

# 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:** To the extent that Contractor will not individually perform all obligations outlined in the agreement and will delegate any obligations to a third party, Contractor shall take out and maintain during the life of this contract the applicable Statutory Workers' Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation – Required limits:

Coverage A – Coverage will include Statutory requirements

Coverage B – Employer's Liability

\$100,00 Each Person

\$100,00 Each Person by Disease

\$500,00 Policy Limit -- Disease.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the County, nor shall Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

EXECUTED by Contractor this 16<sup>th</sup> day of April, 2018.

By: Jim Ham  
Title: President

EXECUTED by the County this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Approved as to Form this \_\_\_\_\_ day  
Of \_\_\_\_\_, 2018.

Lancaster County, Nebraska  
A Political Subdivision,

BY: \_\_\_\_\_  
For Pat Condon  
Lancaster County Attorney

LANCASTER COUNTY BOARD OF COMMISSIONERS

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>INSPRO Insurance</b> P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: <b>Zach Jensen</b>
	PHONE (A/C, No, Ext): <b>402-484-4881</b>
	FAX (A/C, No): <b>402-483-7977</b>
	E-MAIL ADDRESS: <b>zjensen@insproins.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : <b>Employers Mutual Insurance</b>
	NAIC # <b>21415</b>
INSURED <b>Lincoln Tree Service Inc</b> P.O. Box 6211 Lincoln, NE 68506-0211	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1D40815	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1E40815	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1H40815	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

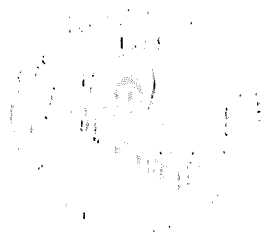
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

Lancaster County Weed Control Authority 444 Cherrycreek Rd, Bldg B Lincoln, NE 68528	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 
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*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 134<sup>th</sup> Street 200 feet south of Raymond Road in NE 5-11-8.

**Highland Precinct Cemetery-** 1/10<sup>th</sup> acre with 3 gravestones in 1996, located at southwest corner of SW 114<sup>th</sup> 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 114<sup>th</sup> 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 68<sup>th</sup> 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 120<sup>th</sup> 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 27<sup>th</sup> Street.