

CARE AND MAINTENANCE OF ABANDONED AND NEGLECTED CEMETERIES 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 Lincoln Tree Service, Inc., P.O. Box 6211, Lincoln, Nebraska 68506, hereinafter referred to as "Contractor"

WHEREAS, Neb.Rev. Stat. 12-805 requires the County to facilitate the care and maintenance of abandoned and neglected cemeteries; and

WHEREAS, the Contractor has an interest in and desires to provide care and maintenance of abandoned and neglected cemeteries throughout Lancaster County; and

WHEREAS, the County and Contractor desire to cooperate in the provision of trimming, removal and general maintenance of trees in order to provide for care and maintenance of the abandoned and neglected cemeteries in Lancaster County.

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 the abandoned and neglected cemeteries in Lancaster County, more particularly described in Attachment A, attached hereto and incorporated by this reference. Said care and maintenance shall consist of the trimming, removal, and general maintenance of trees, as needed.

2. Care and maintenance provided by the Contractor will be monitored by the Lancaster County Weed Control Superintendent.

3. Contractor agrees to provide these services at no cost to the County.

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.

2017 EXECUTED by Contractor this 12th day of April,
2017.

By: *Jim Kass*
Title: Owner


**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

 Official Nebraska Government Website

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Nebraska Workers' Compensation Court

NPOC0001C - Version 1.1.1.1.2

Nebraska Workers' Compensation Court

Proof of Coverage Look-Up System

Search Criteria

Employer Name: LINCOLN TREE SERVICE
 Federal Employer Identification Number:
 Coverage / Illness / Injury Date: 04/24/2017

Insurer Information

Policy Number: 1H4081518
 Effective Date: 03/01/2017
 Expiration Date: 03/01/2018
 Insurer Type: Insurance Carrier
 Insurer Name: EMC PROPERTY & CASUALTY COMPAN

[Click Here for Insurer Contact Information](#)

Insured Information

Insured Name: LINCOLN TREE SERVICE INC
 Address: PO BOX 6211
 LINCOLN NE 685060211

Additional Employers

Name	Address
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NO RECORDS FOUND.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: INSPRO Insurance, P.O. Box 6847, Lincoln, NE 68506, 402 483-4500. CONTACT NAME: Shane Elwood, PHONE: 402-483-4500, FAX: 402-483-7977, E-MAIL ADDRESS: selwood@insproins.com. INSURER(S) AFFORDING COVERAGE: Employers Mutual Insurance, NAIC #: 21415.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Lancaster County Weed Control Authority, 444 Cherrycreek Rd, Bldg B, Lincoln, NE 68528. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

*Lancaster County
Abandoned and Neglected Cemeteries*

Approved for County Care and Maintenance

The Lancaster County Commissioners agreed to provide care and maintenance to the following abandoned and neglected pioneer cemeteries:

Jordan Cemetery- 1.84 acres with 21 gravestones in 1995, located on the west side of N 134th Street 200 feet south of Raymond Road in NE 5-11-8.

Highland Precinct Cemetery- 1/10th acre with 3 gravestones in 1996, located at southwest corner of SW 114th Street and W Sprague Road in NE 32-8-5.

Uphoff Cemetery- 0.38 acre with 19 gravestones in 1996, located at southeast corner of SW 114th Street and W Martell Road in NW 28-8-5

Dietz Cemetery- 0.5 acre with 21 gravestones in 2005, located ½ mile north of Firth Road on the west side of S 68th Street in SE 28-7-7.

Evangelical Cemetery- 1 acre with 41 gravestones in 2005, located on the north side of Pioneers Blvd about 400 feet west of S 120th Street in the SE 6-9-8.

County Poor Farm Cemetery- 1 acre with an undetermined number of unmarked graves located on the south side of Alvo Road ½ mile west of NW 27th Street.