

**CARE AND MAINTENANCE OF ABANDONED AND
NEGLECTED CEMETERY
UPHOFF CEMETERY
LANCASTER COUNTY**

THIS AGREEMENT made and entered into by and between the County of Lancaster, Nebraska, a governmental subdivision of the State of Nebraska, hereinafter referred to as "County" and Troy Henning, a private individual, 11913 W Martell Road, Crete, Nebraska 68333, hereinafter referred to as "Contractor"

WHEREAS, Neb.Rev. Stat. 12-805 authorizes the County to expend money for the care and maintenance of abandoned and neglected cemeteries; and

WHEREAS, the Contractor has an interest in and desires to provide the maintenance of the Uphoff Cemetery; and

WHEREAS, the County and Contractor desire to cooperate in order to provide for care and maintenance of the Uphoff Cemetery.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants hereinafter contained, it is agreed by and between the parties as follows:

1. The Contractor shall provide care and maintenance of Uphoff Cemetery, S28, T8, R5, 6th Principal Meridian, 1AC TR LOT 3 NW that includes at least three (3) mowings each year with one mowing within a period of two weeks prior to Memorial Day.
2. Care and maintenance provided by the Contractor will be monitored by the Lancaster County Weed Control Superintendent.
3. The County agrees to compensate the Contractor \$50 per mowing, not to exceed \$200 per year. Such compensation will be paid by the County upon presentation of a statement for reimbursement and documentation that services have been provided pursuant to this Agreement. Contractor further agrees that it will make any additional information available to the County to support any claim for services rendered. The Contractor agrees that it shall not be paid until services have been provided to County. The parties agree that compensation is not, nor shall it be, deemed a retainer.

It is understood and agreed that the amount stated above shall represent total reimbursement for the services provided under the terms of this contract. The County

shall not be responsible for the direct payment of any wages insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance.

4. This agreement shall become effective upon execution by both parties and shall remain in full force and effect from year to year until terminated. This agreement shall be subject to termination or review and revision at anytime with the mutual consent of both parties and may be terminated by either party at any time by giving the other party no less than (30) days advance notice prior to the close of the fiscal year of the County.

5. **Independent Contractor:** It is the express intent of the parties that this Agreement shall not create an employer/employee relationship, and the Contractor or any employee or other person acting on behalf of the Contractor in the performance of this Agreement, shall be deemed an independent contractor(s) during the entire term of this Agreement or any renewals thereof. The Contractor shall not receive any additional compensation in the form of wages or benefits from the County which are not specifically set forth in this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Contractor or any such employees of Contractor as may be engaged in the performance of this Agreement. It is the express intent of the parties that this agreement shall not create an agency relationship between the parties. Neither the County nor its employees shall be deemed agents of the Contractor, and neither the Contractor nor its employees shall be deemed to be agents of the County.

6. **Hold Harmless:** Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting there from. 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.

7. **Workers' Compensation Insurance:** The Contractor does not maintain Workers' Compensation Insurance and thus Contractor agrees that Contractor alone will perform all obligations outlined in the agreement and will not delegate any obligations to a third party.

**EXECUTED by Contractor this 19 day of April,
2017.**

By: Troy Hennings

Title: _____

**EXECUTED by the County this _____ day of _____,
2017.**

Approved as to Form this _____ day
Of _____, 2017.

Lancaster County, Nebraska
A Political Subdivision,

BY: _____
For Joe Kelly
Lancaster County Attorney

LANCASTER COUNTY BOARD OF COMMISSIONERS

