*C-\8-03\1* **RECEIVED** 

JUN 12 2018

LANCASTER COUNTY CLERK

Exhibit 1 REFEREE AGREEMENT

THIS AGREBMENT, made and entered into this 0 day of VNE2018, by and between TOWT, HAN/// [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

WHERBAS, 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 2018 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 employ Referee and Referee agrees to perform the services hereinafter set forth.

2. County agrees to employ 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 \$ \$ 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-four and one-half (\$0.545) cents per mile for a reasonable amount of 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 provided the Referee Coordinator with proof of automobile insurance.

4. 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

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 6 day of JUNE, 2018.
By: JOIN J. HANEL AVEL
REFEREE

EXECUTED BY THE COUNTY OF LANCASTER, NEBRASKA, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018.

THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

:

By:

APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Deputy County Attorney for PATRICK CONDON Lancaster County Attorney

6/6/2018

NEBRASKA	AUTO LIABILITY	INSURAN		Commercial
Company Nu 21407	mber Compan EMCAS	y SCO INSURANCI	rene that is the a strate by the set	
Policy Numb		and the second	Expiration E	8
	Nake/Model BUICK REGAL		the second se	tification Number 71D9227490
Agency/ Company Issuing Card	INSPRO, INC D PO BOX 6847 LINCOLN, NE 6 EB-7842- 4	8506-0847		A REPORTING:
Insured	LINCOLN FEDE	VAL BANCORP,	6	188-362-2255
	PO BOX 80038 LINCOLN, NE	68501-0038		
	See Impo	rtant Notice on	Reverse Side	

Willia ....