



LANCASTER COUNTY BOARD OF COMMISSIONERS
STAFF MEETING
THURSDAY, NOVEMBER 5, 2020
COUNTY CITY BUILDING
ROOM 112 - CITY COUNTY CHAMBERS
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 the room

AGENDA ITEM

1. APPROVAL OF STAFF MEETING MINUTES FOR OCTOBER 29, 2020

Documents:

[Staff Meeting Minutes 10.29.20.pdf](#)

2. 8:30 A.M. - WEEKLY H.R. PAYROLL SYSTEM TRANSITION UPDATE

Kevin Nelson, Accounting Operations Manager, Clerk's Office

3. 8:45 A.M. - COMMUNITY CORRECTIONS UPDATE:

Kim Etherton, Director, Lancaster County Community Corrections

A. Clinical Position for DUI Court and Treatment Diversion

B. Additional Case Manager Position

C. S.T.O.P. Interlocal

Documents:

[ITEM 3.C__Draft STOP interlocal__10.09.2020 \(jh\).pdf](#)

D. Case Management System

4. 9:15 A.M. - 500 WEST O ST. INTERLOCAL AND LEASE WITH STATE OF NEBRASKA

Rachel Garver, Treasurer; and Kerin Peterson, Director, Facilities and Properties

5. 9:30 A.M. - EXECUTIVE SESSION (PENDING AND POTENTIAL

LITIGATION AND LEGAL ADVICE)

Kristy C. Bauer and Dan Zieg, Deputies County Attorney; Terry Wagner Sheriff; and Ben Houchin, Chief Deputy Sheriff

6. 10:00 A.M. - COVID-19 UPDATE AND RESPONSE

7. CHIEF ADMINISTRATIVE OFFICER REPORT

A. Lancaster County 101

Documents:

[CAO__A__County Clerk - Correspondence ~ - 2021 Legislative Priorities.PDF](#)

8. DEPUTY CHIEF ADMINISTRATIVE OFFICER REPORT

A. Lancaster County 2020 Priorities

Documents:

[Deputy CAO _A_ County Board Priorities 2020.pdf](#)

9. DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

A. Chamber Coffee

Wednesday, November 4, 2020
Flowerday / Schorr

10. SCHEDULE OF BOARD MEMBER MEETINGS

A. Justice Council

Friday, November 6, 2020 @ 7:30 a.m.
Schorr / Vest

B. Region V Behavioral Health Advisory Committee Meeting

Monday, November 9, 2020 @ 10:00 a.m.
Yoakum

C. Region V Governing Board Meeting

Monday, November 9, 2020 @ 10:30 a.m.
Yoakum

D. Lincoln - Lancaster County Board of Health

Tuesday, November 10, 2020 @ 5:00 p.m.
Flowerday

E. Lancaster County Mental Health Crisis Center Advisory Committee

Wednesday, November 11, 2020 @ 12:00 p.m.
Yoakum

11. EMERGENCY ITEMS

12. ADJOURNMENT

**STAFF MEETING MINUTES
LANCASTER COUNTY BOARD OF COMMISSIONERS
THURSDAY, OCTOBER 29, 2020
COUNTY-CITY BUILDING
ROOM 112 – CITY/COUNTY CHAMBERS
8:30 A.M**

Commissioners Present: Rick Vest, Vice Chair; Deb Schorr; and Christa Yoakum

Commissioners Absent: Sean Flowerday, Chair; and Roma Amundson

Others Present: David Derbin, Chief Administrative Officer; Ann Ames, Deputy Chief Administrative Officer; Dan Nolte, County Clerk; and Leslie Brestel, County Clerk's Office

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 October 28, 2020.

The Chair noted the location of the Open Meetings Act and opened the meeting at 8:35 a.m.

AGENDA ITEM

1. APPROVAL OF STAFF MEETING MINUTES FOR OCTOBER 22, 2020

MOTION: Yoakum moved and Schorr seconded approval of the October 22, 2020 Staff Meeting minutes. Schorr, Vest and Yoakum voted yes. Flowerday and Amundson were absent. Motion carried 3-0.

2. WEEKLY H.R. PAYROLL SYSTEM TRANSITION UPDATE – Kevin Nelson, Accounting Operations Manager, County Clerk's Office; and Dennis Meyer, Budget and Fiscal Officer

Nelson stated the grant reporting has been updated and the departments should have the reports needed. The labor distribution reports through October 21, 2020 and the payroll department approval form have been sent to all departments. Additionally, he said work continues on resolving the payroll issues for the Sheriff's Office.

A. Additional Support Contract with Cheryl Sandy from eVerge

Meyer noted an additional support contract with Sandy should be discussed as the current contract would end her services the first part of December. The exact timeline and parameters of a contract would need to be determined and brought to a future meeting.

3. EXECUTIVE SESSION (LEGAL ADVICE AND LABOR NEGOTIATIONS) – Doug Cyr, Chief Deputy County Attorney; Kristy Bauer and Eric Synowicki, Deputies County Attorney; Brad Johnson, Director, Corrections; and Doug McDaniel, Director, Lincoln-Lancaster County Human Resources

MOTION: Schorr moved and Yoakum seconded to enter Executive Session at 8:48 a.m. for the purposes of receiving legal advice, labor negotiations and to protect the public interest.

The Vice Chair said it has been moved and seconded that the Board enter Executive Session.

ROLL CALL: Schorr, Vest and Yoakum voted yes. Flowerday and Amundson were absent. Motion carried 3-0.

The Vice Chair restated the purpose for the Board entering Executive Session.

MOTION: Schorr moved and Yoakum seconded to exit Executive Session at 9:39 a.m. Schorr, Vest and Yoakum voted yes. Flowerday and Amundson were absent. Motion carried 3-0.

4. H.R. PAYROLL SYSTEM ITEMS – Doug McDaniel, Director, Lincoln-Lancaster County Human Resources; Kristy Bauer, Deputy County Attorney

Kevin Nelson was also available for discussion.

A. Daylight Savings Time

McDaniel said past practice has been employees are paid for the hours worked.

B. Injury Leave and Hours Worked

McDaniel stated many departments are not using injury leave in the calculation of overtime. Bauer noted the Personnel Policy Board will act on a rule amendment for the unrepresented employees on November 5, which will roll to the Board's following Tuesday meeting.

Nelson added a programmatic change in Oracle will be needed to get the rule change into production. It will be part of the additional contract with eVerge as discussed earlier in the meeting.

C. Holiday Pay and Hours Worked

McDaniel said holiday pay will not be used in calculating overtime hours. There will be a policy clarification for the unrepresented employees at the upcoming Personnel Policy Board meeting.

5. HUMAN SERVICES UPDATE – Sara Hoyle, Director, Lincoln-Lancaster County Human Services

A. General Assistance and Medicaid Expansion

With the expansion of Medicaid, Hoyle reported the transition for clients from General Assistance to Medicaid was seamless. Two General Assistance caseworkers will remain no longer than November 30 to complete the closing out of the program. She noted the Board will continue to see claims submitted through the next year. The various provider contracts for General Assistance programming will not be terminated until all the reimbursement payments are received.

Hoyle stated the County is still responsible for cremations. The County receives an average of two cremation applications per week.

B. OJJDP Juvenile Justice System Enhancements Federal Grand Award in the Amount of \$500,000

Hoyle said the three-year grant will build a mental health diversion program for youth. Lancaster County is one of ten sites to receive this grant.

C. OJJDP Juvenile Justice and Mental Health Collaboration Program Federal Grand Award in the Amount of \$622,883

Hoyle stated this is a three-year grant for expanded crisis mental health services with Bryan Hospital for youth. This will meet the gap between youth that need to be hospitalized and youth that require crisis respite care. The program will have trained and licensed mental health nurse practitioners. Lancaster County is one of six sites to receive this grant.

The Board requested a press release on the grant awards be sent out.

Hoyle reminded the Board of the upcoming statewide Juvenile Detention Alternatives Initiative (JDAI) conference. The conference will be held virtually.

ACTION ITEM

A. Acceptance of OJJDP Juvenile Justice System Enhancements Federal Grant Award in the Amount of \$500,000

MOTION: Schorr moved and Yoakum seconded approval of Items 7A and 7B. Schorr, Vest and Yoakum voted yes. Flowerday and Amundson were absent. Motion carried 3-0.

B. Acceptance of OJJDP Juvenile Justice and Mental Health Collaboration Program Federal Grant Award in the Amount of \$622,883

See item 7A.

6. COVID-19 UPDATE AND RESPONSE

Lopez reported the County's total number of positive COVID-19 cases is 9,072, with 744 being reported last week. The positivity rate is 13.5% with a daily average of 104 positive cases. She noted that was the highest number of cases reported in a week since the beginning of the pandemic. In September 2457 positive cases were reported. The number of cases continue to increase, especially in the 30-59 and 60-79 age groups. There are 424 cases in the K-12 schools. To date, 45 COVID related deaths have been reported. By the end of September there were 24 deaths.

Lopez said there is a surge plan for the hospitals. Currently, there are 62 individuals hospitalized. Governor Ricketts has instituted a process for hospitals to get additional staff to maximize resources.

Businesses are encouraged to reduce their density and telework when possible.

Lopez stated 86 events have been approved.

Regarding the Centers for Disease Control and Prevention (CDC) updated exposure guidelines, none of the City or County policies need to be changed. Travel policies are being reviewed for any necessary changes.

When asked about contact tracing, Lopez said there are 50 individuals assisting with contact tracing.

The State has access to rapid testing to be used with symptomatic individuals with results available in 15 minutes. Lopez said she hopes to use them for essential employees within the City and County. There is no cost for the test itself, but there may be an administration fee.

Lopez said it seems that small gatherings are contributing to higher positive test numbers. She suggested individuals wear masks when at gatherings.

7. ACTION ITEM

- A. Acceptance of OJJDP Juvenile Justice System Enhancements Federal Grant Award in the Amount of \$500,000**
- B. Acceptance of OJJDP Juvenile Justice and Mental Health Collaboration Program Federal Grant Award in the Amount of \$622,883**

Items moved forward on agenda.

C. Settlement Agreement and Release with Kelly Kubicek

MOTION: Schorr moved and Yoakum seconded approval of the settlement agreement. Schorr, Vest and Yoakum voted yes. Flowerday and Amundson were absent. Motion carried 3-0.

NOTE: A copy of the agreement is on file in the Clerk's Office.

D. Resolution in the matter of Authorization to Approve Administrative Items and Payments in the Event the County Board must Adjourn in Response to the COVID-19 Pandemic

Derbin stated the policy set at the outset of the pandemic needed to be updated to ensure the County's business can continue in the event the Board must adjourn due to the pandemic (Exhibit 1).

MOTION: Schorr moved and Yoakum seconded approval of the resolution. Schorr, Vest and Yoakum voted yes. Flowerday and Amundson were absent. Motion carried 3-0.

8. DEPUTY CHIEF ADMINISTRATIVE OFFICER REPORT

A. Lancaster County 2020 Priorities

Derbin said the quarterly Planning Information Services (IS) updates have been scheduled through 2021.

9. DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

A. County Board Chair/Vice Chair Monthly Meeting with Planning – Flowerday/Vest

Vest reported there were discussions on the 2040 Comprehensive Plan.

OTHER MEETINGS ATTENDED

Tri-County –Vest

Vest stated Douglas County presented health initiatives. Lancaster County presented on the importance of inheritance tax, which Douglas County would support. Don Kelly, Sarpy County Board Chairman, said he would not oppose the inheritance tax initiative. Kelly added he will provide information to the Nebraska Association of County Officials (NACO) on what inheritance tax does for Sarpy County. Additionally, the 24/7 Sobriety Program, and the authority of health boards in times of pandemic were discussed.

Derbin added there has been little positive progress on holding open meetings via Zoom.

10. SCHEDULE OF BOARD MEMBER MEETINGS

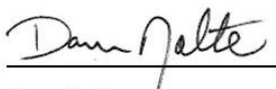
Informational only.

11. EMERGENCY ITEMS

There were no emergency items.

12. ADJOURNMENT

MOTION: Schorr moved and Yoakum seconded to adjourn at 10:27 a.m. Schorr, Vest and Yoakum voted yes. Flowerday and Amundson were absent. Motion carried 3-0.



Dan Nolte
Lancaster County Clerk



INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, (“Effective Date”) by and between the County of Lancaster, Nebraska, a county and political subdivision of the State of Nebraska, hereinafter referred to as “County”, and the City of Lincoln, Nebraska, a municipal corporation and political subdivision of the State of Nebraska, hereinafter referred to as “City”, for the purpose of establishing a pretrial diversion plan for minor traffic violations for the County and City.

WHEREAS, pursuant to Neb. Rev. Stat. §§ 29-3601 through 29-3609 (Reissue 2016), any city attorney and any county attorney may establish a pretrial diversion plan for minor traffic violations consisting of a driver’s safety training program;

WHEREAS, the City Attorney of the City of Lincoln (“City Attorney”) and the County Attorney of the County of Lancaster (“County Attorney”) have established such a pretrial diversion plan for minor traffic violations;

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827 (Reissue 2012, Cum. Supp. 2018), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities;

WHEREAS, the City and the County, as units of local government in the State of Nebraska, believe that it is mutually advantageous to local communities that the County’s Department of Community Corrections (“Community Corrections”) administer both the City’s and the County’s pretrial diversion plans for minor traffic violations;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained

herein, the City and the County agree as follows:

1. Purpose. The City Attorney, with the concurrence of the City Council of the City (“City Council”), and the County Attorney, with the concurrence of the Board of County Commissioners of the County (“County Board”), hereby each establish a pretrial diversion plan for minor traffic violations (“Safety Training Option Program”, or “STOP”) pursuant to Neb. Rev. Stat. §§ 29-3601 through 29-3609 (Reissue 2016). The County shall administer STOP for the City and the County through Community Corrections for eligible individuals prosecuted for minor traffic violations by the City Attorney and/or by the County Attorney.

For minor traffic violations committed on or after the Effective Date, STOP shall supersede any prior pretrial diversion plan(s) for minor traffic violations established by the City Attorney and/or the County Attorney. This Agreement shall have no effect whatsoever with respect to minor traffic violations committed prior to the Effective Date, and the pretrial diversion plan(s) for minor traffic violations in place on the date of those violations, if any, shall continue to apply to those minor traffic violations notwithstanding any other provisions of this Agreement.

2. Terms and Conditions of STOP. The criteria, terms, conditions, policies, and procedures for STOP shall be those criteria, terms, conditions, policies, and procedures set forth in Exhibit A, which Exhibit A is attached hereto and incorporated herein by this reference. These criteria, terms, conditions, policies, and procedures are subject to review and modification or change by amendment to this Agreement.

3. Administration. The County shall be responsible for all aspects of administering STOP and may set reasonable fees for registration, administration, classes, and participation in STOP, including reasonable changes to such fees from time to time, provided that fees shall not

exceed the actual costs to operate STOP, to promote driver safety, and to pay for the costs of administering and operating other safety and educational programs within the City and the County. Current fees for STOP, subject to the County's power to set reasonable fees, including reasonable changes from time to time, are set forth in Exhibit B, which Exhibit B is attached hereto and incorporated herein by this reference. The participants in STOP shall be responsible for payment of such fees, except that the County may, in its sole and absolute discretion, reduce the fee for a participant based upon the ability of a participant to pay the fee. The fee collected, if any, shall be allocated as provided in Paragraph 5 and Exhibit C, which Exhibit C is attached hereto and incorporated herein by this reference.

4. Compensation. In consideration of the County's administering the City's Safety Training Option Program, it is agreed that the County may retain a portion of the fees received from the City's Safety Training Option Program equivalent to the County's actual costs to operate the City's Safety Training Option Program, as set forth in Exhibit C. The County shall remit to the City the City Attorney's portion of the fees received from the Safety Training Option Program in each calendar month during the Term of this Agreement within fifteen (15) business days of the conclusion of that calendar month. The County and City agree that the portion of the fee monies retained by the County pursuant to this Paragraph shall constitute full compensation from the City to the County for all services performed by the County for the City pursuant to this Agreement.

5. Establishment of STOP Fund, Safety Fund, Educational Fund, and Committee.

A. The City and the County hereby create the STOP Fund, which shall be maintained as a separate account in the Lancaster County Treasurer's Office ("Treasurer's Office"). On the

Effective Date, one hundred percent (100%) of the monies in the existing “S.T.O.P. Law Enforcement Fund” in the Treasurer’s Office shall be transferred to the STOP Fund and administered pursuant to this Agreement. Each one hundred (\$100) dollar STOP fee collected shall be placed in the STOP Fund. A portion of fees from the STOP Fund shall be further distributed into the Student Drivers Safety Fund and the Student Drivers Education Fund. The allocation of the fees to be placed in the STOP Fund are set forth in Exhibit C.

(i) **Drivers Safety Fund:** The City and the County hereby create the Student Driver Safety Fund (“Safety Fund”), which shall be maintained as a separate account in the Treasurer’s Office. A portion of fees from the STOP Fund shall be placed into the Safety Fund. Six percent (6%) of every Stop fee shall be transferred to the Safety Fund. The portion of fees to be placed into the Safety Fund account is set forth in Exhibit C. In addition, Six percent (6%) of the monies in the existing “S.T.O.P. Law Enforcement Fund” in the Treasurer’s Office on the Effective Date shall be transferred to the Safety Fund and administered pursuant to this Agreement. The Safety Fund shall be used exclusively for the City and the County: (i) to promote driver safety within the City and the County; and/or (ii) to pay for the costs of administering and operating other safety and education programs within the City and the County.

(ii) **Drivers Education Fund:** The City and the County hereby create the Student Driver Education Fund (“Education Fund”), which shall be maintained as a separate account in the Treasurer’s Office. The Education Fund shall have two (2) separate accounts for the following Public School Districts in the City and the County (“School Districts”): one (1) account for the Lincoln Public School District; and one (1) account for

the Norris, Raymond Central, Malcolm and Waverly Public School Districts. A portion of fees from the STOP fund shall be placed into the accounts in the Education Fund. Seven percent (7%) of every STOP fee shall be transferred to the Education Fund. The portion of fees to be placed into each account in the Education Fund is set forth in Exhibit C. In addition, seven percent (7%) of the monies in the existing "S.T.O.P. Law Enforcement Fund" in the Treasurer's Office on the Effective Date shall be transferred to the Education Fund and administered pursuant to this Agreement. Of the seven percent (7%) of the monies transferred from the existing "S.T.O.P. Law Enforcement Fund" and of every STOP fee collected, seventy eight and one half percent (78.5%) of the monies shall be placed in the Education Fund's Lincoln Public School District account, and twenty one and one half percent (21.5%) of the monies shall be placed in the Education Fund's Norris, Raymond Central, Malcolm and Waverly Public School Districts account. The Education Fund shall be used exclusively for the City and the County to educate student drivers enrolled in the School Districts by paying for the costs of student driver education courses for students who are eligible for free or reduced lunch in their respective School District.

B. The City and County hereby create the STOP and Education Funds Committee ("Committee") to administer the STOP and Education Funds. The Treasurer of the Committee shall be the County Treasurer. Community Corrections shall be the Clerk and recordkeeper of the Committee. The Committee shall consist of the following voting members: (i) The Director of Community Corrections; (ii) The City Attorney, or her or his designee; (iii) The County Attorney, or her or his designee; (iv) The Chief of the City Police Department, or her or his designee; and (v) The County Sheriff, or her or his designee. In addition, the Committee shall

include the following non-voting members: (i) the Superintendent of Law Enforcement and Public Safety of the Nebraska State Patrol, or her or his designee; and (ii) the Chief of the University of Nebraska-Lincoln Police Department, or her or his designee.

C. The Committee may conduct business only during a meeting held pursuant to the Open Meetings Act, Neb. Rev. Stat. §§ 84-1407 through 84-1414, and the Committee may not convene a meeting without a quorum of voting members present. A majority of the Committee's voting members shall constitute a quorum of the Committee. Action by the Committee shall require assent by a majority of the quorum of voting members present. To assist in the conduct of its meetings the Committee may adopt bylaws not inconsistent with the terms of this Agreement and may appoint officers from its constituency.

D. The Clerk shall call each meeting by publishing an agenda for the meeting and transmitting the agenda to each member of the Committee five (5) business days in advance of the meeting. The Committee shall meet once per each calendar quarter during the Term of this Agreement, except that: (i) the Committee may not meet if no applications for funding have been submitted since the last meeting, provided that the Committee must meet at least twice per calendar year; (ii) the Committee may meet more frequently pursuant to Paragraph 5.E and Paragraph 16 of this Agreement; and (iii) the Committee shall cease meeting once the Committee has been terminated pursuant to Paragraph 16 of this Agreement.

E. The Committee shall administer the STOP Fund for the sole and exclusive purpose of providing funding to Eligible Applicants to promote driver safety within the City and the County and/or to pay for the costs of administering and operating other safety and education programs within the City and the County. The STOP Fund shall not be utilized for educating

student drivers enrolled in the School Districts by paying for the costs of student driver education courses for students who are eligible for free or reduced lunch in their respective School District. The Committee shall adopt written Guidelines governing the process by which Eligible Applicants may apply to the Committee for such funding. Notwithstanding the limitations on meeting frequency in Paragraph 5.D of this Agreement, the Committee shall meet within sixty days of the Effective Date to adopt such written Guidelines. For purposes of Paragraph 5.E, Eligible Applicants means:

- (i) The following agencies:
 - a. City of Lincoln Police Department;
 - b. Lancaster County Sheriff;
 - c. City Attorney;
 - d. County Attorney;
 - e. Nebraska State Patrol; and
 - f. University of Nebraska-Lincoln Police Department; and
- (ii) Political subdivisions of the State of Nebraska within the City and/or County, including offices, agencies, and departments of the City or County not enumerated in Paragraph 5.E.i above.

Any Eligible Applicant that is not a City or County office, agency, or department shall be required, prior to receiving any funding from the STOP Fund, to enter into a contract with the City and County on a form prescribed by the Committee. The form contract shall be included as an appendix to the Committee's Guidelines and shall be acceptable to the City Attorney and County Attorney. The Clerk shall present to the City Council and the County Board the Committee's

recommendation of approval of any application that requires a contract. The City Council, on behalf of the City, and the County Board, on behalf of the County, each retains its full and absolute discretion to approve, deny, or modify, in whole or in part, any such contract or recommendation.

F. The Committee shall administer the Education Fund for the sole and exclusive purpose of providing funding to the School Districts to educate student drivers enrolled in the School Districts by paying for the costs of student driver education courses for students who are eligible for free or reduced lunch in their respective School District. The Committee shall adopt written Guidelines governing the process by which the School Districts may apply to the Committee for such funding from the School Districts' respective accounts in the Education Fund. Notwithstanding the limitations on meeting frequency in Paragraph 5.D of this Agreement, the Committee shall meet within sixty days of the Effective Date to adopt such written Guidelines.

Prior to receiving any funding from the Education Fund, each School District shall be required to enter into a contract with the City and County in a form mutually agreeable to the City and County and the School District. The Clerk shall present to the City Council and the County Board each such contract that is recommended for approval by the Committee. The City Council, on behalf of the City, and the County Board, on behalf of the County, each retains its full and absolute discretion to approve, deny, or modify, in whole or in part, any such contract or recommendation.

G. The Committee at each meeting shall consider, pursuant to its Guidelines, applications received since the last meeting, provided that no member of the Committee shall participate in any consideration, deliberation, discussion, or action, indirectly or directly,

regarding an application to the STOP or Education Fund from her or his respective office, agency, or department, and any member of the Committee shall completely remove herself or himself from any influence over the consideration, deliberation, discussion, or action, indirectly or directly, regarding such an application.

H. The Clerk at each meeting shall present to the Committee a report detailing STOP utilization, STOP and Education Fund utilization, and an accounting of the STOP and Education Fund for the period since the Committee's last meeting. The Clerk shall produce an annual report detailing STOP utilization, STOP and Education Fund utilization, and an annual accounting of the STOP and Education Funds and shall transmit a copy of the annual report and annual accounting to the City Council and the County Board by the conclusion of each calendar year during the Term of this Agreement.

6. Status of Employees. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County, and employees of the County shall not be deemed to be employees of the City. The City and County shall be responsible to their respective employees for all salaries and benefits. Neither the City's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits from the other party, including, but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave, and injury leave. The City and the County shall be responsible for maintaining worker's compensation insurance and unemployment insurance for their respective employees, and for payment of all federal, state, local and any other payroll taxes with respect to their respective employees' compensation.

Furthermore, neither party, nor its employees, officers, officials, agents, or contractors, shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

7. Liability. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees. No portion of this Agreement shall be construed to constitute the waiver of the sovereign immunity of the City or the County.

8. Severability. If any portion of the Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

9. Equal Employment Opportunity. Each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable

state or federal law.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be amended except by written agreement dated subsequent to the date of this Agreement and signed by both parties as well as the City Attorney and the County Attorney.

11. Choice of Law and Interpretation. The validity, construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without reference to its conflict of law principles. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement and shall be interpreted according to the application of rules of interpretation of contracts generally.

12. E-Verify. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114 (Reissue 2012, Cum. Supp. 2018), each party 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. Neither party shall discriminate against any employee or applicant for employment to be employed in the performance of this Paragraph pursuant to the requirements of state law and 8 U.S.C. § 1324b. Each party shall

require any subcontractor to comply with the provisions of this Paragraph.

13. Third Party Rights. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the parties to this Agreement.

14. Forbearance Not Waiver. Either party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that party's rights.

15. No Separate Entity and No Tax Authority. This Agreement does not create a separate legal or administrative entity and does not authorize the levying or collecting of any tax.

16. Term and Termination. The Term of this Agreement shall begin on the Effective Date and continue unless and until the Agreement is terminated pursuant to the termination process provided in this Paragraph. This Agreement may be terminated, with or without cause, upon the mutual written consent of the parties, and such termination shall become effective one hundred eighty (180) days after the date of such mutual written consent. This Agreement also may be terminated, with or without cause, by either party upon one hundred eighty (180) days' written notice to the other party.

Once the parties consent in writing to termination or once one party provides written notice of termination as provided above, no portion of fees from STOP received on or after the date of such consent or notice shall be placed in the STOP Fund or the Education Fund, and the Treasurer's Office shall establish two (2) separate accounts for that portion of the STOP fee that hitherto had been placed in the STOP Fund and the Education Fund. One (1) separate account shall be named the City STOP Account and shall be utilized for the City's share of that portion of the STOP fee, and one (1) separate account shall be named the County STOP Account and shall

be utilized for the County's share of that portion of the STOP fee. Once the parties consent to termination or one party provides notice of termination, the City and the County each shall be allocated for their respective shares one half (1/2) of that portion of the STOP fee that hitherto had been placed in the STOP Fund and the Education Fund, and the allocations to the City and the County shall be placed in City's and County's respective STOP accounts accordingly. Upon termination, the amounts in the City and County accounts shall be disbursed to the City and County, respectively, to be used solely for the purposes authorized by Neb. Rev. Stat. § 29-3606 (Reissue 2016), and the Treasurer's Office then shall close those accounts and provide a final accounting to the Director of Community Corrections.

Notwithstanding the limitations on meeting frequency in Paragraph 5.D of this Agreement, within sixty (60) days of written consent to termination or written notice of termination, the Committee shall meet to consider any pending applications for funding from the STOP Fund and Education Fund. After that meeting, the Committee shall terminate, and the remaining monies in the STOP Fund and the Education Fund, if any, shall be returned by the Treasurer's Office, within thirty (30) days, to each Party, with one half (1/2) of the monies remaining in the STOP Fund and the Education Fund paid to the City and one half (1/2) of the monies remaining in the STOP Fund and the Education Fund paid to the County, to be used solely for the purposes authorized by Neb. Rev. Stat. § 29-3606 (Reissue 2016). Upon return of the monies to the parties, the Treasurer's Office shall close the STOP Fund account and the Education Fund accounts and provide a final accounting to the Director of Community Corrections.

In the calendar year during which termination occurs, in lieu of the annual report and accounting required by Paragraph 5.H of this Agreement, the Clerk shall produce a final report

detailing STOP utilization, STOP Fund and Education Fund utilization, and a final accounting of the STOP and Education Funds for the calendar year during which termination takes place and shall transmit a copy of the final report and final accounting to the City Council and the County Board within ninety (90) days from the date this Agreement terminates.

Any property acquired or made available by either party to this Agreement for the purposes of this Agreement shall remain the property of the party acquiring or making such property available and shall be returned to such party upon termination of this Agreement.

EXECUTED this _____ day of _____, 20____, by the County.

By the Board of County Commissioners of
Lancaster County, Nebraska

APPROVED
this ____ day of _____, 20__.

PAT CONDON, County Attorney
of the County of Lancaster, Nebraska

EXECUTED this _____ day of _____, 20____, by the City.

By the City Council of the City of Lincoln,
Nebraska

APPROVED

this ____ day of _____, 20__.

Yohance L. Christie, City Attorney
of the City of Lincoln, Nebraska

By: _____
Mayor
City of Lincoln

EXHIBIT A: STOP criteria, terms, conditions, policies, and procedures.

Lancaster County Department of Community Corrections

Safety Training Option Program: Statement of Intent and Standard Program Procedures

1. Policy Statement: It is the intent of the Lancaster Department of Community Corrections (“Community Corrections”) to administer both the City’s and County’s pretrial diversion program for minor traffic violations pursuant to Neb. Rev. Stat. §§ 29-3601 through 29-3609 (Reissue 2016).

2. Scope: This Policy and Standard Program Procedure applies to eligible minor traffic violations filed with the Lincoln City Attorney’s Office and the Lancaster County Attorney’s Office.

2a. Non-eligible Offenses include, but are not limited to:

- Speeding more than **19 mph** over the speed limit
- Injury accidents
- Leaving the scene of an accident
- Willful reckless or reckless driving
- Participating in a Speed Competition
- CDL Operator’s License holder
- No insurance
- No valid driver’s license and/or valid registration, except:
 - Eligible if renewed (**MUST** register in person with proof of renewal).

2b. There may be additional Non-eligible Offenses, which can be clarified by contacting Community Corrections @ 402-441-3600.

2c. A Safety Training Option Program (STOP) can be completed in the State of Nebraska only one time within any three-year period.

3. Safety Training Option Program Definition: A four-hour Defensive Driving Course that allows the dismissal of minor traffic citations. Completion of this course dismisses the fine, eliminates a scheduled court appearance, does not add points to a driving record, and improves driving habits. This course may be taken in online or in a classroom setting with an instructor.

4. Enrollment: If registration occurs within ten business days after receipt of the citation, court costs are dismissed. If registration occurs more than ten business days after receipt of the citation, court costs must be paid **after registering in office**.

4a. Registration:

4a(1). Register online at the following website: <http://lanaster.ne.gov/> .

Select: Community Corrections

Select: Safety Training Option Program from navigation pane.

Requirements for online registration:

- ✓ Citation (issued in *Lancaster County*)
 - ✓ Valid Driver's License
 - ✓ \$100.00 (**Non-refundable**) Credit/Debit card**
- **Credit/Debit cards processing fees are applicable*

4a(2). Register in person at Community Corrections.

605 S. 10th Street, Suite B131, Lincoln NE 68508

Monday – Friday, 8:00am to 4:30pm

Requirements for in person registration:

- ✓ Citation (issued in *Lancaster County*)
- ✓ Valid Driver's License
- ✓ \$100.00 (**Non-refundable**) Cash, Money Order, or Credit/Debit card**

***Credit/Debit cards processing fees are applicable*

4a(3). Register over the phone by calling: 402-441-1942.

Requirements for phone registration:

- ✓ Citation (issued in *Lancaster County*)
- ✓ Valid Driver's License
- ✓ \$100.00 (**Non-refundable**) Cash, Money Order, or Credit/Debit card**

***Credit/Debit cards processing fees are applicable*

4b. Payment of Court Costs:

4b(1). If court costs are not paid it will appear to the court that the course has not been completed and the driver's license will be suspended. Court costs may be paid in person at the court house or by check at Community Corrections.

4b(2). Checks for the exact amount of court costs may also be mailed to the City Attorney's office for tickets originating with the Lincoln Police Department.

Mail to: Lincoln City Attorney
555 South 10th Street
Lincoln, NE 68508

5. Classroom Learning: Lancaster County conducts onsite STOP classes for individuals who prefer this method of learning. Registration for onsite learning may be done online or in person.

5a. All onsite training classes are conducted by instructors certified through the National Safety Council.

5b. Community Corrections uses standardized written curriculum designed to educate persons committing minor traffic violations and to deter future violations. A test score of 80% or higher is required to successfully pass the course.

5c. Certificates of Completion from the National Safety Council are provided to individuals at the completion of the four-hour, onsite class.

5d. Anyone scheduled for classroom training who is not reflected on the attendance record will receive notice to reschedule before the citation due date, or pay the cost of the ticket to the Lancaster County Court.

5e. Failure to reschedule will result in the citation being filed.

6. Online Learning: Lancaster County offers online STOP classes for individuals who prefer this method of learning. Registration for online learning may be done online or in person.

6a. Certificates of Completion from the National Safety Council are available to print at the completion of the online class.

6b. Community Corrections uses standardized written curriculum designed to educate persons committing minor traffic violations and to deter future violations. A test score of 80% or higher is required to successfully pass the course.

6c. Class completion time is dependent upon computer speed and user preference.

6d. Failure to complete the online course by the citation due date will result in the citation being filed.

7. Reporting Actions: The Department of Community Corrections reports all STOP information to the necessary agencies and database management systems.

7a. At a minimum of one time weekly, completed classroom and online training courses are downloaded into a statewide database. Registration and class completion information is entered into the statewide database to ensure individuals can take STOP only one time within any three-year period (ticket date to ticket date).

7b. Any individual who has registered and failed to complete the training course is reported to the City Attorney and the County Attorney offices.

EXHIBIT B: Current fees for STOP.

Safety Training Option Program Fee Schedule

COURSE FEE: \$100.00 (Non-refundable)

Payment method: Cash, Money Order, or Credit/Debit card**

***Credit/Debit cards processing fees are applicable*

EXHIBIT C: Allocation of STOP fee monies pursuant to and subject to Paragraph 4 and 5 of the Agreement.

Safety Training Option Program Allocation Schedule during Calendar Year 2020 and subsequent Calendar Years during the Term

STOP FEE \$100

COSTS OF ADMINISTERING AND OPERATING STOP -\$87

Community Corrections Administrative Costs	-\$57
Course Fee	-\$20
City Attorney / County Attorney Administrative Costs	-\$10

COSTS TO PROMOTE DRIVER SAFETY, AND COSTS OF ADMINISTERING AND OPERATING OTHER SAFETY AND EDUCATIONAL PROGRAMS WITHIN THE CITY AND COUNTY -\$13

STOP Fund	-\$6
Drivers Education Fund	-\$7

Lincoln Public School District	-\$5.50
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Norris, Raymond Central, Malcolm and Waverly Public School Districts	-\$1.50
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\$0

2021 LANCASTER COUNTY LEGISLATIVE PRIORITIES

I. LEGISLATIVE PRIORITIES FOR 2021 SESSION

- 1. Recovery of Costs for Lodging Mentally Incompetent Criminal Defendants in County Jails Pending Transfer to DHHS for Restoration of Competency to Stand Trial and Priority for Placement at State Hospitals for the Mentally Ill**

Neb. Rev. Stat. § 29-1823 (Supp. 2019, as amended by LB881(2020) § 18) provides that when a trial court determines that a criminal defendant is mentally incompetent to stand trial and that there is a substantial probability the defendant will become competent in the reasonably foreseeable future, the trial court shall order the defendant to be restored to competency to stand trial by committing the defendant to the care of the Nebraska Department of Health and Human Services (“DHHS”). Despite a commitment, DHHS does not immediately accept transfer of these defendants from county jails. Instead, while these defendants await transfer to DHHS, county jails continue to lodge these defendants at the cost of counties. An amendment is sought to require DHHS to accept transfer of these defendants within sixty days of the judicial order of commitment to DHHS and to allow counties to recover from DHHS the costs of lodging these defendants in the interim.

Additionally, Neb. Rev. Stat. § 83-338 sets priorities for admission to state hospitals for the mentally ill. The priorities do not necessarily reflect the public health and safety concerns related to clients awaiting placement at the Regional Center. These wait times adversely impact available capacity at the Mental Health Crisis Center, among other facilities.

- 2. Appropriations Bill to Cover Costs of State Public Assistance Programs (Medicaid)**

Pursuant to Neb. Rev. Stat. § 68-130, counties currently pay the cost of maintaining office and service facilities for the Department of Health and Human Service (“DHHS”) to administer Medicaid. A bill is sought to appropriate adequate funds to pay the cost of maintaining DHHS’ Medicaid office and service facilities.

- 3. Provide County Engineer with Statutory Authority to Tow Vehicles Stranded on County Roads During Snow Storms**

During snow storms motor vehicles can get stuck on county roads and abandoned by the owners, interfering with the safety and efficiency of the county engineer's snow removal operations. Under existing law, only the county sheriff has authority to ticket an abandoned vehicle and have it towed. Providing legislative authority to the county engineer to tow such abandoned vehicles would ensure a safe and efficient snow removal process on county roads.

4. Infrastructure Funding Mechanisms

The number of structurally deficient county bridges in Nebraska is increasing at an alarming rate. At the same time, counties have limited options to fund the repairs needed to address this public safety issue. It is a priority to seek alternative funding and financing mechanisms, and to maintain and strengthen existing funding and financing mechanisms, for county infrastructure repair.

5. Authorize a 24/7 sobriety program permit for operating a motor vehicle as a condition of bail

The 24/7 Sobriety Program has been successfully used in other states to reduce recidivism for alcohol-related offenses such as driving under the influence. Lancaster County is in the process of establishing a 24/7 program under the supervision of the County's Community Corrections Department. Statutory changes are needed to mandatory sentencing and driver's license provisions to provide incentives for participants to actively participate and complete the program.

6. Amend the Mental Health Commitment Act to allow Sharing of Mental Health Information Among Providers and Law Enforcement Agencies

The strict limitations on the release of mental health records under Neb. Rev. Stat. § 71-961 can interfere with continuity of care and the ability of law enforcement to protect the public safety. Section 71-961 should be broadened to allow providers to share mental health records when it will assist in providing better continuity of care or when the safety of an individual or the public can be enhanced by allowing law enforcement agencies to have such information.

II. STANDING PRIORITIES

1. **Property Tax Relief**

Property tax relief continues to be the top legislative priority for Lancaster County. It is of utmost importance that Lancaster County preserve its ability to utilize Inheritance Tax revenue to provide significant property tax relief to Lancaster County residents.

In addition, pressure on the property tax can be reduced by eliminating unfunded mandates which primarily benefit the State, including the obligation of counties to pay rent for certain Health and Human Services facilities under Neb. Rev. Stat. § 68-130.

Finally, reliance on the property tax can be achieved by diversifying county revenue sources. Potential new revenue sources for counties could include:

- Tobacco tax increase
- Occupation tax on wineries
- Remove sales tax exemption on soda, energy drinks, and candy, and earmark the proceeds for property tax relief
- Increase statutory fees to keep pace with the cost of the service being provided
- Establish reasonable fees for services provided by the county engineers for issuance of driveway permits, right-of-way permits, subdivision reviews, load permits, and for petitions to vacate or abandon a county public road

2. **Funding for Adult Criminal Justice System Reform**

Lancaster County's jail population and probation housing costs have increased as a direct result of 2015 Neb. Laws LB 605. Funding for the County Justice Reinvestment Grant Program created under LB 605 should be maintained or increased to help offset these additional costs. Additional property tax savings could be realized through criminal justice reforms such as no cash bail, and mandating home arrest for inmates who qualify for work release and for persons convicted for nonsupport of their children.

3. **Funding for Juvenile Justice Reform**

Juvenile justice reform under 2013 Neb. Laws LB 561 is not being adequately funded. With the passage of 2018 Neb. Laws LB 1112, adequate funding becomes even more critical. Additional funding should be appropriated for community-based post adjudication services, and existing

funding levels for the Juvenile Justice Community Based Aid Program should be maintained or increased.

4. Public Building Commissions, Joint Public Agencies, and Interlocal Cooperation

Public building commissions, joint public agencies, and interlocal cooperation are vital to Lancaster County's ability to provide sustainable services to a safe, healthy, and diverse community. The power to cooperate with other governmental entities to benefit our citizens through these joint entities and agreements must be preserved.

Neb. Rev. Stat. §§ 13-1301 through 13-1312 allow Lancaster County and the City of Lincoln to utilize the Public Building Commission to jointly acquire, construct, remodel, renovate, and finance buildings, structures, and facilities for their joint use. Without this mechanism, our citizens would lose the benefits of economies of operation that add to the effectiveness of the City of Lincoln and Lancaster County and would have to suffer the inconvenience of separate City of Lincoln and Lancaster County buildings, structures, and facilities.

Similarly, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, and the Joint Public Agency Act, Neb. Rev. Stat. §§ 13-2501 to 13-2550, allow Lancaster County to make the most efficient use of its taxing authority and other powers by enabling it to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that accord best with geographic, economic, population, and other factors influencing the needs and development of the local community. The sum of the cooperation between Lancaster County and other governmental units provides a greater benefit to all of our citizens than each partner could provide in isolation.

Lancaster County Priorities	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	J. Holloway				X	
Increase Usage of Enterprise Rental Car Program	R. Walla				X	
County Infrastructure Priorities						
Facility Study for County Engineering Buildings	P. Dingman			X	X	
Funding for Roads and Bridges	P. Dingman	X			X	
Good Governance Priorities						
Draft and Implement County-wide Strategic Plan	D. Derbin & A. Ames	X			X	
Write County Task Force SOP's	D. Cary	X				
Create a County Central Code	D. Derbin	X				
Fee and Fine Reform Grant	A. Ames	X				
Annual Report	A. Ames					
Quarterly Updates from Planning and IS Depts (Scheduled through 2021)	D. Derbin					
Leadership Academy	A. Ames			X		
Establish New Employee Onboarding Program	D. Schorr			X		
Technology Upgrades/Improvement Priorities						
CJIS Construction and Implementation	B. Houchin	X				
County-wide Implementation of Pay Roll Software	D. Meyer	X				
Legislative Priorities						
Appropriations Bill to Cover Costs of State Public Assistance Programs (Medicaid)	Kissel Kohout	X				
Provide County Engineer with Statutory Authority to Tow Vehicles Stranded on County Roads During Snowstorms	Kissel Kohout	X				
Amend the Mental Health Commitment Act to allow Sharing of Mental Health Information Among Providers and Law Enforcement Agencies	Kissel Kohout	X				
Recovery of Costs for Lodging Mentally Incompetent Criminal Defendants in County Jails Pending Transfer to DHHS for Restoration of Competency to Stand Trial and Priority for Placement at State Hospitals for the Mentally Ill	Kissel Kohout	X				
24/7 Drug Testing	Kissel Kohout	X				
Mental Health Shared Information	Kissel Kohout	X				
Bridge Bonding/Infrastructure Funding Mechanisms	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				
Public Building Commissions, Joint Public Agencies, and Interlocal Cooperation	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		
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				
My City Academy - Ready to Run Initiative	C. Yoakum			X		
County Inclusive Benefits Policy	S. Flowerday	X				
Safe Community Priorities						
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						
Cash in Lieu of Program	D. Schorr			X		