAY, MAY 21, 2020
VIEWING AVAILABLE VIA YOUTUBE
8:30 A.M.**

Commissioners Present: Sean Flowerday, Chair; Roma Amundson, Christa Yoakum, and Deb Schorr

Commissioners Absent: Rick Vest

Others Present: Kerry Eagan, Chief Administrative Officer; Ann Ames, Deputy Chief Administrative Officer; and Dan Nolte, County Clerk

Advance public notice of the Board of Commissioners Staff Meeting was posted on the County-City Building bulletin board and the Lancaster County, Nebraska web site and provided to the media on May 20, 2020.

The Chair called the meeting to order at 8:34 a.m. and announced the Open Meetings Act is available at Neb. Rev. Stat. § 84-1401-1414.

AGENDA ITEM

1. APPROVAL OF STAFF MEETING MINUTES FOR MAY 14, 2020

MOTION: Schorr moved and Amundson seconded approval of the May 14, 2020 Staff Meeting minutes. Schorr, Amundson, Yoakum and Flowerday voted yes, Vest was absent. Motion carried 4-0.

2. LEGISLATIVE UPDATE – Joe Kohout and Brennen Miller, Kissel, Kohout, ES Associates LLC

The weekly legislative report (Exhibit 1) and interim studies drafts (Exhibit 2) were disseminated prior to the meeting.

Kohout reported that the Legislature is scheduled to reconvene on July 20th and adjourn on August 13th. Governor Ricketts has prioritized property tax relief and a business incentive package for the remainder of the session. Additionally, the Governor has extended the executive order allowing public bodies to meet by Zoom or other formats to June 30th.

Kohout encouraged the Board to set priorities regarding requests for interim studies as there will be fewer months available to conduct them due to the changes in the legislative schedule.

3. DEPARTMENT BUDGET HEARINGS – Dennis Meyer, Budget and Fiscal Officer

A. County Court (622) – Becky Bruckner, County Court Administrator, Judge Laurie Yardley, Judge Tim Phillips, and Judge Thomas Zimmerman.

The County Court budget as seen on OpenGov was reviewed (Exhibit 3).

Bruckner anticipated no additional funds being necessary for the remainder of the fiscal year. She said there may be expenses resulting from COVID-19, including supplies and equipment. Judge Yardley noted that courts will begin sessions starting in June and that at this time, it is somewhat fluid as to the equipment they may need.

Bruckner said much of the budget is being driven by legal services expenses. The rate for these services has increased, and it is difficult to predict the amount required. It is driven by the number of tickets written, the number of cases prosecuted, and how many cases the Public Defender has to conflict out.

Bruckner noted that there are two monitors in the budget for Courtroom 20 to replace old units.

Judge Yardley said the courts are looking to conduct more hearings remotely which may impact the need for equipment.

Judge Zimmerman requested that secure I-pads for a kiosk be supported for County Court. They would be located on first floor and utilized for video appearances for high risk individuals. They could also potentially be located in the 605 Building.

B. Emergency Management (6931) –Jim Davidsaver, Emergency Management Director

The Emergency Management budget as seen on OpenGov was reviewed (Exhibit 4).

Davidsaver provided an overview of his budget (Exhibit 5). He said no additional funds will be needed for the remainder of the fiscal year. Information Services expenses are increasing next fiscal year primarily due to GIS costs.

He said that with the completion of the Emergency Operations Center and the upgraded radio system, they will have a fairly stable budget as equipment has been upgraded.

Davidsaver is exploring the addition of an Emergency Management Specialist that would assist his department with planning for continuity of operations as well as for disaster training drills. He noted that up to 50% of this cost may be covered by Homeland Security and the other 50% would be shared by the County and the City.

Long term needs include storage which is now being furnished by the Airport Authority. They are currently sharing space with the Sheriff's Office on Cherrycreek Boulevard and that space may be needed by the Sheriff's Office in the future.

C. County Clerk (602) – Dan Nolte, County Clerk; Cori Beattie, Chief Deputy Clerk; Kevin Nelson, Accounting Operations Manager

The County Clerk budget as seen on OpenGov was reviewed (Exhibit 6).

Nelson confirmed that the previous additional appropriation projection of \$55,000 should be sufficient. He noted that 75% of the Clerk's budget is allocated to payroll and that next year's budget includes funding for three new positions to assist with centralized payroll.

Computer costs for the ensuing fiscal year include new software to track fixed assets, as well as six laptops which will allow staff who telework to have better technology available. In response to a question from Amundson, Nelson confirmed that these devices will replace existing desktop computers.

4. GRANT REQUEST OF \$425,000 TO DEPARTMENT OF JUSTICE (INTERVENTION STRATEGIES FOR GIRLS IN JUVENILE JUSTICE) – Sara Hoyle, Human Services Director

Hoyle said the program will involve the YWCA and include middle and high school aged girls in the juvenile justice system.

The Clerk's Office lost contact with the Zoom meeting.

MOTION: Amundson moved and Schorr seconded approval of the grant request. Amundson, Schorr, Yoakum and Flowerday voted yes. Vest was absent. Motion carried 4-0.

5. (A) REVIEW OF BOARD OF EQUALIZATION LETTERS; AND (B) POLICIES AND PROCEDURES – Cori Beattie, Chief Deputy County Clerk; Dan Nolte, County Clerk; Leslie Brestel, County Clerk's Office; Cody Gerdes and Jason Pickerell, Great Plains Appraisal

Beattie asked the Board to approve the letters pertaining to valuation protests that will be mailed to property owners and their representatives at various times during the process. These included the TERC letter, the referee hearing letters (phone and in person), the waived hearing letter and the final value letter.

Gerdes asked that the in person referee hearing letter not be approved until some concerns related to the process can be finalized.

Beattie offered a change to the referee phone hearing letter (Exhibit 7).

Regarding the referee phone hearing letter, Gerdes requested that the Board change the words "in person" to "face to face" to align with the statutory wording.

MOTION: Schorr moved and Yoakum seconded approval of the TERC letter, the phone hearing letter including the discussed wording changes, the waived hearing letter and the final value letter. Amundson, Schorr, Yoakum, and Flowerday voted yes. Vest was absent. Motion carried 4-0.

Gerdes said Great Plains has requested that the Governor and Attorney General authorize Zoom hearings instead of in person hearings due to the COVID-19 pandemic. He expressed concern for the safety and wellbeing of his staff, other appraisers and citizens.

Jen Holloway, Deputy County Attorney, said State statute requires that in person hearings be held. People will still have the option to participate in a phone hearing or to waive a hearing.

Gerdes expressed concern about potential exposure to the virus and requested that individuals be required to sign a waiver of liability before participating in an in person hearing. Further discussion of the in person hearing letter and policies and procedures will be scheduled for the May 26th County Board meeting.

Discussion followed on the statutory language related to hearings.

MOTION: Yoakum moved and Schorr seconded to change the previously approved "face to face" wording in the phone hearing letter back to "in person". Yoakum, Schorr, Amundson, and Flowerday voted yes. Vest was absent. Motion carried 4-0.

6. BREAK

No break was taken.

7. WAVERLY SENIOR CENTER – Randy Jones, Aging Partners Director

Jones indicated that attendance at the Waverly Senior Center has been declining. He said they moved those services from St. James Methodist Church to the VFW facility but there was no change in attendance. On average two people per day are attending the lunches. Jones felt it is not feasible to continue operation of the center due to the low attendance. Home delivered meals will continue to be offered to those who need that service.

MOTION: Amundson moved and Yoakum seconded to close the Waverly Senior Center. Amundson, Schorr, Yoakum, and Flowerday voted yes. Vest was absent. Motion carried 4-0.

8. COVID-19 UPDATE AND RESPONSE

- A. Judges Requests for Additional Resources Including a Nurse for Public Health Screenings and Additional Cleaning**
- B. Hiring of Nurses for Health Screenings and Potential Reimbursement**

Items A and B were discussed together per direction of the Chair.

Present were Judges John Coburn and Kevin McManaman.

Judge McManaman commented on the uniqueness of the courts in that people are not there on a voluntarily basis and said safety procedures are being developed as there can be large groups of people, including attorneys and jurors, in close proximity. He said it is imperative that jurors be protected and feel safe.

Judge Coburn felt people should be screened before entering the building with temperatures being taken and health assessment questions being asked. He added people in court will be required to wear masks with accommodations made for ADA compliance.

Judge McManaman noted that other courts, the Public Defender, County Attorney, and others are supportive of screening and masks.

Judge Coburn noted that some City employees, as well as those attending some public meetings, are already being asked the health screening questions. He felt signage is not enough of a deterrent to keep people from entering the building should they have COVID-19 symptoms. Flowerday supported the use of masks, taking temperatures and asking screening questions.

Terry Wagner, County Sheriff, and Jerry Witte, Deputy County Sheriff were also present.

Jen Holloway, Deputy County Attorney, expressed concern with confidentiality issues regarding screening questions. Judge Coburn felt those concerns can be accommodated.

Witte discussed having a nurse available to administer the screening and various scenarios that could arise such as what happens when someone with symptoms is present or if someone admits to having symptoms when they do not.

Schorr said there may be nurses at the Lincoln-Lancaster County Health Department that could provide the screening services. She wanted to explore this as an option. Witte replied that the City Law Department recommended that a private service be utilized. Ames added that federal reimbursement could offset the cost.

Judge Coburn anticipated courts resuming June 1st on a limited basis with jury trials starting possibly in July.

Amundson asked if there was an existing contract for medical services and requested there be further discussion and clarification on this subject at the May 26th Board meeting. She also asked that Pat Lopez, Interim Health Department Director, attend to assist with questions.

Pat Condon, County Attorney, pointed out that screenings at the Hall of Justice entrance could cause delays on busy days.

Judge Coburn suggested encouraging court appearances by Zoom when possible. He said only those required to be present will be in the building.

It was noted that some courts may be held off site. Schorr asked about the associated cost. Judge Coburn said it will probably be the County's responsibility. This would also place a burden on the Sheriff's Office who must provide security. Schorr asked if there will need to be medical screeners at each site. Judge McManaman said the goal is to utilize as much space in the Hall of Justice and the 605 Building as possible.

Witte said normally there can be 2,000 persons a day entering the complex and that by using unfinished space in the 605 Building, they can utilize a single point of entry into both buildings. Amundson requested that Kerin Peterson, Building Manager, be at the Tuesday meeting.

9. DEPUTY CHIEF ADMINISTRATIVE OFFICER REPORT

A. Lancaster County 2020 Priorities

Ann Ames said there is nothing new to report.

10. DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

A. JDAI Collaborative Meeting – Amundson / Yoakum

Amundson said discussion included adjustments people are having to make due to the pandemic, and how to meet those needs. She said the Malone Center remains open to provide youth services, and they are taking precautions during the pandemic. Boys and Girls Clubs are doing on line mentoring as well as providing food distribution. The Salvation Army is providing food distribution and rental assistance.

B. Parks and Recreation Advisory Board – Vest

No report was given.

C. Emergency Medical Oversight Governing Board Meeting – Flowerday

No report was given.

D. LIBA Elected Officials Forum – Vest / Yoakum

No report was given.

E. Visitors Promotion Advisory Committee – Amundson

The meeting was cancelled.

Yoakum said the Mental Health Crisis Center is providing about eleven screenings per month at the request of the Lincoln Police Department. She said Region V anticipates no major changes in their budget.

11. SCHEDULE OF BOARD MEMBER MEETINGS

Informational only.

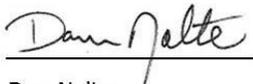
12. EMERGENCY ITEMS

There were no emergency items.

13. ADJOURNMENT

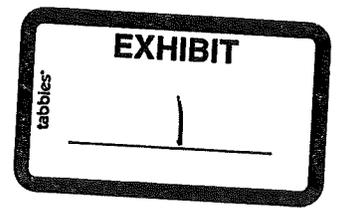
MOTION: Schorr moved and Yoakum seconded to adjourn the meeting at approximately 11:20 a.m. Schorr, Amundson, Yoakum and Flowerday voted yes. Vest was absent. Motion carried 4-0.

Note: Clerk did not write down the time the meeting ended.



Dan Nolte
Lancaster County Clerk





**Kissel, Kohout,
ES Associates LLC**

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LEGISLATIVE MEMORANDUM

TO: Lancaster County Board of Commissioners

FROM: Joseph D. Kohout
Brennen L. Miller

DATE: May 21, 2020

RE: Weekly Report

Good Morning. Please accept this as your weekly report for the 2020 session of the Legislature for the date noted above. Since the last report on May 14, 2020, the Legislature has remained in recess due to COVID-19 concerns. However, Speaker Scheer has announced that the Legislature will reconvene on July 20th and will adjourn Sine Die on August 13th. Further, he has indicated that in the coming weeks he will be providing a memo regarding safety procedures that will be utilized for the remaining 17 days.

INTERIM STUDIES

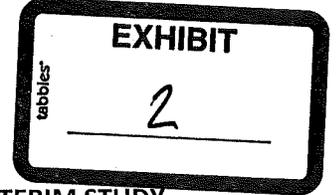
We have mentioned in previous reports that we should pull together ideas for interim studies. Here is what has been received:

1. 24/7 Sobriety;
2. Review of fees and fines;
3. LR183 follow up;
4. Move the cost of housing HHS Offices back to the state; and
5. Minimizing barriers for individuals being released from the County Jail to obtain a state ID

We attached draft versions of the interim studies 1, 2, 3, and 5 for your review last week. We have attached a draft of interim study 4 as part of this week's report. We encourage its review for potential action next week.

As we have previously mentioned, we will need to be cognizant of is how much time we have post-adjournment to do interim studies. With session adjourning on August 13, 2020 and elections in November, the window for interim studies will be abbreviated.

This concludes our report for this week.



COORDINATING BETWEEN MENTAL HEALTH RECORDS AND LAW ENFORCEMENT INTERIM STUDY

ONE HUNDRED SIXTH LEGISLATURE

SECOND SESSION

LEGISLATIVE RESOLUTION X

Introduced by X

PUPRPOSE: The purpose of this interim study is to examine whether continuity of care and safety for individuals and the public can be enhanced by allowing mental health providers to coordinate with law enforcement. The study shall include, but not be limited to, a review of mental health records without violating state for federal law.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONE HUDNRED SIXTH LEGISLATURE OF NEBRASKA, SECOND SESSION:

1. That the Judiciary Committee of the Legislature shall be designated to conduct an interim study to carry out the purposed of this resolution
2. That the committee shall upon the conclusion of its study make a report of its findings, together with its recommendations, to the Legislative Council or Legislature.

24/7 SOBRIETY INTERIM STUDY

ONE HUNDRED SIXTH LEGISLATURE

SECOND SESSION

LEGISLATIVE RESOLUTION X

Introduced by X

PUPRPOSE: To study coordination of efforts to find alternatives to incarceration for offenses that involve operating a motor vehicle under the influence of alcohol or other drugs. Particularly, allowing counties to create and implement 24/7 sobriety programs, and allow for application of such permits, in which participants are tested twice daily at designated facilities for evidence of alcohol or drug consumption in place of incarceration or other conditions of bond.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONE HUDNRED SIXTH LEGISLATURE OF NEBRASKA, SECOND SESSION:

1. That the Judiciary Committee of the Legislature shall be designated to conduct an interim study to carry out the purposed of this resolution
2. That the committee shall upon the conclusion of its study make a report of its findings, together with its recommendations, to the Legislative Council or Legislature.

REVIEW OF FEES AND FINES INTERIM STUDY

ONE HUNDRED SIXTH LEGISLATURE

SECOND SESSION

LEGISLATIVE RESOLUTION X

Introduced by X

PUPRPOSE: As partners in delivering essential governmental duties to citizens in Nebraska, county governments undertake implementing statutorily required services on a daily basis. Numerous required services have statutorily set fees or fines. This study will examine these set amounts, and the experienced costs when administering these services by county governments.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONE HUDNRED SIXTH LEGISLATURE OF NEBRASKA, SECOND SESSION:

1. That the Government, Military & Veterans Affairs Committee of the Legislature shall be designated to conduct an interim study to carry out the purposed of this resolution
2. That the committee shall upon the conclusion of its study make a report of its findings, together with its recommendations, to the Legislative Council or Legislature.

BARRIERS TO STATE I.D. FOR COUNTY JAIL INMATES

ONE HUNDRED SIXTH LEGISLATURE

SECOND SESSION

LEGISLATIVE RESOLUTION X

Introduced by X

PUPRPOSE: This study will examine what barriers may exist for inmates in county correctional facilities who are in the process, or have recently been released and the ability to obtain state identification, which will be essential to rejoining their communities. The study shall also explore possible avenues to easing any barriers that are found to be on hindrance to those inmates seeking a form of state identification.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONE HUDNRED SIXTH LEGISLATURE OF NEBRASKA, SECOND SESSION:

1. That the Judiciary Committee of the Legislature shall be designated to conduct an interim study to carry out the purposed of this resolution
2. That the committee shall upon the conclusion of its study make a report of its findings, together with its recommendations, to the Legislative Council or Legislature.

COUNTY COST TO HOUSE DHHS OFFICES

ONE HUNDRED SIXTH LEGISLATURE

SECOND SESSION

LEGISLATIVE RESOLUTION X

Introduced by X

PURPOSE: Since 1983, it has been an incumbent duty of counties to provide space for, or to pay rent for, office and service space used by the Department of Health and Human Services for the administration of public assistance programs. In recent years efforts to remove state aid to counties and growing burdens placed on counties have created questions concerning the equity of the status quo payment processes. This study will examine the current burden on counties in regards to these costs as well as potential property tax relief that could be given to the payers in those few counties who are saddled with this responsibility.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE ONE HUDNRED SIXTH LEGISLATURE OF NEBRASKA, SECOND SESSION:

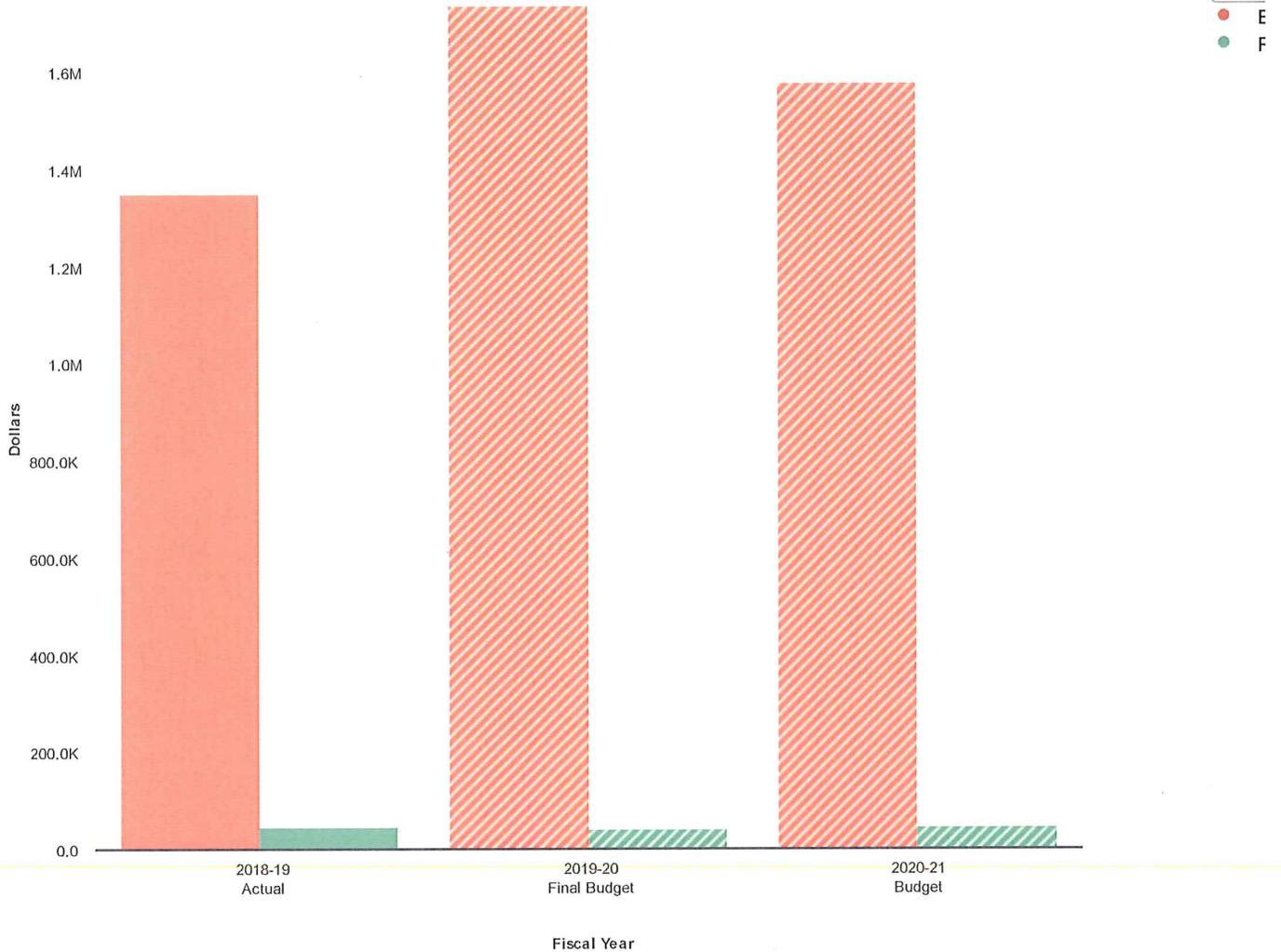
1. That the Government, Military, and Veterans Affairs Committee of the Legislature shall be designated to conduct an interim study to carry out the purposed of this resolution.
2. That the committee shall upon the conclusion of its study make a report of its findings, together with its recommendations, to the Legislative Council or Legislature.



May 21, 2020 Department Budget Hearings

County Court

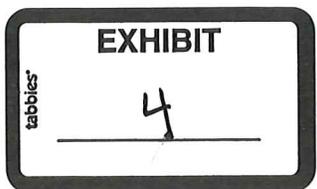
Visualization



Collapse All	2018-19 Actual	2019-20 Final Budget	2020-21 Budget
REVENUES	\$ 46,199	\$ 41,100	\$ 46,600
CHARGES FOR SERVICES & FEES	46,156	41,000	46,500
OTHER SERVICE REVS/REIMB	43,401	41,000	45,500
(55896) Other Reimb & Refunds	31,725	29,000	35,000
(55876) Court Cost Reimbursement	7,847	7,000	7,500
(55882) Witness Fee Reimbursement	3,829	5,000	3,000
FEES	2,755	0	1,000
(55410) DUI Testing Fees	2,755	0	1,000
OTHER REVENUES	43	100	100
OTHER MISC REVENUE	43	100	100
(58595) Other Miscellaneous Revenues	43	100	100
EXPENSES	1,351,221	1,735,497	1,579,212
OTHER CHARGES & SERVICES	1,312,053	1,676,847	1,523,837
OTHER CONTRACTED SERVICES	680,780	1,026,276	915,881
(64120) Legal Services	614,675	952,000	852,000

Collapse All	2018-19 Actual	2019-20 Final Budget	2020-21 Budget
(64225) Court Competency Evaluations	49,031	57,000	57,000
(64286) VOIP Information Services	11,597	11,597	0
(64285) City Information Services	3,079	3,081	4,283
(64145) Armored Car Service	2,398	2,598	2,598
▼ RENTALS	511,573	515,103	515,103
(66520) Building Rent	506,581	506,581	506,581
(66510) Office Equipment Rentals	4,992	8,522	8,522
▼ POSTAGE, COURIER & FREIGHT	48,154	49,000	49,000
(64855) Postage	48,154	49,000	49,000
▼ MISC FEES & SERVICES	45,506	58,075	11,675
(65735) Guardian Ad Litem	39,763	49,000	2,500
(65640) Witness fees	5,280	8,000	8,000
(65665) Books & Subscriptions	463	800	900
(65845) Other Misc Fees & Services	0	275	275
▼ PRINTING & ADVERTISING	22,870	25,000	28,500
(64915) Photocopying	16,290	17,500	18,000
(64910) Printing	6,580	7,500	10,500
▼ COMMUNICATIONS	2,228	2,278	2,363
(64820) Internet/Data Processing Svcs	1,248	1,248	1,248
(64810) Telephone - Local	976	1,000	1,100
(64815) Telephone - Long Distance	4	30	15
▼ REPAIR & MAINTENANCE COSTS	943	1,100	1,300
(66220) Office Equipment R&M	943	800	1,000
(66215) Furniture & Fixture R&M	0	300	300
▼ TRANS, TRAVEL & SUBSISTANCE	0	15	15
(64725) Mileage	0	15	15
▼ SUPPLIES	36,960	53,000	53,000
▼ OFFICE SUPPLIES	36,388	52,000	52,000
(63120) Duplicating Supplies	23,868	25,000	25,000
(63110) Office Supplies	12,520	27,000	27,000
▼ OPERATING SUPPLIES	572	1,000	1,000
(63345) Other Operating Supplies	572	1,000	1,000
▼ CAPITAL OUTLAY	2,208	5,650	2,375
▼ EQUIPMENT	2,208	5,650	2,375
(67465) Furniture & Fixtures	989	2,125	1,875
(67415) Office Equipment	1,219	910	500
(67495) Other Misc Equipment	0	2,615	0
Revenues Less Expenses	\$ -1,305,022	\$ -1,694,397	\$ -1,532,612

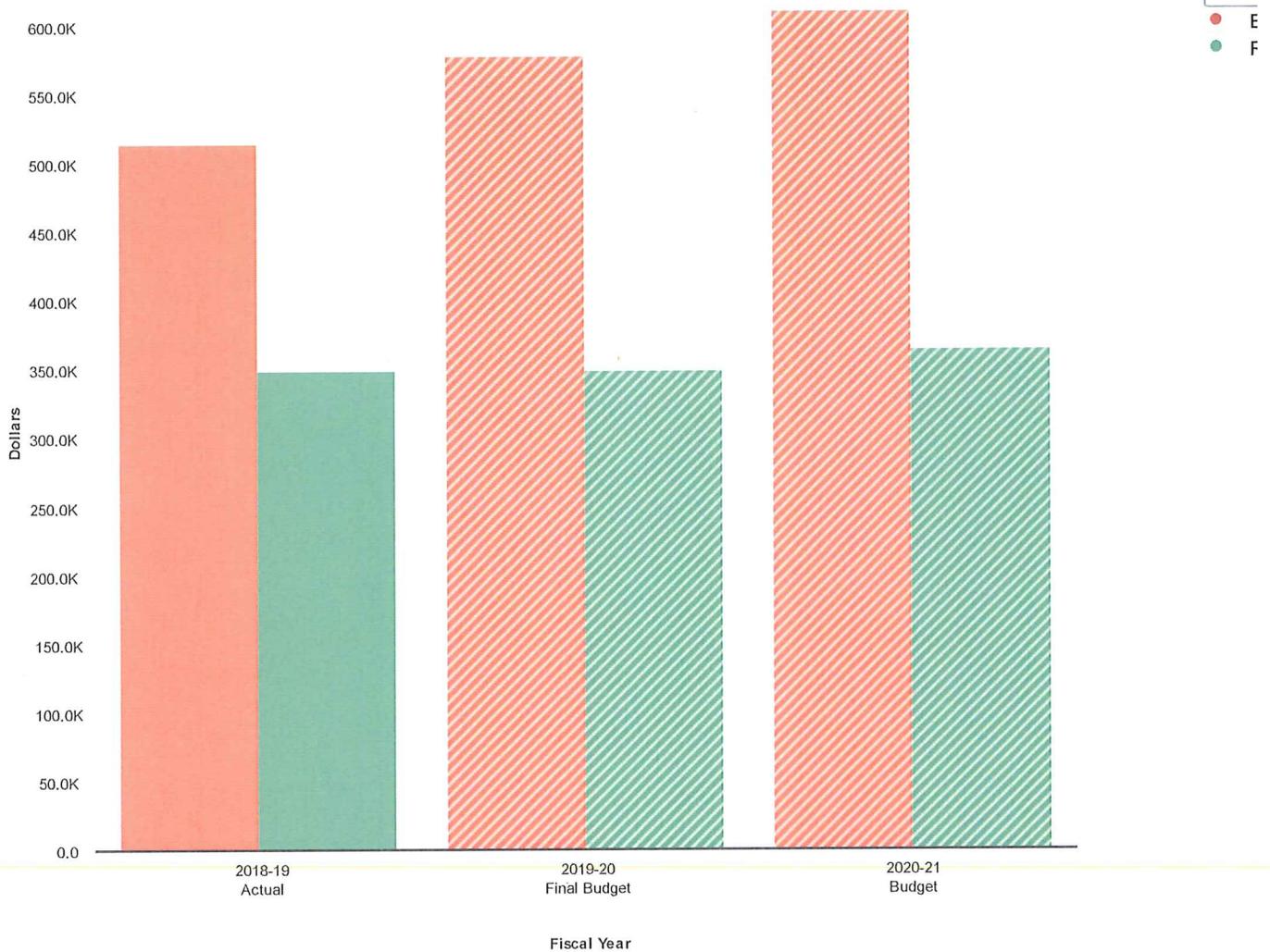
Data filtered by Types . County Court and exported on May 18, 2020. Created with OpenGov



May 21, 2020 Department Budget Hearings

Emergency Management

Visualization



	2018-19 Actual	2019-20 Final Budget	2020-21 Budget
Collapse All			
▼ REVENUES	\$ 349,249	\$ 349,215	\$ 365,088
▼ INTERGOVERNMENTAL REVENUE	224,418	229,215	245,088
▼ OTHER INTERGOVERNMENTAL	222,149	229,215	245,088
(54840) Joint Budget City of Lincoln	222,149	229,215	245,088
▼ FEDERAL REVENUES	2,269	0	0
(54190) FEMA EMA Reimbursement	2,269	0	0
▼ TRANSFERS	120,000	120,000	120,000
▼ FUND TRANSFERS	120,000	120,000	120,000
(59310) Grant Transfers	120,000	120,000	120,000
▼ OTHER REVENUES	4,831	0	0
▼ SALE OF FIXED ASSETS	4,831	0	0
(58210) Sale of Equipment	4,831	0	0
▼ EXPENSES	514,815	578,431	610,175
▼ PERSONAL SERVICES	280,725	286,729	295,146
▼ SALARIES & WAGES	199,684	203,173	209,088

Collapse All	2018-19 Actual	2019-20 Final Budget	2020-21 Budget
(61110) Official's Salary	76,132	77,684	79,323
(61150) Deputy's Salary	62,809	64,089	67,077
(61210) Regular Salary	60,744	61,400	62,688
▼ EMPLOYEE BENEFITS	79,475	81,885	84,303
(61530) Group Health Insurance	45,508	46,650	48,006
(61520) Retirement Contributions	15,575	15,847	16,309
(61510) FICA Contributions	14,702	15,543	15,995
(61660) Post-Employment Health Program	1,950	1,950	1,950
(61540) Group Dental Insurance	1,177	1,245	1,374
(61650) Long-Term Disability	563	650	669
▼ OTHER COMPENSATION COSTS	1,566	1,671	1,755
(61750) Workers' Comp Insurance	1,566	1,671	1,755
▼ OTHER CHARGES & SERVICES	217,741	268,417	293,779
▼ OTHER CONTRACTED SERVICES	116,453	149,608	174,638
(64170) Equip Maintenance Agreements	37,840	62,000	62,000
(64288) GIS Information Services	33,004	30,438	58,246
(64295) Other Misc Contracted Svs	32,561	43,000	43,000
(64285) City Information Services	4,712	7,522	10,186
(64286) VOIP Information Services	8,268	6,198	0
(64215) Cable TV Service	68	450	450
(64175) Comput Softwr Maint/License	0	0	756
▼ RENTALS	50,180	37,913	37,913
(66520) Building Rent	50,180	37,913	37,913
▼ REPAIR & MAINTENANCE COSTS	10,282	37,600	34,000
(66395) Warning Sirens R&M	3,460	22,000	22,000
(66210) Motor Vehicle R&M	6,694	8,600	7,500
(66410) Other Equipment R&M	0	4,000	2,500
(66265) Communication Equip R&M	0	1,500	1,000
(66275) Computer Equipment R&M	129	1,000	500
(66215) Furniture & Fixture R&M	0	500	500
▼ UTILITIES	22,783	23,625	23,625
(66110) Electricity	21,260	22,000	22,000
(66115) Natural Gas	1,523	1,500	1,500
(66120) Water & Sewer	0	125	125
▼ INSURANCE & SURETY BONDS	8,022	8,291	9,503
(65920) Vehicle Insurance	6,622	6,920	8,063
(65915) Liability Insurance	1,400	1,371	1,440
▼ COMMUNICATIONS	5,841	7,280	5,400
(64825) Cellular Phone Service	3,589	5,000	5,000
(64840) Emergency Communications	1,773	1,680	0
(64810) Telephone - Local	479	600	400
▼ MISC FEES & SERVICES	2,783	2,750	4,200
(65690) Contingencies	2,225	2,000	2,000
(65660) Memberships & Dues	365	750	1,000
(65670) Enrollment Fees & Tuition	0	0	1,200
(65665) Books & Subscriptions	193	0	0
▼ TRANS, TRAVEL & SUBSISTANCE	795	0	3,800

Collapse All	2018-19 Actual	2019-20 Final Budget	2020-21 Budget
(64715) Lodging	282	0	2,000
(64720) Fares	85	0	1,200
(64710) Meals	428	0	400
(64745) Other Transport/Travel	0	0	200
▼ PRINTING & ADVERTISING	466	1,250	600
(64915) Photocopying	466	750	500
(64910) Printing	0	500	100
▼ POSTAGE, COURIER & FREIGHT	136	100	100
(64855) Postage	136	100	100
▼ SUPPLIES	12,549	19,785	17,750
▼ ENERGY SUPPLIES	5,287	8,000	6,000
(63510) Motor Fuels	5,287	8,000	6,000
▼ OPERATING SUPPLIES	3,703	6,285	6,250
(63345) Other Operating Supplies	2,596	5,000	5,000
(63215) Education & Training Materials	1,108	750	750
(63280) Small Hand Tools	0	500	500
(63320) Keys & Lock Supplies	0	35	0
▼ REPAIR & MAINT SUPPLIES	718	3,500	3,500
(63895) Other Repair & Maint Supplies	718	3,500	3,500
▼ OFFICE SUPPLIES	2,841	2,000	2,000
(63110) Office Supplies	2,841	2,000	2,000
▼ CAPITAL OUTLAY	3,799	3,500	3,500
▼ EQUIPMENT	3,799	3,500	3,500
(67475) Computer Equipment	2,500	2,500	2,500
(67445) Communication Equipment	1,299	500	500
(67420) Education & Training Equip	0	500	500
Revenues Less Expenses	\$ -165,566	\$ -229,216	\$ -245,087

Data filtered by Types, Emergency Management Svs and exported on May 18, 2020. Created with OpenGov



**Lincoln-Lancaster County Emergency Management
Long-Term Goals**

1) Storage Facility

Expansion and/or replacement of shared storage space at 444 Cherrycreek
 Current 'footprint': 1950 sq. ft.
 Ongoing discussion with Lancaster County Sheriff's Office

**2) Add an Emergency Management PET Specialist staff position
 (Planning, Exercise & Training)**

Position added to focus on PET projects

Planning: Assist other county departments and community partners to draft and implement new plans
 or review and revise existing plans

Emergency Operations Plans (EOP)

Continuity of Operation Plans (COOP)

Exercise: Draft, conduct and evaluate exercises in full compliance with Homeland Security Exercise
 Evaluation Program (HSEEP) requirements

Exercise Types: Seminar, Workshop, Tabletop, Functional and Full-Scale

Training: Promote, facilitate and host emergency management-related curriculum

National Incident Management System (NIMS)

Incident Command System (ICS)

Homeland Security Exercise Evaluation Program (HSEEP)

Qualifications

'Entry level' position that requires formal education, military experience and/or practical experience

Comparable Positions

Nebraska Emergency Management (NEMA)

Training Specialist I and II positions

Douglas County Emergency Management

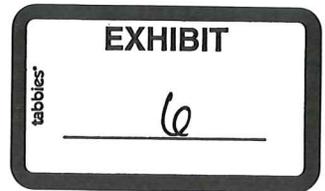
Emergency Management Specialist I and II

Funding

Emergency Management Performance Grant (EMPG) provides 50% reimbursement for salary
 and benefits of Emergency Management employees.

This is applied as revenue to the annual Emergency Management department budget for the
 next fiscal year

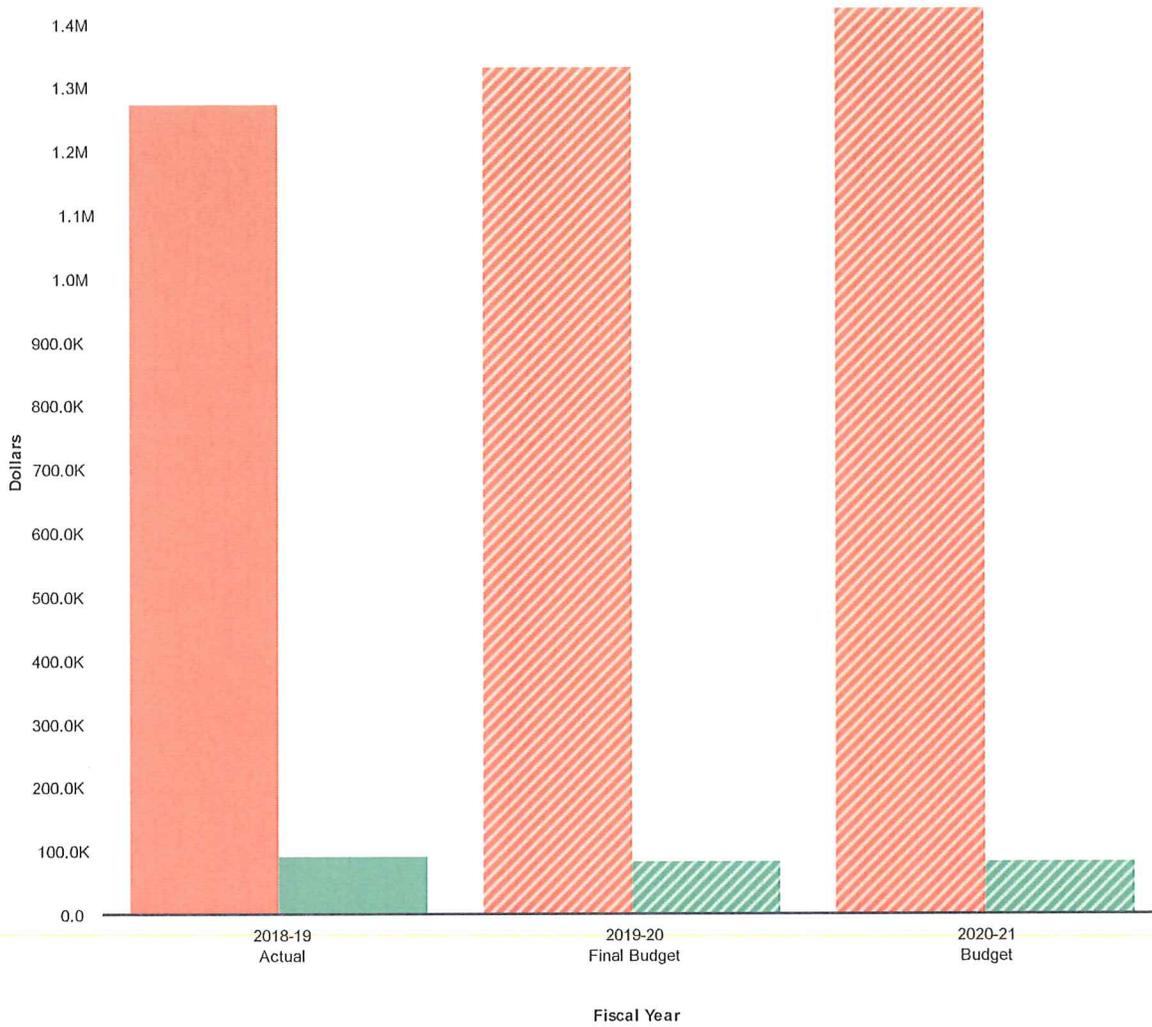
Emergency Management's budget is divided equally between Lancaster County and the City of Lincoln



May 21, 2020 Department Budget Hearings

County Clerk

Visualization

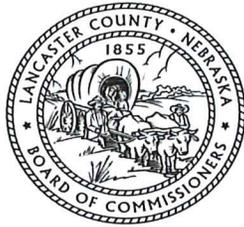


Collapse All	2018-19 Actual	2019-20 Final Budget	2020-21 Budget
EXPENSES	\$ 1,275,640	\$ 1,333,179	\$ 1,423,232
PERSONAL SERVICES	957,618	976,799	1,112,520
SALARIES & WAGES	696,768	699,859	843,025
(61210) Regular Salary	493,773	499,753	629,126
(61110) Official's Salary	95,963	97,233	99,178
(61150) Deputy's Salary	91,166	92,373	94,221
(61250) Temporary Salary	15,075	10,000	15,000
(61310) Overtime	791	500	5,500
EMPLOYEE BENEFITS	260,850	276,940	269,494
(61530) Group Health Insurance	124,885	115,832	133,536
(61510) FICA Contributions	50,713	52,736	62,923
(61520) Retirement Contributions	44,536	49,251	58,360
(61660) Post-Employment Health Program	34,017	52,642	6,625
(61540) Group Dental Insurance	4,797	4,273	5,418
(61650) Long-Term Disability	1,901	2,206	2,632

Collapse All	2018-19 Actual	2019-20 Final Budget	2020-21 Budget
▼ OTHER CHARGES & SERVICES	312,938	349,180	285,712
▼ OTHER CONTRACTED SERVICES	241,066	273,468	207,200
(64285) City Information Services	122,040	115,903	116,000
(64175) Comput Softwr Maint/License	115,642	149,365	84,000
(64150) Consulting Services	1,185	6,000	5,000
(64286) VOIP Information Services	2,199	2,200	2,200
▼ RENTALS	49,592	49,712	49,712
(66520) Building Rent	49,592	49,712	49,712
▼ PRINTING & ADVERTISING	6,343	10,000	9,500
(64925) Advertising	2,868	5,000	3,000
(64915) Photocopying	2,466	2,500	3,000
(64910) Printing	1,009	2,500	3,500
▼ POSTAGE, COURIER & FREIGHT	8,273	8,500	8,500
(64855) Postage	8,273	8,500	8,500
▼ MISC FEES & SERVICES	6,975	5,000	6,000
(65665) Books & Subscriptions	3,318	2,300	3,000
(65670) Enrollment Fees & Tuition	585	2,400	2,500
(65845) Other Misc Fees & Services	2,777	0	0
(65660) Memberships & Dues	295	300	500
▼ TRANS, TRAVEL & SUBSISTANCE	122	1,850	4,100
(64715) Lodging	0	1,000	2,000
(64720) Fares	0	400	1,000
(64725) Mileage	122	150	500
(64710) Meals	0	200	500
(64730) Parking & Tolls	0	100	100
▼ COMMUNICATIONS	298	350	400
(64810) Telephone - Local	298	350	400
▼ REPAIR & MAINTENANCE COSTS	155	300	300
(66260) Microfilm Equipment R&M	155	300	300
▼ INSURANCE & SURETY BONDS	115	0	0
(65955) Employees' Bonds	80	0	0
(65950) Officials' Bonds	35	0	0
▼ CAPITAL OUTLAY	678	4,200	20,000
▼ EQUIPMENT	678	4,200	20,000
(67465) Furniture & Fixtures	678	4,200	20,000
▼ SUPPLIES	4,406	3,000	5,000
▼ OFFICE SUPPLIES	4,406	3,000	5,000
(63110) Office Supplies	4,406	3,000	5,000
▼ REVENUES	92,312	84,900	84,900
▶ LICENSES & PERMITS	50,400	47,500	47,500
▼ CHARGES FOR SERVICES & FEES	28,832	22,400	22,400
▼ FEES	28,294	22,400	22,400
(55200) Fees	0	22,400	22,400
(55495) Other Miscellaneous Fees	25,342	0	0
(55370) Transcripts	2,517	0	0
(55335) Publication Fee	435	0	0
▼ OTHER SERVICE REVS/REIMB	538	0	0

Collapse All	2018-19 Actual	2019-20 Final Budget	2020-21 Budget
(55846) Copy Machine	538	0	0
▼ TAXES	12,800	15,000	15,000
▼ OTHER TAXES	12,800	15,000	15,000
(51930) Occupation Tax	12,800	15,000	15,000
▼ OTHER REVENUES	281	0	0
▼ OTHER MISC REVENUE	281	0	0
(58595) Other Miscellaneous Revenues	281	0	0
Revenues Less Expenses	\$ -1,183,328	\$ -1,248,279	\$ -1,338,332

Data filtered by Types, County Clerk and exported on May 18, 2020. Created with OpenGov



LANCASTER COUNTY BOARD OF EQUALIZATION

Roma Amundson Sean Flowerday Deb Schorr Rick Vest Christa Yoakum

NAME
ADDRESS
ADDRESS
CITY/STATE/ZIP

DATE

Dear Property Owner/Appellant:

Our records show that a property valuation protest was filed on the following property:

Parcel ID:
Situs Address:
Legal Description:
Protest Number:
Appellant:

Qualified individuals, known as referees, are assisting Lancaster County in reviewing protests. **Due to the COVID-19 pandemic, referee hearings will be conducted by telephone.** Your phone hearing has been scheduled for:

Date:
Time:

A referee will contact you at the phone number you provided to discuss your protest. **If you did not file the protest and you would like to be involved in the hearing, please provide your phone number to the County Clerk's Office at least 24-hours in advance of the hearing.** Due to time constraints, if you are not available when the referee calls, you will be required to reschedule the hearing. If you, (1) do not plan to participate in a phone hearing; (2) need to reschedule a phone hearing; or (3) would like to discuss your protest in person, please contact the County Clerk's Office at 402-441-8724 or protest@lancaster.ne.gov. **The deadline to make hearing changes is Friday, July 10, 2020.** Failing to contact the Clerk's Office by July 10, 2020 will be deemed a waiver of an in-person hearing. All individuals choosing to meet in person must have an appropriate mask, follow all directed health measures, and comply with an initial health screening to ensure the safety and welfare of all hearing participants before entering the hearing facility. Absent a hearing, the referee will review the protest in absentia. The referee will not consider any documentation provided at an in-person hearing that was not previously submitted in accordance with the protest rules.

Value recommendations will be posted on the County Clerk's website at lancaster.ne.gov/clerk as soon as they become available. The protest number and Parcel ID (both provided above) will be needed to access this information. Please keep in mind that it may take several weeks from the date of your hearing for the referee to complete their review. Values may also be obtained by contacting the County Clerk's Office. The Board of Equalization will take final action on all value recommendations on Thursday, August 6, 2020 at 1:00 p.m., in Room 112 of the County-City Building. You will be notified by mail of the Board's decision. Final values will also be posted on the County Clerk's website on or before August 14, 2020.

If you have any questions, please contact the County Clerk's Office at 402-441-8724 or protest@lancaster.ne.gov.

Sincerely,

Dan Nolte
County Clerk

Sean Flowerday, Chair
Lancaster County Board of Equalization

**Lancaster County
Employee Information
2020-21 Budget**

Department Name General Assistance 804

	FY19-20 Budget	FY20-21 Request
Number of Full Time Equivalents (FTE's)		
Breakdown of FTE's:		
Full Time	5.00	3.00
Part Time		
Temporary		
On Call		
Positions not filled		
Retirements:		
Number of Employees		
Cost of Payouts (Include Vacation and PEHP)	0.00	3.00

*All 3 positions will be depleted no later than November 30, 2020

**Lancaster County
Employee Information
2020-21 Budget**

Department Name Human Services 837

	FY19-20 Budget	FY20-21 Request
Number of Full Time Equivalents (FTE's)		
Breakdown of FTE's:		
Full Time	8.00	8.00
Part Time		
Temporary		
On Call		
Positions not filled		
Retirements:		
Number of Employees		
Cost of Payouts (Include Vacation and PEHP)		

Microcomputer Estimate

04/13/2020

Juvenile Court	
Control #	189012

Funding Source	
Acronym:	JJC
Special Funding Source:	

Hardware		PART #	Purchase Price	Qty	Disposal Fee	Total
x	HP ProDesk 600 G5 Desktop Mini, i5-9500T 3.7GHz, 16 GB, 256GB SSD, W10P64, STD Stock	7PE01UT#ABA	\$759.00	1	\$2.00	\$761.00
x	USB External DVDRW Drive	GP65NB60	\$24.99	1		\$24.99
	HP ProBook 650 G5, 3.9GHz i5-8265U, 8GB, 256GB SSD, DVD+/-RW-LS, BT, W10P64, 15.6" 1920x1080, 1/1/0	7KW42UT#ABA	\$889.00	1	\$2.00	\$891.00
	HP 9x5 NBD on-site for 650 G5 w/ Accidental Damage Protection 3 Yr Warranty for Notebooks	UA6A7E	\$169.00	1		\$169.00
	Shipping and Handling	S&H	\$0.00	1		\$0.00
Total Hardware Cost			\$1,841.99			\$1,845.99

Software		PART #	Purchase Cost	Qty	Total
NO SOFTWARE					
Total Software Cost:			\$0.00		\$0.00

Total Hardware/Software Cost \$1,845.99

Estimated Installation Costs: \$0.00

Total System Cost: \$1,845.99

**Lancaster County
Employee Information
2020-21 Budget**

Department Name Juvenile Court - 6230

Identify the number of employees as of the beginning of the fiscal year and use what was used for budget purposes.	FY19-20 Budget	FY20-21 Request
Number of Full Time Equivalents (FTE's)	8.00	8.00
Breakdown of FTE's:		
Full Time	8.00	8.00
Part Time	0.00	0.00
Temporary	0.00	0.00
On Call	0.00	0.00
Positions not filled	0.00	0.00
Breakdown of Employees:		
Number within pay steps of pay plan (merit plus COLA)	2.00	2.00
Number at final step or no pay plan (COLA only)	6.00	6.00
Health Insurance Breakdown by Number of Employees:		
Single	4.00	2.00
2/4 Party	1.00	1.00
Family	3.00	5.00
Retirements:		
Number of Employees	0.00	0.00
Cost of Payouts	0.00	0.00
(Include Vacation and PEHP)		

**LANCASTER COUNTY
FUTURE PROJECTS AND UPGRADES
FISCAL YEAR 2020-21**

DEPARTMENT: Juvenile Court - 6230

ESTIMATED FISCAL YEAR	ESTIMATED AMOUNT	DESCRIPTION OF PROJECT OR UPGRADE
FY 22-23	unknown	Renovation and remodel of 3 courtrooms - #41, #42, #43 (counsel tables, pews, reporter desk, witness stand, judge bench)
TOTAL TO CONSIDER	unknown	

Lancaster County
Additional Appropriations - FY2020

General Fund -	<u>Transfer</u>	<u>Unused</u>	<u>Resolution</u>
County Board	11,500		
County Clerk	55,282		
Election Commissioner	398,905		R-20-0015
Budget & Fiscal	23,000		
County Court	400,000		R-20-0015
Clerk of the District Court	27,000		
Public Defender	136,676		
County Sheriff	92,637		
County Attorney	65,000		
Corrections	550,000		
General Assistance	300,000		R-20-0015
Veterans Administration	160		
	2,060,160	-	
 Actual Amount needed		 <u>2,060,160</u>	

Amended Budgets - Public Hearing required - (June 9, 2020)

Bridge Fund (21)	3,380,585
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THIRD AMENDMENT

This Amendment is entered into this _____ day of _____, 2020, by and between Great Plains Appraisal, Inc., hereinafter referred to as “Referee Coordinator,” and the County of Lancaster, Nebraska, hereinafter referred to as “the County.” Collectively the County and the Referee Coordinator may be referred to as “Parties”, and individually each may be referred to as a “Party”.

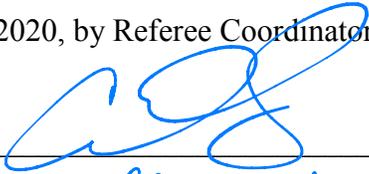
WHEREAS, on March 26, 2019, the Parties entered into an Agreement pursuant to County Contract No. C-19-0243 for the provision of Referee Coordinator services to assist the Lancaster County Board of Equalization to review and decide written protests filed pursuant to Neb. Rev. Stat. § 77-1502; and

WHEREAS, the Parties hereby amend the Agreement to include COVID-19 pandemic related services to be provided by the County for the in-person protest hearings conducted during the time period of June 1, 2020 through August 31, 2020, and to update the referee agreements;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, it is agreed between the Parties as follows:

- 1) The County shall:
 - a. Provide a Lincoln-Lancaster County Health Department nurse to take the temperatures and screen all those who attend in-person protest hearings between June 1, 2020 and August 31, 2020.
 - b. Provide a contractor to disinfect the facilities and equipment at the end of each day of in-person protest hearings between June 1, 2020 and August 31, 2020.
 - c. Reimburse the Referee Coordinator for actual expenses incurred by the Referee Coordinator for additional office supplies or personal protective equipment (“COVID-19 Supplies”) needed to safely and effectively perform in-person protest hearing amidst the COVID-19 pandemic. The County will reimburse the Referee Coordinator for COVID-19 Supplies at an amount not to exceed \$500. The Referee Coordinator shall submit a detailed invoice to the County indicating the actual expenses incurred for the COVID-19 Supplies on or before August 31, 2020. County shall reimburse the Referee Coordinator within 30 days from receipt of the invoice.
- 2) There Agreement is hereby amended to replace Exhibit 1 as provided in Attachment A, attached hereto and incorporate by this reference.
- 3) All other terms of the Agreements, not in conflict with this Amendment, shall remain in full force and effect.

EXECUTED this 26 day of May, 2020, by Referee Coordinator.

BY:  _____

NAME: Cody Gurdles

TITLE: President, Great Plains Appraisal

EXECUTED this _____ day of _____, 2020, by County.

BY: THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this 27 day of may, 2020


Deputy County Attorney for
PATRICK F. CONDON, County Attorney

Exhibit 1

MAI/Coordinator REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between _____ [hereinafter referred to as "Referee"] and the County of Lancaster, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Lancaster County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2020 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to engage Referee as an independent contractor and Referee agrees to perform the services hereinafter set forth. The Term of this Agreement shall be from the date of execution through August 31, 2020.

2. County agrees to engage the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of \$180.00 per working hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-eight and one-half (\$0.585) cents per mile for mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has been directed to do so by the Referee Coordinator and has provided the Referee Coordinator with proper proof of automobile insurance and Workers' Compensation Insurance. If referee does not maintain Workers' Compensation

Insurance, then Referee agrees that Referee alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

4. The County shall provide the Referee a mobile phone to be used for the services provided in Paragraph 3. The mobile phone shall be provided at no cost to the Referee. The Referee shall not use the phone for personal use of any kind. If any liability accrues to the County arising out of the Referee's use of the phone in violation of this Agreement, the County, to the extent permitted by law, may seek contribution, indemnification, restitution, and/or reimbursement from the Referee with respect to such liability. Referee shall not use the phone to transmit, receive or distribute pornographic, obscene, abusive or sexually explicit materials or materials containing unclothed or partially unclothed people; to violate any local, state, or federal law; to engage in any form of gambling; to engage in any type of harassment or discrimination; or to engage in, or to promote, any political causes. The Referee does not have a right of privacy while using a phone provided by the County at any time. If Referee desires their own personal activities to be private, the Referee should not use the phone for personal use. The phone may be subject to Nebraska statutes related to public records and records retention, and applicable County policies regarding the security of electronic protected information. Referee shall ensure the phone is password protected. Referee shall protect the phone from loss, damage or theft. If damaged, destroyed or lost, the Referee shall immediately report such damage to the Referee Coordinator, who shall then report such damage, loss or theft to the County. The Referee shall return the phone to the County at the end of the term as provided in Paragraph 1. The County prohibits the use of the phone while driving.

5. It is specifically understood and agreed that Referee shall be an independent contractor and shall not be an employee of Lancaster County. The compensation to be paid Referee pursuant to the terms of Paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in Paragraph 3, County shall not be responsible for the payment of any expenses nor shall the County be responsible for the provision of any insurance, fringe benefits or applicable taxes. Within 30 days of the conclusion of the Term of this Agreement, Referee shall submit to the Referee Coordinator, one itemized statement detailing the number of hours and services provided, the rate of reimbursement, the dates and times at which services were provided, and the specific nature of such services. Said itemized statements shall be subject to approval by the Referee Coordinator, who, in his/her discretion, may disallow any or all of the reimbursement claimed in the event that Referee fails to provide such services in a proper and timely manner. The County shall reimburse Referee within 30 days of receipt of said itemized statements approved by the Referee Coordinator.

6. The Referee shall indemnify and hold harmless the County, the Referee Coordinator, their agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County and Referee Coordinator for any losses, claims, damages and

expenses arising out of or resulting from the negligence of Lancaster County, Nebraska or the Referee Coordinator.

7. The County Board, through the Referee Coordinator, may terminate this Agreement without penalty at any time by giving written notice to the Referee and specifying the effective date of such termination. In the event of termination, the Referee shall be entitled to compensation arising from working hours or travel expenses pursuant to Paragraph 3 prior to the date of termination, but Referee shall not be entitled to any compensation for any hours not actually worked or any expenses not actually incurred.

8. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

9. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

10. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

11. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Referee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. Referee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Referee shall require any subcontractor to comply with the provisions of this section.

EXECUTED BY REFEREE this _____ day of _____, 2020.

By: _____
REFEREE

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this ____ day
of _____, 2020.

THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By: _____

APPROVED AS TO FORM
this ____ day of _____, 2020.

Deputy County Attorney
for PATRICK CONDON
Lancaster County Attorney

MAI/SRA REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between _____ [hereinafter referred to as "Referee"] and the County of Lancaster, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Lancaster County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2020 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to engage Referee as an independent contractor and Referee agrees to perform the services hereinafter set forth. The Term of this Agreement shall be from the date of execution through August 31, 2020.

2. County agrees to engage the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of \$150.00 per working hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-eight and one-half (\$0.585) cents per mile for mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has been directed to do so by the Referee Coordinator and has provided the Referee Coordinator with proper proof of automobile insurance and Workers' Compensation Insurance. If referee does not maintain Workers' Compensation Insurance, then Referee agrees that Referee alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

4. The County shall provide the Referee a mobile phone to be used for the services provided in Paragraph 3. The mobile phone shall be provided at no cost to the Referee. The Referee shall not use the phone for personal use of any kind. If any liability accrues to the County arising out of the Referee's use of the phone in violation of this Agreement, the County, to the extent permitted by law, may seek contribution, indemnification, restitution, and/or reimbursement from the Referee with respect to such liability. Referee shall not use the phone to transmit, receive or distribute pornographic, obscene, abusive or sexually explicit materials or materials containing unclothed or partially unclothed people; to violate any local, state, or federal law; to engage in any form of gambling; to engage in any type of harassment or discrimination; or to engage in, or to promote, any political causes. The Referee does not have a right of privacy while using a phone provided by the County at any time. If Referee desires their own personal activities to be private, the Referee should not use the phone for personal use. The phone may be subject to Nebraska statutes related to public records and records retention, and applicable County policies regarding the security of electronic protected information. Referee shall ensure the phone is password protected. Referee shall protect the phone from loss, damage or theft. If damaged, destroyed or lost, the Referee shall immediately report such damage to the Referee Coordinator, who shall then report such damage, loss or theft to the County. The Referee shall return the phone to the County at the end of the term as provided in Paragraph 1. The County prohibits the use of the phone while driving.

5. It is specifically understood and agreed that Referee shall be an independent contractor and shall not be an employee of Lancaster County. The compensation to be paid Referee pursuant to the terms of Paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in Paragraph 3, County shall not be responsible for the payment of any expenses nor shall the County be responsible for the provision of any insurance, fringe benefits or applicable taxes. Within 30 days of the conclusion of the Term of this Agreement, Referee shall submit to the Referee Coordinator, one itemized statement detailing the number of hours and services provided, the rate of reimbursement, the dates and times at which services were provided, and the specific nature of such services. Said itemized statements shall be subject to approval by the Referee Coordinator, who, in his/her discretion, may disallow any or all of the reimbursement claimed in the event that Referee fails to provide such services in a proper and timely manner. The County shall reimburse Referee within 30 days of receipt of said itemized statements approved by the Referee Coordinator.

6. The Referee shall indemnify and hold harmless the County, the Referee Coordinator, their agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County and Referee Coordinator for any losses, claims, damages and expenses arising out of or resulting from the negligence of Lancaster County, Nebraska or the Referee Coordinator.

7. The County Board, through the Referee Coordinator, may terminate this Agreement without penalty at any time by giving written notice to the Referee and specifying the effective date of such termination. In the event of termination, the Referee shall be entitled to compensation arising from working hours or travel expenses pursuant to Paragraph 3 prior to the date of termination, but Referee shall not be entitled to any compensation for any hours not actually worked or any expenses not actually incurred.

8. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

9. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

10. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

11. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Referee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. Referee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Referee shall require any subcontractor to comply with the provisions of this section.

EXECUTED BY REFEREE this ____ day of _____, 2020.

By: _____
REFEREE

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this ____ day
of _____, 2020.

THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By: _____

APPROVED AS TO FORM
this ____ day of _____, 2020.

Deputy County Attorney
for PATRICK CONDON
Lancaster County Attorney

CERTIFIED GENERAL REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between _____ [hereinafter referred to as "Referee"] and the County of Lancaster, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Lancaster County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2020 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to engage Referee as an independent contractor and Referee agrees to perform the services hereinafter set forth. The Term of this Agreement shall be from the date of execution through August 31, 2020.

2. County agrees to engage the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of \$130.00 per working hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-eight and one-half (\$0.585) cents per mile for mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has been directed to do so by the Referee Coordinator and has provided the Referee Coordinator with proper proof of automobile insurance and Workers' Compensation Insurance. If referee does not maintain Workers' Compensation Insurance, then Referee agrees that Referee alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

4. The County shall provide the Referee a mobile phone to be used for the services provided in Paragraph 3. The mobile phone shall be provided at no cost to the Referee. The Referee shall not use the phone for personal use of any kind. If any liability accrues to the County arising out of the Referee's use of the phone in violation of this Agreement, the County, to the extent permitted by law, may seek contribution, indemnification, restitution, and/or reimbursement from the Referee with respect to such liability. Referee shall not use the phone to transmit, receive or distribute pornographic, obscene, abusive or sexually explicit materials or materials containing unclothed or partially unclothed people; to violate any local, state, or federal law; to engage in any form of gambling; to engage in any type of harassment or discrimination; or to engage in, or to promote, any political causes. The Referee does not have a right of privacy while using a phone provided by the County at any time. If Referee desires their own personal activities to be private, the Referee should not use the phone for personal use. The phone may be subject to Nebraska statutes related to public records and records retention, and applicable County policies regarding the security of electronic protected information. Referee shall ensure the phone is password protected. Referee shall protect the phone from loss, damage or theft. If damaged, destroyed or lost, the Referee shall immediately report such damage to the Referee Coordinator, who shall then report such damage, loss or theft to the County. The Referee shall return the phone to the County at the end of the term as provided in Paragraph 1. The County prohibits the use of the phone while driving.

5. It is specifically understood and agreed that Referee shall be an independent contractor and shall not be an employee of Lancaster County. The compensation to be paid Referee pursuant to the terms of Paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in Paragraph 3, County shall not be responsible for the payment of any expenses nor shall the County be responsible for the provision of any insurance, fringe benefits or applicable taxes. Within 30 days of the conclusion of the Term of this Agreement, Referee shall submit to the Referee Coordinator, one itemized statement detailing the number of hours and services provided, the rate of reimbursement, the dates and times at which services were provided, and the specific nature of such services. Said itemized statements shall be subject to approval by the Referee Coordinator, who, in his/her discretion, may disallow any or all of the reimbursement claimed in the event that Referee fails to provide such services in a proper and timely manner. The County shall reimburse Referee within 30 days of receipt of said itemized statements approved by the Referee Coordinator.

6. The Referee shall indemnify and hold harmless the County, the Referee Coordinator, their agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County and Referee Coordinator for any losses, claims, damages and expenses arising out of or resulting from the negligence of Lancaster County, Nebraska or the Referee Coordinator.

7. The County Board, through the Referee Coordinator, may terminate this Agreement without penalty at any time by giving written notice to the Referee and specifying the effective date of such termination. In the event of termination, the Referee shall be entitled to compensation arising from working hours or travel expenses pursuant to Paragraph 3 prior to the date of termination, but Referee shall not be entitled to any compensation for any hours not actually worked or any expenses not actually incurred.

8. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

9. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

10. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

11. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Referee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. Referee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Referee shall require any subcontractor to comply with the provisions of this section.

EXECUTED BY REFEREE this ____ day of _____, 2020.

By: _____
REFEREE

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this ____ day
of _____, 2020.

THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By: _____

APPROVED AS TO FORM
this ____ day of _____, 2020.

Deputy County Attorney
for PATRICK CONDON
Lancaster County Attorney

CERTIFIED RESIDENTIAL REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between _____ [hereinafter referred to as "Referee"] and the County of Lancaster, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Lancaster County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2020 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to engage Referee as an independent contractor and Referee agrees to perform the services hereinafter set forth. The Term of this Agreement shall be from the date of execution through August 31, 2020.

2. County agrees to engage the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of \$110.00 per working hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-eight and one-half (\$0.585) cents per mile for mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has been directed to do so by the Referee Coordinator and has provided the Referee Coordinator with proper proof of automobile insurance and Workers' Compensation Insurance. If referee does not maintain Workers' Compensation Insurance, then Referee agrees that Referee alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

4. The County shall provide the Referee a mobile phone to be used for the services provided in Paragraph 3. The mobile phone shall be provided at no cost to the Referee. The Referee shall not use the phone for personal use of any kind. If any liability accrues to the County arising out of the Referee's use of the phone in violation of this Agreement, the County, to the extent permitted by law, may seek contribution, indemnification, restitution, and/or reimbursement from the Referee with respect to such liability. Referee shall not use the phone to transmit, receive or distribute pornographic, obscene, abusive or sexually explicit materials or materials containing unclothed or partially unclothed people; to violate any local, state, or federal law; to engage in any form of gambling; to engage in any type of harassment or discrimination; or to engage in, or to promote, any political causes. The Referee does not have a right of privacy while using a phone provided by the County at any time. If Referee desires their own personal activities to be private, the Referee should not use the phone for personal use. The phone may be subject to Nebraska statutes related to public records and records retention, and applicable County policies regarding the security of electronic protected information. Referee shall ensure the phone is password protected. Referee shall protect the phone from loss, damage or theft. If damaged, destroyed or lost, the Referee shall immediately report such damage to the Referee Coordinator, who shall then report such damage, loss or theft to the County. The Referee shall return the phone to the County at the end of the term as provided in Paragraph 1. The County prohibits the use of the phone while driving.

5. It is specifically understood and agreed that Referee shall be an independent contractor and shall not be an employee of Lancaster County. The compensation to be paid Referee pursuant to the terms of Paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in Paragraph 3, County shall not be responsible for the payment of any expenses nor shall the County be responsible for the provision of any insurance, fringe benefits or applicable taxes. Within 30 days of the conclusion of the Term of this Agreement, Referee shall submit to the Referee Coordinator, one itemized statement detailing the number of hours and services provided, the rate of reimbursement, the dates and times at which services were provided, and the specific nature of such services. Said itemized statements shall be subject to approval by the Referee Coordinator, who, in his/her discretion, may disallow any or all of the reimbursement claimed in the event that Referee fails to provide such services in a proper and timely manner. The County shall reimburse Referee within 30 days of receipt of said itemized statements approved by the Referee Coordinator.

6. The Referee shall indemnify and hold harmless the County, the Referee Coordinator, their agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County and Referee Coordinator for any losses, claims, damages and expenses arising out of or resulting from the negligence of Lancaster County, Nebraska or the Referee Coordinator.

7. The County Board, through the Referee Coordinator, may terminate this Agreement without penalty at any time by giving written notice to the Referee and specifying the effective date of such termination. In the event of termination, the Referee shall be entitled to compensation arising from working hours or travel expenses pursuant to Paragraph 3 prior to the date of termination, but Referee shall not be entitled to any compensation for any hours not actually worked or any expenses not actually incurred.

8. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

9. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

10. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

11. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Referee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. Referee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Referee shall require any subcontractor to comply with the provisions of this section.

EXECUTED BY REFEREE this ____ day of _____, 2020.

By: _____
REFEREE

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this ____ day
of _____, 2020.

THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By: _____

APPROVED AS TO FORM
this ____ day of _____, 2020.

Deputy County Attorney
for PATRICK CONDON
Lancaster County Attorney

APPRAISER REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between _____ [hereinafter referred to as "Referee"] and the County of Lancaster, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Lancaster County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2020 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to engage Referee as an independent contractor and Referee agrees to perform the services hereinafter set forth. The Term of this Agreement shall be from the date of execution through August 31, 2020.

2. County agrees to engage the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of \$90.00 per working hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-eight and one-half (\$0.585) cents per mile for mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has been directed to do so by the Referee Coordinator and has provided the Referee Coordinator with proper proof of automobile insurance and Workers' Compensation Insurance. If referee does not maintain Workers' Compensation Insurance, then Referee agrees that Referee alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

4. The County shall provide the Referee a mobile phone to be used for the services provided in Paragraph 3. The mobile phone shall be provided at no cost to the Referee. The Referee shall not use the phone for personal use of any kind. If any liability accrues to the County arising out of the Referee's use of the phone in violation of this Agreement, the County, to the extent permitted by law, may seek contribution, indemnification, restitution, and/or reimbursement from the Referee with respect to such liability. Referee shall not use the phone to transmit, receive or distribute pornographic, obscene, abusive or sexually explicit materials or materials containing unclothed or partially unclothed people; to violate any local, state, or federal law; to engage in any form of gambling; to engage in any type of harassment or discrimination; or to engage in, or to promote, any political causes. The Referee does not have a right of privacy while using a phone provided by the County at any time. If Referee desires their own personal activities to be private, the Referee should not use the phone for personal use. The phone may be subject to Nebraska statutes related to public records and records retention, and applicable County policies regarding the security of electronic protected information. Referee shall ensure the phone is password protected. Referee shall protect the phone from loss, damage or theft. If damaged, destroyed or lost, the Referee shall immediately report such damage to the Referee Coordinator, who shall then report such damage, loss or theft to the County. The Referee shall return the phone to the County at the end of the term as provided in Paragraph 1. The County prohibits the use of the phone while driving.

5. It is specifically understood and agreed that Referee shall be an independent contractor and shall not be an employee of Lancaster County. The compensation to be paid Referee pursuant to the terms of Paragraph 3 shall represent the sole consideration for the services of the Referee and except as specifically provided in Paragraph 3, County shall not be responsible for the payment of any expenses nor shall the County be responsible for the provision of any insurance, fringe benefits or applicable taxes. Within 30 days of the conclusion of the Term of this Agreement, Referee shall submit to the Referee Coordinator, one itemized statement detailing the number of hours and services provided, the rate of reimbursement, the dates and times at which services were provided, and the specific nature of such services. Said itemized statements shall be subject to approval by the Referee Coordinator, who, in his/her discretion, may disallow any or all of the reimbursement claimed in the event that Referee fails to provide such services in a proper and timely manner. The County shall reimburse Referee within 30 days of receipt of said itemized statements approved by the Referee Coordinator.

6. The Referee shall indemnify and hold harmless the County, the Referee Coordinator, their agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County and Referee Coordinator for any losses, claims, damages and expenses arising out of or resulting from the negligence of Lancaster County, Nebraska or the Referee Coordinator.

7. The County Board, through the Referee Coordinator, may terminate this Agreement without penalty at any time by giving written notice to the Referee and specifying the effective date of such termination. In the event of termination, the Referee shall be entitled to compensation arising from working hours or travel expenses pursuant to Paragraph 3 prior to the date of termination, but Referee shall not be entitled to any compensation for any hours not actually worked or any expenses not actually incurred.

8. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

9. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

10. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

11. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Referee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. Referee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Referee shall require any subcontractor to comply with the provisions of this section.

EXECUTED BY REFEREE this ____ day of _____, 2020.

By: _____
REFEREE

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this ____ day
of _____, 2020.

THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By: _____

APPROVED AS TO FORM
this ____ day of _____, 2020.

Deputy County Attorney
for PATRICK CONDON
Lancaster County Attorney

NON-APPRAISER REFEREE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between _____ [hereinafter referred to as "Referee"] and the County of Lancaster, Nebraska [hereinafter referred to as "County"].

WHEREAS, Neb. Rev. Stat. § 77-1502, as amended, requires that the Lancaster County Board of Equalization ["Board of Equalization"] shall hold a session for the purpose of reviewing and deciding protests filed pursuant thereto; and

WHEREAS, Neb. Rev. Stat. § 77-1502.01, as amended, authorizes the Board of Equalization to appoint one or more suitable persons to act as referees to hear protests in the first instance and to transmit to the Board of Equalization all papers relating to such protests, together with written findings and recommendations; and

WHEREAS, the County, to accommodate the volume of protests and to afford each taxpayer ample opportunity for meaningful hearing before a qualified individual, has determined that it shall appoint referees to hear the protests filed for the 2020 tax year; and

WHEREAS, Referee possesses certain skills, experience, education and competency to perform said services, and the County desires to engage Referee to such services upon the terms provided herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. County agrees to engage Referee as an independent contractor and Referee agrees to perform the services hereinafter set forth. The Term of this Agreement shall be from the date of execution through August 31, 2020.

2. County agrees to engage the Referee, as such services are required, to conduct hearings and make findings pursuant to Neb. Rev. Stat. §77-1502. Referee agrees to hear said protests in the manner provided for the hearing of protests by the County Board of Equalization. In providing such services, Referee shall be under the direct supervision and control of the Referee Coordinator hired by the County. All services provided by Referee shall be in strict compliance with the directions of said Referee Coordinator.

3. For the services provided pursuant to the terms of this Agreement, County agrees to reimburse Referee at the rate of \$70.00 per working hour. Any time spent for transportation to and from the work site, for meals, for resting periods, or for any other purpose or purposes not directly and necessarily related to provision of services pursuant to this Agreement shall not be considered working hours. Referee will be paid fifty-eight and one-half (\$0.585) cents per mile for mileage for use of a personal vehicle for those purposes which are necessary and directly related to the provision of the services provided pursuant to the terms of this Agreement. The Referee shall not commence work under this Agreement until he/she has been directed to do so by the Referee Coordinator and has provided the Referee Coordinator with proper proof of automobile insurance and Workers' Compensation Insurance. If referee does not maintain Workers' Compensation Insurance, then Referee agrees that Referee alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

4. The County shall provide the Referee a mobile phone to be used for the services provided in Paragraph 3. The mobile phone shall be provided at no cost to the Referee. The Referee shall not use the phone for personal use of any kind. If any liability accrues to the County arising out of the Referee's use of the phone in violation of this Agreement, the County, to the extent permitted by law, may seek contribution, indemnification, restitution, and/or reimbursement from the Referee with respect to such liability. Referee shall not use the phone to transmit, receive or distribute pornographic, obscene, abusive or sexually explicit materials or materials containing unclothed or partially unclothed people; to violate any local, state, or federal law; to engage in any form of gambling; to engage in any type of harassment or discrimination; or to engage in, or to promote, any political causes. The Referee does not have a right of privacy while using a phone provided by the County at any time. If Referee desires their own personal activities to be private, the Referee should not use the phone for personal use. The phone may be subject to Nebraska statutes related to public records and records retention, and applicable County policies regarding the security of electronic protected information. Referee shall ensure the phone is password protected. Referee shall protect the phone from loss, damage or theft. If damaged, destroyed or lost, the Referee shall immediately report such damage to the Referee Coordinator, who shall then report such damage, loss or theft to the County. The Referee shall return the phone to the County at the end of the term as provided in Paragraph 1. The County prohibits the use of the phone while driving.

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6. The Referee shall indemnify and hold harmless the County, the Referee Coordinator, their agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or damage to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Referee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Referee to indemnify or hold harmless the County and Referee Coordinator for any losses, claims, damages and expenses arising out of or resulting from the negligence of Lancaster County, Nebraska or the Referee Coordinator.

7. The County Board, through the Referee Coordinator, may terminate this Agreement without penalty at any time by giving written notice to the Referee and specifying the effective date of such termination. In the event of termination, the Referee shall be entitled to compensation arising from working hours or travel expenses pursuant to Paragraph 3 prior to the date of termination, but Referee shall not be entitled to any compensation for any hours not actually worked or any expenses not actually incurred.

8. It is hereby specifically understood and agreed that any protests in which Referee or any agent, employee, or business associate of Referee is involved on behalf of the taxpayer, either directly or indirectly, in any advisory, professional, or other capacity, shall not be heard by Referee. In such cases, Referee shall immediately declare a conflict of interest and shall inform the taxpayer that he or she will, at the discretion of the Referee Coordinator, have the protest heard by a disinterested Referee, by the Referee Coordinator, or directly by the Board of Equalization pursuant to the provisions of Neb. Rev. Stat. § 77-1502.

9. All documents received or prepared by the Referee in connection with the services provided pursuant to the terms of this Agreement shall be considered the property of the County, shall be included in the protest packet and shall be turned over to the County at or before the time at which the Referee submits his or her itemized statement for reimbursement.

10. In connection with the performance of the activities provided herein, the parties agree that they shall not discriminate against an employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

11. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Referee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. Referee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Referee shall require any subcontractor to comply with the provisions of this section.

EXECUTED BY REFEREE this ____ day of _____, 2020.

By: _____
REFEREE

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this ____ day
of _____, 2020.

THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

By: _____

APPROVED AS TO FORM
this ____ day of _____, 2020.

Deputy County Attorney
for PATRICK CONDON
Lancaster County Attorney

	Staff Lead	Sean Flowerday	Christa Yoakum	Deb Schorr	Roma Amundson	Rick Vest
Fiscal Accountability Priorities						
Increase County Cash Reserves	D. Meyer	X				
Expand County Fleet Program	R. Walla				X	
Miscellaneous Expenses Policy	???				X	
Increase Usage of Enterprise Rental Car Program	R. Walla				X	
Establish Retirement Committee as Standing Committee	K. Eagan	X				
County Infrastructure Priorities						
Facility Study for County Engineering Buildings	P. Dingman			X	X	
Fund for Roads and Bridges Crisis	???	X			X	
Good Governance Priorities						
Draft and Implement County-wide Strategic Plan	New CAO	X			X	
Write County Task Force SOP's	D. Cary	X				
Create a County Central Code	K. Eagan	X				
Fee and Fine Reform Grant	A. Ames	X				
Annual Report (Rolling Report?)	A. Ames					
Monthly Updates from Planning and IS Depts	K. Eagan					
On-board new CAO	K. Eagan	X		X		
Leadership Academy	A. Ames			X		
Establish New Employee Onboarding Program	D. Schorr			X		
Establish Realtor Association Legislative Committee as Standing Committee	R. Amundson				X	
Technology Upgrades/Improvement Priorities						
CJIS Construction and Implementation	T. Duncan	X				
County-wide Implementation of Pay Roll Software	D. Meyer	X				
Legislative Priorities						
24/7 Drug Testing	Kissel Kohout	X				
Mental Health Shared Information	Kissel Kohout	X				
Bridge Bonding	Kissel Kohout	X				
Mental Health Advance Directives	Kissel Kohout	X				
Funding for Adult Criminal Justice Reform and Bond Reform	Kissel Kohout	X				
Funding for Juvenile Justice Reform	Kissel Kohout	X				
Property Tax Relief	Kissel Kohout	X				
Criminal Justice Reform Priorities						
Examine Internal Lower Incarceration Efforts	S. Flowerday	X				
Examine Internal Lower Incarceration Efforts for Females	D. Schorr			X		
SAMHSA Learning Collaborative	D. Schorr			X		
Stepping Up Summit	D. Schorr	X		X		
Sherriff Body Camera Program	T. Duncan	X				
Inclusive Community Priorities						
Work with City of Lincoln to secure Welcoming Community certification	C. Yoakum			X		
Reinstating the Lincoln/Lancaster Women's Commission	C. Yoakum	X				
Adding Additional VBM Drop Boxes	S. Flowerday	X		X		
Successful 2020 Census Promotions	S. Flowerday	X				
My City Academy - Ready to Run Initiative	C. Yoakum			X		
County Inclusive Benefits Policy	S. Flowerday	X				
Safe Community Priorities						
Norris School EMS Coverage	D. Schorr	X		X		
Establish Mutual-Aid Meeting as Standing Committee	R. Amundson			X	X	
Human Service Priorities						
Increase Human Service JBC Funding	S. Flowerday	X				
Explore Expanded Home Visiting Program to Combat Childhood Trauma	S. Flowerday	X				
County Employee Priorities						
County Employee Prescription Drug Initiative	D. Schorr	X		X		