

**STAFF MEETING AGENDA
LANCASTER COUNTY BOARD OF COMMISSIONERS
THURSDAY, AUGUST 16, 2018
COUNTY-CITY BUILDING
ROOM 113 – THE BILL LUXFORD STUDIO
8:30 A.M.**

Location Announcement of 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 AUGUST 9, 2018**
- 2) 8:30 A.M. – CENTERPOINTE LEASE AGREEMENT (2966 "O" Street)** – Kerin Peterson, Lancaster County Facilities & Properties Director, Kristy Bauer, Lancaster County Deputy Attorney
- 3) 8:45 A.M. – 2017 SUB-RECIPIENT AGREEMENT FOR LANCASTER COUNTY (SEE ACTION ITEM 6A)** - Mark Hosking, Emergency Management Deputy Director
- 4) 9:00 A.M. – POTENTIAL LITIGATION** – Dan Zieg, Deputy County Attorney
- 5) 9:15 A.M. – FY 2018 – 2019 BUDGET UPDATE** – Dennis Meyer, Budget and Fiscal Officer
- 6) ACTION ITEM**
 - A.** Nebraska Emergency Management Agency 2017 Sub-Recipient Agreement for Lancaster County (Reallocation of \$31,813.99, Total Grant Amount of \$167,076.68)
- 7) 10:30 A.M. – BREAK**
- 8) CHIEF ADMINISTRATIVE OFFICER REPORT**
 - A.** Claim for Review PV # 620451 to 911 Custom from The Lancaster County Sheriff in the Amount of \$339.45. The Invoice is Dated November 17, 2017. This Claim is Beyond the 90 Day Time Period.
 - B.** Claim for Review PV # 620526 to Joseph D. Nigro, From the Public Defender in the Amount of \$461.23. The County Board Has Requested a Review of All Claims from Elected Officials
 - C.** Appointment of NACO Representative
- 9) CHIEF DEPUTY ADMINISTRATIVE OFFICER REPORT**
 - A.** P-Card Policy
- 10) DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED**
 - A.** Information Services Policy Committee – Brinkman
 - B.** Lincoln Parks and Recreation Advisory Board – Schorr
 - C.** Public Building Commission Chair Meeting W/Mayor – Amundson
 - D.** Lancaster County Board Chair and Vice-Chair Meeting W/Mayor – Brinkman
 - E.** Public Building Commission – Amundson/Brinkman

F. Lincoln-Lancaster County Board of Health – Avery

G. Visitors Promotion Committee - Avery

11) SCHEDULE OF BOARD MEMBER MEETINGS

A. Justice Council – Wiltgen/Schorr

Friday, August 17, 2018 7:30 a.m.

B. Lincoln Independent Business Association Elected Officials Meeting - Amundson

Tuesday, August 21, 2018 7:30 a.m.

12) EMERGENCY ITEMS

13) ADJOURNMENT

**STAFF MEETING MINUTES
LANCASTER COUNTY BOARD OF COMMISSIONERS
THURSDAY, AUGUST 16, 2018
COUNTY-CITY BUILDING
ROOM 113 - BILL LUXFORD STUDIO
8:30 A.M.**

Commissioners Present: Todd Wiltgen, Chair; Jennifer Brinkman, Vice Chair; and Bill Avery.

Commissioners Absent: Deb Schorr, and Roma Amundson.

Others Present: Kerry Eagan, Chief Administrative Officer; Ann Ames, Deputy Chief Administrative Officer; 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 August 15, 2018.

The Chair noted the location of the Open Meetings Act and opened the meeting at 8:30 a.m.

AGENDA ITEM

1) APPROVAL OF STAFF MEETING MINUTES FOR AUGUST 9, 2018

MOTION: Brinkman moved and Avery seconded approval of the August 9, 2018 Staff Meeting minutes. Brinkman, Avery and Wiltgen voted yes. Amundson and Schorr were absent. Motion carried 3-0.

2) 8:30 A.M. – CENTERPOINTE LEASE AGREEMENT (2966 "O" Street) – Kerin Peterson, Lancaster County Facilities & Properties Director; Kristy Bauer, Lancaster County Deputy Attorney

Kerin Peterson, Lancaster County Facilities & Properties Director, stated she has reached out to Topher Hansen, JD, President and CEO of CenterPointe, who expressed interest in a three to five-year lease. Peterson reviewed the agreement.

Kristy Bauer, Lancaster County Deputy Attorney, said language in the lease was reviewed and revised from the previous lease.

It was the consensus of the Board for Petersen to present the lease to Hansen.

3) 8:45 A.M. – 2017 SUB-RECIPIENT AGREEMENT FOR LANCASTER COUNTY (SEE ACTION ITEM 6A) - Mark Hosking, Emergency Management Deputy Director

Mark Hosking, Emergency Management Deputy Director, said this is a reappropriation to the Emergency Management Performance (EMP) grant for \$31,813.99 to reapply for money from the unallocated funds to be redistributed to the County.

ACTION ITEM

A. Nebraska Emergency Management Agency 2017 Sub-Recipient Agreement for Lancaster County (Reallocation of \$31,813.99, Total Grant Amount of \$167,076.68)

MOTION: Brinkman moved and Avery seconded approval of the Nebraska Emergency Management Agency 2017 Sub-Recipient Agreement for Lancaster County. Brinkman, Avery and Wiltgen voted yes. Amundson and Schorr were absent. Motion carried 3-0.

CHIEF ADMINISTRATIVE OFFICER REPORT

A. Claim for Review PV # 620451 to 911 Custom from The Lancaster County Sheriff in the Amount of \$339.45. The Invoice is Dated November 17, 2017. This Claim is Beyond the 90 Day Time Period

Kerry Eagan, Chief Administrative Officer, reported the claim was beyond the 90-day time period due to miscommunication on the invoice.

MOTION: Brinkman moved and Avery seconded to move the claim to the next Tuesday meeting as a regular claim. Brinkman, Avery and Wiltgen voted yes. Amundson and Schorr were absent. Motion carried 3-0.

B. Claim for Review PV # 620526 to Joseph D. Nigro, From the Public Defender in the Amount of \$461.23. The County Board Has Requested a Review of All Claims from Elected Officials

MOTION: Brinkman moved and Avery seconded to move the claim to the next Tuesday meeting as a regular claim. Brinkman, Avery and Wiltgen voted yes. Amundson and Schorr were absent. Motion carried 3-0.

C. Appointment of NACO Representative

Eagan reported Roma Amundson's term as Nebraska Association of County Officials (NACO) representative will expire December 31, 2018. The consensus was to defer the representative appointment until January, 2019.

DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

A. Information Services Policy Committee – Brinkman

Brinkman reported the committee discussed payroll system transition and authorized the Information Services staff to create an advisory group to make recommendations for standardization of software across all departments. They also discussed the Information Services fund balance. Brinkman noted Information Services is working with the State through a grant to detect network packets of suspicious nature to protect the integrity of election data. The Criminal Justice Information Services (CJIS) schedule is also moving forward.

CHIEF DEPUTY ADMINISTRATIVE OFFICER REPORT

A. P-Card Policy

Bob Walla, Purchasing Agent, reviewed the Purchase Card (P-Card) Policy updates. Ann Ames, Deputy Chief Administrative Officer, stated there needs to be an update to the Emergency Circumstances section to match the Miscellaneous Expenditures Resolution where the employee will contact the department P-Card Coordinator and P-Card Administrator during regular business hours.

Wiltgen expressed concern about unclear procedures on who approves agency head and elected official purchases and felt such procedures need to be included in the policy. Walla stated revisions will be made to the procedures and a revised copy will be sent to the Commissioners after which the policy will be scheduled for action at a Tuesday meeting.

4) 9:00 A.M. – POTENTIAL LITIGATION – Dan Zieg, Deputy County Attorney

MOTION: Brinkman moved and Avery seconded to enter Executive Session at 8:59 a.m. for the purposes of discussing potential litigation and to protect public interest.

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

ROLL CALL: Brinkman, Avery and Wiltgen voted yes. Amundson and Schorr were absent. Motion carried 3-0.

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

MOTION: Brinkman moved and Avery seconded to exit Executive Session at 9:07 a.m. Brinkman, Avery and Wiltgen voted yes. Amundson and Schorr were absent. Motion carried 3-0.

DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

D. Lancaster County Board Chair and Vice-Chair Meeting W/Mayor – Brinkman

Brinkman said the Mayor asked for County Board support for the Prairie Corridor on Haines Branch grant application through the Visitors Promotion Committee. Brinkman updated the Mayor on the Infrastructure Task Force, and the County budget process.

E. Public Building Commission – Amundson/Brinkman

Brinkman reported the Public Building Commission (PBC) held their budget hearing Tuesday, August 14, 2018 where the budget was adopted and new officers were elected. Kerin Peterson and her staff were directed to contact BVH Architects to attend the next meeting of the PBC to outline the plan to fix the locks at the Community Mental Health Crisis Center.

F. Lincoln-Lancaster County Board of Health – Avery

Avery indicated he did not attend the meeting.

G. Visitors Promotion Committee – Avery

Avery said the committee approved two funding proposals, one for the Prairie Corridor on Haines Branch and one for the Capitol Courtyard Gardens.

OTHER BUSINESS

Wiltgen reported he and Commissioner Schorr had a conference call with the national-level Stepping Up Initiative. He noted NACO has resources to use for the Nebraska summit which would likely be held when the Legislature is in session next year.

5) 9:15 A.M. – FY 2018 – 2019 BUDGET UPDATE – Dennis Meyer, Budget and Fiscal Officer

Dennis Meyer, Budget and Fiscal Officer, stated he had projected a valuation increase of 4.3% and the final valuation is actually 4.87%. With the increase, the \$.266576 levy would generate an additional \$386,273. He asked the Board if the budget hearing notice in the newspaper should reflect 4.3% or 4.87%.

Brinkman suggested to file with the 4.87% valuation and place the \$386,273 in cash reserve. She suggested the Board should also discuss a policy for cash reserve.

6) ACTION ITEM

A. Nebraska Emergency Management Agency 2017 Sub-Recipient Agreement for Lancaster County (Reallocation of \$31,813.99, Total Grant Amount of \$167,076.68)

Item moved forward on the agenda.

7) 10:30 A.M. – BREAK

No break was taken.

8) CHIEF ADMINISTRATIVE OFFICER REPORT

A. Claim for Review PV # 620451 to 911 Custom from The Lancaster County Sheriff in the Amount of \$339.45. The Invoice is Dated November 17, 2017. This Claim is Beyond the 90 Day Time Period

B. Claim for Review PV # 620526 to Joseph D. Nigro, From the Public Defender in the Amount of \$461.23. The County Board Has Requested a Review of All Claims from Elected Officials

C. Appointment of NACO Representative

Items A-C were moved forward on the agenda.

9) CHIEF DEPUTY ADMINISTRATIVE OFFICER REPORT

Item moved forward on agenda.

10) DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

- A.** Information Services Policy Committee – Brinkman

Item moved forward on the agenda.

- B.** Lincoln Parks and Recreation Advisory Board – Schorr

No report.

- C.** Public Building Commission Chair Meeting W/Mayor – Amundson

No report.

- D.** Lancaster County Board Chair and Vice-Chair Meeting W/Mayor – Brinkman
- E.** Public Building Commission – Amundson/Brinkman
- F.** Lincoln-Lancaster County Board of Health – Avery
- G.** Visitors Promotion Committee – Avery

Items D-G moved forward on the agenda.

11) SCHEDULE OF BOARD MEMBER MEETINGS

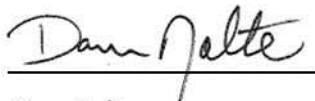
For informational purposes only.

12) EMERGENCY ITEMS

There were no emergency items.

13) ADJOURNMENT

MOTION: Brinkman moved and Avery seconded to adjourn the meeting at 9:33 a.m. Brinkman, Avery and Wiltgen voted yes. Amundson and Schorr were absent. Motion carried 3-0.



Dan Nolte
Lancaster County Clerk



**STAFF MEETING MINUTES
LANCASTER COUNTY BOARD OF COMMISSIONERS
THURSDAY, AUGUST 9, 2018
COUNTY-CITY BUILDING
ROOM 113 - BILL LUXFORD STUDIO
8:30 A.M.**

Commissioners Present: Todd Wiltgen, Chair; Jennifer Brinkman, Vice Chair; Deb Schorr, Roma Amundson and Bill Avery.

Others Present: Kerry Eagan, Chief Administrative Officer; Ann Ames, Deputy Chief Administrative Officer; Dan Nolte, County Clerk; Cori Beattie, Deputy 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 August 8, 2018.

The Chair noted the location of the Open Meetings Act and opened the meeting at 8:32 a.m.

AGENDA ITEM

1) APPROVAL OF STAFF MEETING MINUTES FOR AUGUST 2, 2018

MOTION: Amundson moved and Brinkman seconded approval of the August 2, 2018 Staff Meeting minutes. Brinkman, Amundson, and Wiltgen voted yes. Schorr and Avery were absent. Motion carried 3-0.

2) 2018-2019 FISCAL YEAR BUDGET UPDATE AND 15 ¢ ALLOCATION – Dennis Meyer, Budget and Fiscal Officer

Dennis Meyer, Budget and Fiscal Officer, discussed the \$.15 allocations and highlighted the following items for budget consideration that were not included in the filed proposed budget:

- Rural library levy
- iPad replacements and office chair replacements as presented by Joe Nigro, Public Defender
- Cleaning services for the common areas at the Municipal Services Center (MSC) building as presented by Jeff Curry, Chief Probation Officer, Adult Probation, and Cindy Wohlers-Green, Adult Probation Reporting Center Coordinator
- Purchase of an Interceptor vehicle as presented by Bob Walla, Purchasing Agent

Schorr and Avery entered the meeting at 8:38 a.m.

MOTION: Amundson moved and Brinkman seconded to approve the vehicle purchase.

There was discussion on purchase price. It was noted the vehicle would be primarily used by the County Public Defender's Office.

ROLL CALL: Brinkman, Avery, Amundson, Schorr and Wiltgen voted yes. Motion carried 5-0.

Meyer reminded the Commissioners the budget hearing is August 28, 2018.

3) CHIEF ADMINISTRATIVE OFFICER REPORT

A. Appointment of Aaron Stitt to the Visitors Promotion Committee

Kerry Eagan, Chief Administrative Officer, reported on Aaron Stitt, Visitors Promotion Committee appointee. The Board gave direction to have Stitt appointed at the next Tuesday meeting.

B. Director Annual Reviews

Eagan distributed a copy of the 2017 Directors Evaluations Memo (Exhibit A). The consensus was to follow the same procedure as last year and to begin evaluations in September.

4) CHIEF DEPUTY ADMINISTRATIVE OFFICER REPORT

- A. Claim for Review – PV #618735 – 618737 to Paramount Linen and Uniform from Property Management, Dated July 18, 2018, in the Amount of \$29.76 (3 Invoices Only, No Receipts Attached). The Invoices are All Dated from April 2018. These Claims are Beyond the 90 Day Time Period.**

Kerin Peterson, Facilities and Properties Director, stated the invoiced amounts are correct and will be ongoing expenses.

MOTION: Schorr moved and Amundson seconded to move the claim to the next Tuesday meeting as a regular claim. Brinkman, Avery, Amundson, Schorr and Wiltgen voted yes. Motion carried 5-0.

- B. Claim for Review – PV #618982 to Office Interiors and Design, from the Lancaster County Treasurer, Dated July 20, 2018, in the Amount of \$537.42. This Item Requires a Purchase Order.**

Bob Walla, Purchasing Agent, and, Candace Meredith, Chief Deputy County Treasurer, reported that there was miscommunication on the requirement of a Purchase Order for the chair.

MOTION: Amundson moved and Schorr seconded to move the claim to the next Tuesday meeting as a regular claim. Brinkman, Avery, Amundson, Schorr and Wiltgen voted yes. Motion carried 5-0.

- C. Claim for Review – PV # 618594 to Guenzel Company, C.S. from Lancaster County Corrections in the Amount of \$1,290.00. The Invoice is Dated March 16, 2018. This Claim is Beyond the 90 Day Time Period.**

Brad Johnson, Corrections Director, explained he was unaware of the 90-day time period for claim payments and that deflectors were installed for staff safety.

MOTION: Schorr moved and Brinkman seconded to move the claim to the next Tuesday meeting as a regular claim. Brinkman, Avery, Amundson, Schorr and Wiltgen voted yes. Motion carried 5-0.

5) DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

A. Lancaster County Mental Health Crisis Center Advisory Board – Avery

Avery reported the Board discussed locks, year-end statistics, the installation of Credible, and staffing issues.

6) SCHEDULE OF BOARD MEMBER MEETINGS

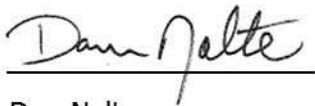
For informational purposes only.

7) EMERGENCY ITEMS

There were no emergency items.

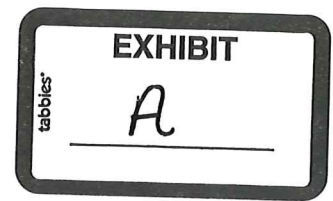
8) ADJOURNMENT

MOTION: Schorr moved and Brinkman seconded to adjourn the meeting at 9:22 a.m. Brinkman, Avery, Amundson, Schorr and Wiltgen voted yes. Motion carried 5-0.



Dan Nolte
Lancaster County Clerk





MEMO

To: Lancaster County Directors
Doug McDaniel, Human Resources Director

From: Kerry P. Eagan
Chief Administrative Officer

Re: 2017 Director Evaluations

Date: September 20, 2017

The Lancaster County Board of Commissioners will conduct annual director evaluations starting the first week of October, 2017. Evaluations will be scheduled as part of the Board's Thursday Staff Meeting. Based on input from directors, the County Board has changed the evaluation procedure. Instead of a series of prepared questions, each director will be asked to give a comprehensive report providing the County Board with information on how your department has operated since your last evaluation.

Your report should be prepared in the following format:

1. The report should focus on the main services your agency provides, as identified in the services-based budget adopted for your department;
2. List your important accomplishments for the previous year;
3. Set forth your goals for the upcoming year;
4. Identify the major challenges faced by your department in the upcoming years; and
5. Presentations, including any questions from the Board about your presentation, will be scheduled for up to forty-five (45) minutes each.

I will be contacting you in the next several weeks to schedule your evaluation. Please do not hesitate to contact me if you have any questions about this new evaluation process.

cc: County Board
Doug McDaniel, Human Resources Director

LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the owner, the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the COUNTY, and CenterPointe, hereinafter referred to as LESSEE, WITNESSETH:

1. Leased Property: The COUNTY does hereby agree to lease unto the LESSEE the following described premises:

8,947 square feet of office space located at Midtown Center, Lincoln, Lancaster County, Nebraska, more commonly known as 2966 'O' Street; and

2. Term: For use of said premises unto LESSEE beginning September 1, 2018, and continuing in full force and effect through August 31, 2023, unless and until either party shall terminate this Agreement by giving the other party written notice **three hundred sixty (360) days** in advance of such termination date, or unless the Agreement is terminated pursuant to Paragraphs 11 or 13 of this Agreement.

3. Consideration: For use of the leased premises, **LESSEE hereby agrees to pay the COUNTY the rent included in the rent schedule below beginning September 1, 2018**, and to pay the same in advance on the first day of each month thereafter. All payments are to be made payable to County/City Property Management and sent to Kerin Peterson, Director of Facilities and Properties, 920 O Street, Suite 203 Lincoln, Nebraska 68508.

Year	Rate	Sq. Ft.	Rent/Annual	Rent/Monthly
9/1/2018-8/31/2019	\$7.50/psf	8,947 sf	\$67,102.50	\$5,591.88
9/1/2019-8/31/2020	\$7.50/psf	8,947 sf	\$67,102.50	\$5,591.88
9/1/2020-8/31/2021	\$7.65/psf	8,947 sf	\$68,444.55	\$5,703.71
9/1/2021-8/31/2022	\$7.65/psf	8,947 sf	\$68,444.55	\$5,703.71
9/1/2022-8/31/2023	\$7.65/psf	8,947 sf	\$68,444.55	\$5,703.71

4. Use and Occupancy: Said leased premises are to be used by LESSEE for the provision of day rehabilitation services and for no other purpose whatsoever. LESSEE shall not knowingly permit or engage in any business in violation of municipal, county, state, or federal laws. LESSEE further agrees to not deliberately or negligently destroy, deface, damage, impair, or remove any part of the leased premises and shall otherwise maintain the premises in reasonably safe and sanitary conditions in compliance with all applicable laws and ordinances. LESSEE shall also keep the premises under its control in a clean and safe order and free from rubbish and danger of fire at all times.

5. Utilities: LESSEE shall pay all charges for utilities, including without limitation, all water, light, fuel, heat, and garbage charges accruing out of LESSEE's use and occupancy of said leased premises, and also including any and all expenses for telephone line(s), cable television, and internet services.

6. Repairs and Maintenance: LESSEE shall maintain and make all necessary repairs to the leased premises, including repairs to the **entry vestibules and hallways, and any other common areas of the leased premises**, and if necessary or required by proper governmental authority, make modifications thereto. LESSEE shall also maintain, repair or replace wiring and plumbing to the point of outlet on the leased premises. LESSEE shall maintain the heating, ventilation, air conditioning system (HVAC) when necessary. **LESSEE shall replace the heating, ventilation, air conditioning system (HVAC) when necessary. In the event LESSEE, its officers, agents, employees, or clients deliberately or negligently destroy, deface, damage, impair, or remove any part of the leased premises**, LESSEE shall be required to make or pay for any such repairs, modifications, or replacements within the leased premises. LESSEE will be responsible for all exterior maintenance, repairs and replacements, **including the roof**. LESSEE will also be responsible for snow removal on the property, including but not limited to the adjoining parking lot and sidewalks.

7. Indemnity: **LESSEE agrees to indemnify and hold harmless, to the fullest extent allowed by law, the COUNTY 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 the LESSEE's principals, officers, or employees in the performance of this Agreement. Further, LESSEE 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 LESSEE to indemnify or hold harmless the COUNTY from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.**

8. Liability for Damage: All personal property on said leased premises shall be at the risk of LESSEE, and COUNTY shall not be liable for any loss or damage to said personal property, to the LESSEE, or to any other person, caused by water, sewage, gas, or odors, or by negligence or an act by any third party, or caused in any manner whatsoever, except loss or damage caused by COUNTY's sole negligence.

9. Insurance: The COUNTY shall keep in force a policy of insurance on the structure of the building of which the leased premises are a part. **LESSEE hereby agrees to maintain and keep in force a policy of liability insurance protection insuring the COUNTY and LESSEE against all claims, demands, or actions, in the amount of not less than \$1,000,000 for injury to or a death of any one person; in an amount not less than \$2,000,000 for injury or death of more than one person in any one accident; and in an amount of not less than \$1,000,000 for damages to property, made by or on behalf of any person or persons, firm or corporation, arising from, related to, or connected with LESSEE's operations on the leased premises. LESSEE shall provide an additional insured endorsement acceptable to the COUNTY naming the COUNTY as additional insured on said policy. LESSEE shall provide a certificate of insurance and endorsement form or other proof as acceptable to the COUNTY evidencing such coverage before this Agreement commences. Failure of the COUNTY to object to the form of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any of the insurance requirements set forth herein.**

10. Alterations and Improvements: LESSEE shall not make any alterations, improvements, or changes affecting the premises used and occupied by LESSEE, without the prior written consent of COUNTY.

11. Assignment: LESSEE shall not assign this Agreement or underlet, sublet, or relinquish said premises without first obtaining written approval from COUNTY. Under no condition is the space occupied by LESSEE to be occupied by anyone other than the LESSEE without written permission by the COUNTY. Any violation of this condition will result in termination of the agreement and LESSEE shall surrender to the County the leased premises pursuant to Paragraph 14 of this Agreement. In the event any repairs or replacements are deemed necessary at the time LESSEE surrenders the leased premises, LESSEE shall be required to make and pay for such repairs or replacements prior to vacating the premises. Any assignment, underletting, subletting, or relinquishment without prior written approval from COUNTY shall be absolutely void.

12. Taxes: If the leased property or any portion thereof is determined to be taxable or subject to assessment for any reason, the LESSEE shall be obligated to pay said taxes prior to delinquency and provide the COUNTY documentation that such payment has been timely made. Any and all taxes, assessments, interest, or penalty assessed against the leased property shall be the sole responsibility of the LESSEE.

13. Right to Inspect: The COUNTY or its authorized agent shall have the right to enter upon said leased premises at all reasonable times during the lease to view the same, to ascertain if the terms and conditions of the lease, of which these premises are a part, are being complied with by LESSEE. The COUNTY or its authorized agent shall have the right to inspect all areas of the leased premises, including but not limited to the electrical, plumbing, heating, ventilation, air conditioning system (HVAC), and the exterior of the leased premises. In the event the COUNTY determines that LESSEE has failed to maintain the leased premises or failed to make necessary repairs or replacements to the leased premises as required by Paragraph 6 of this Agreement, the COUNTY shall provide LESSEE written notice of LESSEE's responsibility to make such repairs or replacements. If LESSEE fails to make such repairs or replacements within sixty (60) days, the COUNTY shall have a right to terminate this Agreement and upon termination, LESSEE shall surrender the leased premises pursuant to Paragraph 14 of this Agreement.

14. Surrender: In the event that either party terminates this Agreement pursuant to Paragraphs 2, 11, or 13 of this Agreement, or upon expiration of the term of the Agreement, LESSEE agrees to surrender to the COUNTY the peaceable possession of said leased premises with all keys, bolts, latches, and repairs, if any, in as clean and good a condition, excepting ordinary wear and tear and providential destruction, as when the tenancy commenced. In the event any repairs or replacements are deemed necessary at the time LESSEE provides notice of termination pursuant to Paragraph 2 of this Agreement, LESSEE shall be required to make and pay for such repairs or replacements prior to vacating the premises. It shall be further agreed that upon surrender or termination of the LESSEE's occupancy of the premises, whether by the LESSEE or the COUNTY giving proper notice under the terms of this agreement, LESSEE shall have no claim or right to receive compensation by virtue of the Eminent Domain Statutes of the State of Nebraska (Neb. Rev. Stat., Chapter 76, Art. 7).

15. Notices: All notices required to be made by the terms of this Agreement shall be made by delivering the same to LESSEE, Attention of Topher Hansen, Executive Director, CenterPointe, 2966 'O' Street, Lincoln, NE, or his successor or designated representative. All notices required to be made on the COUNTY shall be made to the attention of the Chair of the Board of Commissioners at 555 South 10th Street, Lincoln, NE 68508, and Kerin Peterson, Director of Facilities and Properties, 920 O Street, Suite 203 Lincoln, Nebraska 68508.

16. Forbearance Not Waiver: COUNTY'S failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of COUNTY'S rights.

17. The parties hereby agree that this Agreement constitutes the entire understanding of the parties and supersedes all prior contracts, agreements, and negotiations between the parties whether verbal or written. This Agreement may be amended only by a subsequent written agreement.

IN WITNESS WHEREOF, the COUNTY and LESSEE have hereto subscribed their signatures on the dates below indicated.

Executed by the LESSEE this ____ day of _____, 2018.

By: _____

Title: _____

Executed by the COUNTY this ____ day of _____, 2018.

THE COUNTY BOARD OF COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of
_____, 2018.

for PAT CONDON
Lancaster County Attorney



Nebraska Emergency Management Agency

2017 Sub-Recipient Agreement
for
Lancaster County

Date of Award

8/10/2018

1. Sub-Recipient Name and Address 2. Prepared by: *Mayers, Julie* 3. Award Number: 17-GA 8732-03

Lancaster County 233 S 10th St, Room 001 NE 68508	4. Federal Grant Information	
	Federal Grant Title:	Emergency Management Performance Grant
	Federal Grant Award Number/CFDA Number:	EMK-2017-EP-00005-S01 / 97.042
	Federal Granting Agency:	Grant Programs Directorate Federal Emergency Management Agency U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns

Total Award Amount	2017 Emergency Management Performance Grant
\$167,076.68	Performance Period: FROM Jul 1, 2017 – Jun 30, 2018

6. Statutory Authority for Grant: This project is supported under Public Law 108-334, the Department of Homeland Security Appropriations Act of 2017.

7. Method of Payment: Primary method is reimbursement through the on-line Nebraska Grant Management System.

8. Debarment/Suspension Certification: By signing in block 10 below, the sub-recipient official certifies that any contractors utilized are not listed on the excluded parties listed system at <http://www.sam.gov>.

9. Agency Approval

Approving NEMA Official: Bryan Tuma, Assistant Director	Signature of NEMA Official:
	Date:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient official:	Signature of Authorized Sub-Recipient Official:
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11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number: 12. Date Signed :

13. DUE DATE: 8/15/2018
Signed award and Direct Deposit Form (if applicable) must be returned to NEMA on or before the above due date.

NEBRASKA EMERGENCY

MANAGEMENT AGENCY (NEMA)

EMERGENCY MANAGEMENT PERFORMANCE GRANTS PROGRAM (EMPG)

AWARD NUMBER: EMK-2017-EP- 00005

CFDA: 97.042

SPECIAL CONDITIONS

[All information from the 2CFR 200 or SuperCircular herein can be accessed at: www.ecfr.gov]

1. This **Sub-Award** is subject to the FY2017 *Emergency Management Performance Grants Program* Guidelines and Application Kit. The Guidelines and Kit can be accessed at: www.fema.gov/grants. This Sub-Award is also subject to the current Nebraska Emergency Management Performance Grant Program Instructions, the Federal Grant Award, and to the Grant Guidance imposed on NEMA by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA). The Nebraska Grant Instructions are intended to complement rather than replace the Federal Program Guidelines published by the DHS/FEMA, and are incorporated by references into this Sub-Award together with the attached Special Conditions.

2. **Purpose:** Sub-Award funds, as appropriated by NEMA under the Fiscal Year (FY) 2017 EMPG Program, provides resources to assist State, Local, and Tribal Governments in preparing for all hazards, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 USC 5121 et seq.). www.fema.gov/pdf/about/stafford_act.pdf

3. **Overview:** Funds provided shall be used to sustain local jurisdictional Emergency Management organizations by first providing support for salaries and operational supplies for a full-time Emergency Manager and full or part time staff, and should funds permit – equipment, all needed to sustain an Emergency Management Program. All costs under these categories must be eligible under 2CFR, Part 225. www.whitehouse.gov/omb/grants_circulars

4. The **Notice to Sub-Recipient Award** is only an offer until the sub-recipient returns the signed copy of the *Notification of Sub-Recipient Award* and the last page of the Special Conditions document. Sub-Recipient agrees to make no requests for reimbursement prior to the return of these two (2) documents.

5. Sub-Recipient agrees to make no requests for reimbursement for goods or services procured by the sub-recipient prior to the performance period start date of this agreement.

6. Sub-Recipient shall comply with all applicable laws, regulations, and program guidance. Non-exclusive lists of regulations commonly applicable to DHS/FEMA grants are listed below, including the guidance:

A. Administrative Requirements

1. 2CFR, Part 200, Sub-Parts A-E – Reforms to Administrative Requirements
2. Federal Funding Accountability & Transparency Act (FFATA) [2CFR, Part 170]

B. Cost Principles

1. 2CFR, Part 200, Sub-Part E – Reforms to Cost Principles

C. Audit Requirements

1. 2CFR, Part 200, Sub-Part F – Audit Requirements

7. The EMPG program has a fifty percent (50%) Federal and a fifty percent (50%) Non-Federal Cost Match requirement

8. The Sub-Recipient agrees to use the Nebraska Grant Management System (GMS) for all financial transactions and tracking for the EMPG grant from NEMA. www.nebraskagms.com.

9. Prior to disbursement of any FY2017 grant funds, the sub-recipient will have:

1. The current and approved County Local Emergency Operation Plan (LEOP)
2. NIMS report that has been completed and submitted to NEMA Training Section for 2017

10. County/Counties located within a Region will not be allowed to receive any FY2017 grant funds for projects located with the county/counties, if the county/counties is/are not current on prior and current year DHS/FEMA/NEMA program requirements. The sub-recipient is not allowed to receive or expend funds in support of non-compliant county/counties within the Region.

11. Notwithstanding any other agreement provisions, the parties hereto understand and agree that NEMA's obligations under this agreement are contingent upon the receipt of adequate funds to meet NEMA's liabilities herein. NEMA shall not be liable to the Sub-Recipient for costs under this agreement which exceed the amount specified in the *Notice of Sub-Recipient Award*.

12. **Micro-Purchase** (2CFR, Part 200.67) – means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-Purchase procedures comprise a sub-set of a Non-Federal entity's small purchase procedures. The Non-Federal entity uses such procedures in order to expedite the completion of its lowest dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48CFR, Sub-Part 2.1 (Definitions). It is \$3,500, except as otherwise discussed in Sub-Part 2.1 of the regulation, but this threshold is periodically adjusted for inflation.

13. *All Purchase above the \$3,500 Micro-Purchase limit* – are procurement transactions that must be conducted in a manner providing for full and open competition, and quotations are obtained from an adequate number of sources.

14. Administration of the grant will be accomplished through the Nebraska GMS website:

www.nebraskagms.com .

15. 2CFR, Part 200.501: The Sub-Recipient must prepare and submit quarterly requests for reimbursement with their quarterly narrative report to NEMA for the duration of the grant performance period, on the dates set by NEMA, or until all grant activities are completed and the grant is formally closed. The Sub-Recipient may also be required to submit additional information and data requested by NEMA. Sub-Recipients **must** submit their documentation in a timely manner as outlined by grant guidance. Should your request come in later (an additional two quarters or more) than the quarterly due date, **you will forfeit reimbursement for those goods and services, since they are outside the quarter for their submission.**

16. The Sub-Recipient agrees to comply with all Reporting Requirements inclusive of submittal deadlines, and shall provide such information as required to NEMA for reporting as noted in the 2017 Federal Grant Guidelines. The jurisdiction is required to complete and submit the *Biannual Strategy Implementation Report (BSIR)* each July 15th and January 15th until the end of the grant. **The report will include a narrative summary on the projects in each program and program's progress.** A final BSIR is due 90 days after the end of the grant award period. The BSIR is accessed through the online *Grant Reporting Tool (GRT)* at: www.reporting.odp.dhs.gov . **Failure to complete the BSIR and/or the EMPG Quarterly Reports is considered non-compliance with the grant guidance, and may result in grant funds being suspended or terminated.**

17. Per 2CFR, Chapter 1, Part 170: NEMA will send the Sub-Recipient the *Federal Funding Accountability and Transparency Act (FFATA)* form that must be completed, signed, and returned to NEMA by the date specified in the cover letter to meet the FFATA reporting deadline for the 2017 EMPG grant.

18. NEMA may perform periodic reviews of Sub-Recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site visits or desk reviews, compliance and program monitoring – including inspection of all grant related records and items; comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that advances have been disbursed in accordance with applicable guidelines; confirming compliance with grant assurances; information provided on performance reports and payment requests; needs and threat assessments and strategies.

19. Per 2CFR 200.338 – Remedies for Non-Compliance: If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

20. Per 2CFR 200.213 – Suspension and Debarment: Non-Federal entities and contractors are subject to the non-procurement debarment and suspension regulation implementing Executive Order 12549 and 12689, 2CFR, Part 180. These regulations restrict awards, sub-awards, and contracts, with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The Sub-Recipient agrees to check the listing on www.sam.gov prior to doing business with a vendor or contractor, and to retain a screen-shot of the check in their records.

21. The Sub-Recipient agrees to retain all grant records for this, and any Federal grants, for three (3) years after they are notified by NEMA that the grant has been closed by DHS/FEMA.

22. The Sub-Recipient understands and agrees that it cannot use any Federal Funds, either directly or indirectly, to Lobby in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

23. When implementing the DHS/FEMA funded activities, the sub-recipient must comply with all Federal Civil Rights Laws, to include – Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting *Grant Programs Directorate (GPD)* funded activities.

24. All Recipients of financial assistance will comply with the requirements of:

- a. Drug Free Workplace Act of 1988 (41 USC 701 et seq.)
- b. Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), located in 2CFR Part 175
- c. Title I, II, and III of the Americans with Disabilities Act of 1990
- d. Age Discrimination Act of 1973 (40 USC 6101 et seq.)
- e. Title IX of the Education Amendments of 1972 (44 CFR Part 19)
- f. Rehabilitation Act of 1973 (29 USC 794)
- g. Limited English Proficiency, Executive Order 13166
- h. Animal Welfare Act of 1966 (7 USC 2131 et seq.)
- i. Clean Air Act of 1970 and Clean Water Act of 1977 (42 USC 7401), and Executive Order 11738
- j. USA Patriot Act of 2001, which amends 18 USC 175-175C

25. Dues and Conference registration fees will only be paid for the following organizations:

- 1. Nebraska Association of Emergency Managers
- 2. Nebraska Infrastructure Protection Conference
- 3. Nebraska EMT Association

4. Nebraska Hazardous Materials Association
5. Nebraska Fire School
6. Nebraska Association of County Officials
7. International Association of Emergency Manager
8. Other Associations with **direct ties** to Emergency Management like the Nebraska Floodplain and Storm Water Association (tied to the Hazard Mitigation Program)

26. The Sub-Recipient will not be reimbursed by EMPG funds for meals or lodging when travelling to meetings, conferences, or trainings. Mileage will be paid if recorded as defined in the grant application and submitted with the quarterly reimbursement request.
27. Allowable equipment categories are listed in the Grant Guidance package as categories 4, 5, 6, 7, 10, 11, 12, 14, 19, and 21. Besides being allowable, equipment must also be necessary, reasonable, and applicable to the Emergency Management Program. 2CFR 200.33 defines equipment as “tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level establish by the non-Federal entity for financial statement purposes, or \$5,000.” In this case, the capitalization threshold for equipment would be the established State level of \$1,500.
28. The Sub-Recipients are required to provide the *Authorized Equipment List (AEL)* numbers for all equipment purchased with grant awarded funds. For any item requiring an *Environmental & Historic Preservation (EHP) review*, payment will not be made if the invoiced date is prior to the EHP approval, or if there is no EHP approval on file.
29. Repair and replacement parts may only be purchased for equipment that has been purchased using DHS/FEMA preparedness grant funding.
30. No communication equipment can be purchased until approved by NEMA Communications Specialist.
31. Title to equipment costing \$5,000 or more, and acquired by the sub-recipient with funds provided under this award shall vest in the sub-recipient. When the equipment is no longer needed by the sub-recipient, and the per unit fair market value is less than \$5,000, the sub-recipient may retain, sell, or dispose of the equipment with no further obligation to NEMA. If, on the other hand, the per- unit fair market value is \$5,000 or more, then the sub-recipient must submit a written request to NEMA for disposition instructions.
32. The sub-recipient agrees to cooperate with an assessment, national evaluation efforts, information, or data collection requests, including but not limited to; the provision of any information required for the assessment or evaluation of any activities within this project.
33. To the extent that sub-recipients of a grant use contractors or sub-contractors, such recipients shall use small, minority, women owned, or disadvantaged business concerns and contractors or sub-contractors to the extent practicable.
34. Sub-Recipients must maintain an updated inventory of equipment purchased through this grant program. The approved *Inventory Record* template is available at: www.nebraskagms.com , or <https://nema.nebraska.gov/preparedness/grants> .
35. All Communications projects involving towers and tower buildings cannot be ordered until the EHP is approved by DHS/FEMA. NEMA will coordinate the approval process, and the sub-recipient agrees to provide all documents as required.
36. The Sub-Recipient shall not undertake any project having the potential to impact the EHP resources **without the prior approval of DHS/FEMA**, including, but not limited to: communications towers; physical security enhancements; new construction; and modifications to building, structures, and objects, that are fifty (50) years old or older, or as indicated by the AEL list. Sub-Recipients must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with the EHP requirements. If ground disturbing activities occur during project implementation, the sub-recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify DHS/FEMA, and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a **non-compliance finding and will not be eligible for DHS/FEMA funding**.

I have read and understood the Special Conditions for the 2017 EMPG Grant.

Signature of Jurisdiction Official

Date signed

LANCASTER COUNTY CLERK

County-City Building | 555 South 10th Street | Lincoln, NE 68508-2803

402-441-7484 | Fax 402-441-8728

DAN NOLTE
Clerk

August 8, 2018

To: Terry Wagner, County Sheriff


RE: Claim(s) to be reviewed by the Lancaster County Board of Commissioners

The Lancaster County Board of Commissioners will be reviewing the following claim(s) on Thursday, August 16, 2018, during the County Board Staff Meeting in Room 113, on the first floor of the County-City Building:

A. Vouchers 620451 on batch 231517 to 911 Custom, dated August 2, 2018 in the amount of \$339.45. The invoice is date November 17, 2017. This claim is beyond the 90 day time period (see State Statute 23-135).

Any additional documentation to support your claim may be submitted to the County Clerk's office or if you wish to appear and/or provide additional clarification regarding this claim(s) on August 16, 2018, please contact Kerry Eagan, Chief Administrative Officer, so he can schedule a specific time.

Sincerely,


Dan Nolte
County Clerk's Office

email: Kerry Eagan, County Board Office
Jen Holloway, County Attorney's Office
Michell Sewell, County Sheriff's Office
Minette Genuchi, County Board Office

A



911 Custom
6970 West 152nd Ter
Overland Park, KS 66223
913.390.8540

www.911custom.com

INVOICE

Date Invoice #
11/7/17 28672

PAID
01/22/18

this Insurance Payment was for Invoice #99436 NOT 28672

Bill To:

Lancaster County Sheriff
John McGahan
575 South 10th
Lincoln, NE 68508
USA

Ship To:

Lancaster County Sheriff
Bill Fleischer
444 Cherry Creek Rd.
Lincoln, NE 68521
USA

Rep	P.O. No.	Terms	Due Date
PH		Net 30	12/7/17

Part Number	Description	Quantity	U/M	Price	Amount
S-BK0534ITU12	PB400 VS Aluminum Bumper Full - Ford Interceptor Utility - PB400 Push Bumpers	1	ea	274.45	274.45
Shipping and Handling	Shipping and Handling	1	ea	65.00	65.00

Subtotal	Tax (0.0...	Total	Payments/Credits	Balance Due
\$339.45	\$0.00	\$339.45	-\$339.45	\$0.00

Thank you for your business. A 2% monthly service charge will be assessed on 30 Day past due invoices. (24% APR) We appreciate your prompt payment.

Michelle M. Sewell

From: Michelle M. Sewell
Sent: Thursday, July 19, 2018 11:33 AM
To: Chad W. Bryant; John A. Vik
Subject: FW: Invoice 28672 from 911 Custom
Attachments: Inv_28672_from_911_Custom_10140.pdf

29436 – Push Bumper for #807 = PD by insurance, payment was applied to wrong invoice.

So... it is invoice 28672 that is outstanding. It too was for a Push Bumper and for the same amount (see attached):

28672 – Push Bumper

- What car?
- Insurance claim?
- If yes, do we know if it got sent to Sue?

Let me know what you find out. Thanks!

VIK... PS: Today we changed the contact info for 911 to myself and Chad so we will get invoices directly now.

Michelle M. Sewell

Lancaster County Sheriff's Office
Administrative Services Officer
Direct: 402-441-8886

From: Danielle McCann <FrontDesk@911custom.com>
Sent: Thursday, July 19, 2018 11:21 AM
To: Michelle M. Sewell <MSewell@lancaster.ne.gov>
Subject: Invoice 28672 from 911 Custom

Hey Michelle,

This is the one the check got applied to for 29436.

Let me know if I need to switch the payment to reflect on 29436.

I don't show another payment for the same amount of \$339.45.

Any help on this would be appreciated.

Best Regards,

Danielle

911 Custom

Invoice Due:12/07/17
28672

Amount Due: **\$0.00**

Dear Customer :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business.

Sincerely,

911 Custom
913-390-8540

Michelle M. Sewell

From: Sue L. Eckley
Sent: Friday, July 27, 2018 2:21 PM
To: Chad W. Bryant; John A. Vik
Cc: Michelle M. Sewell; Alex P. Kelly
Subject: RE: Push Bumper Puzzle

Thanks so much, Chad. That may have been why it was confusing since it did not go over the deductible.

Have a good weekend,

Sue

From: Chad W. Bryant
Sent: Friday, July 27, 2018 2:18 PM
To: Sue L. Eckley <seckley@lanaster.ne.gov>; John A. Vik <JVik@lanaster.ne.gov>
Cc: Michelle M. Sewell <MSewell@lanaster.ne.gov>; Alex P. Kelly <AKelly@lanaster.ne.gov>
Subject: RE: Push Bumper Puzzle

Sue,

As always, thanks for looking into this for us. After thorough research, the push bumper was ordered for the accident date of 09/23/2017 and I see we estimated the damage at roughly \$800.00. The 10/28/2017 accident involved damage to the driver's door and quarter panel, not the push bumper. I will let Michelle know to pay the bill. Thank you.

From: Sue L. Eckley
Sent: Friday, July 27, 2018 10:24 AM
To: John A. Vik <JVik@lanaster.ne.gov>
Cc: Chad W. Bryant <CBryant@lanaster.ne.gov>; Michelle M. Sewell <MSewell@lanaster.ne.gov>; Alex P. Kelly <AKelly@lanaster.ne.gov>
Subject: RE: Push Bumper Puzzle

Good Morning –

The invoice 29436 was paid by the insurance carrier direct to 911. This was for the 10/22/2017 accident date where Casey Dahlke hit a deer on South 54th Street. I have never received the invoice 28672. That would appear to be for the accident date of 10/28/2017? The accident date of 9/23/2017 was never turned into insurance due to the fact that this was not over the \$2,000 deductible. **So if invoice number 28672 is for that 9/23/2017 accident date, LSO should pay for the push bumper since the total expense from this accident was under the \$2,000 deductible.** If the push bumper was for the accident date of 10/28/2017 then we can still turn that into insurance. But I will need to know for certain if that push bumper was ordered due to the accident date of 10/28/2017 and not 9/23/2017.

Thanks,

Sue

From: John A. Vik
Sent: Monday, July 23, 2018 2:45 PM

To: Sue L. Eckley <seckley@lancaster.ne.gov>

Cc: Chad W. Bryant <CBryant@lancaster.ne.gov>; Michelle M. Sewell <MSewell@lancaster.ne.gov>; Alex P. Kelly <AKelly@lancaster.ne.gov>

Subject: Push Bumper Puzzle

Sorry in advance for the long email, but trying to help organize the many pieces to this puzzle before I leave on vacation. Here's what I've been able to determine for the push bumper stuff:

This DID involve the crazy three crashes in six week fiasco with cruiser #806.

The three dates of those crashes (806) were:

#1 – 9/18/2017 (Ditch, right front) B7007202

#2 – 9/23/2017 (Deer, front) B7007343

#3 – 10/28/2017 (Deer, left side) B7008341

The other vehicle in the mix here was one crash involving 807:

#1 – 10/22/2017 (Deer, front & right side) B7008178

Based upon emails from Bill Fliesher and John McGahan (how convenient both have moved on to different jobs...) two (2) push bumpers were ordered; one for 806 likely from the 9/23/2017 crash and one for 807 from 10/22/2017. Apparently 806 was in the shop being repaired when they ran into a back-order issue on the doors – because 807 was in at the same time, they used the push bumper ordered for 806 to fix 807 sooner. Michelle and I tried figuring this out back when the bills got confusing the first or second time. We couldn't see a payment from LSO for the first one, but that wasn't atypical given the arrangements at the time. Since we hadn't gotten any more invoices requesting payment we assumed it must have been paid directly by insurance.

Meanwhile, there were two invoices:

#28672 - \$339.45

#29436 - \$339.45

It would make sense that the first was ordered for 806 and the second for 807. While there was some confusion over which incident had a payment applied, it appears one invoice was paid – the other apparently was not. I'm still trying to determine what happened with that second invoice – was it sent from 911? did John send it anywhere? why has 911 waited until now to ask about it??? Regardless of all that, if it hasn't been paid it should be.

Sue, can you make sense of which incident WAS paid for (as far as a push bumper)? Regardless of which one was ultimately used, if there is a claim without a push bumper bill I would assign it to that one... As we discussed on the phone, one thing I know for sure is that these push bumpers were ordered due to crashes. If we can submit the additional one for payment under that claim, that would be the preferred route.

The good news is we've already learned a lot of lessons from this case and our new system should minimize the chances of this happening again. All accessory parts should be included in the quote from the shop (push bumper, stickers, etc) so that each claim should have one bill – not two, or three, etc. I'd say this should about cover it for this incident, but I said that last time and here we are. Let's hope this wraps it up.

This is really all the information I have at this point, other than Chad working with John McGahan to get any specific invoice info from him. I will leave the four packets involved out for Chad while I'm gone if something else comes up. Let me know if this isn't clear as... well, just let me know...

Captain John A. Vik #902138

Professional Standards Division
Lancaster County Sheriff's Office

LANCASTER COUNTY CLERK

County-City Building | 555 South 10th Street | Lincoln, NE 68508-2803

402-441-7484 | Fax 402-441-8728

DAN NOLTE
Clerk

August 8, 2018

Joseph D Nigro
Public Defender


RE: Claim(s) to be reviewed by the Lancaster County Board of Commissioners

The Lancaster County Board of Commissioners will be reviewing the following claim(s) on Thursday, August 16, 2018, during the County Board Staff Meeting in Room 113, on the first floor of the County-City Building:

A. Voucher 620526 on batch 231575 to Joseph D Nigro, dated August 2, 2018 in the total amount of \$461.23. The County Board has requested a review of all claims from elected officials.

Any additional documentation to support your claim may be submitted to the County Clerk's Office or if you wish to appear and/or provide additional clarification regarding this claim(s) on August 16, 2018, please contact Kerry Eagan, Chief Administrative Officer, so he can schedule a specific time.

Sincerely,

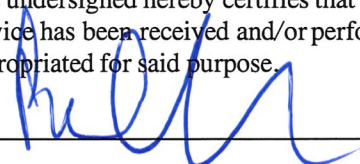

Dan Nolte
County Clerk's Office

email: Kerry Eagan, County Board Office
Jen Holloway, County Attorney's Office
Minette Genuchi, County Commissioner's Office
Monica Ross-Williams, Public Defender's Office

..... Document G/L Date	Due Date	Co	Address#	Supplier Name Amounts		
Ty Number	Item	Inv Date	G/L Class	P.O.#				Ty
	Invoice Number			JE - Remark			Gross	LT PC
Account Number	Account Description							

Batch Number	231575	Type	V	Date	8/2/2018	User ID	JPDMLR	Transaction Originator	JPDMLR	
00011	8/2/2018	8/31/2018	00011	5101		A				T
PV 620526	001	8/1/2018								
ATLANTA										
			5101			Nigro, Joseph D				
						# Public Defender's Office				
						County-City Bldg				
						Lincoln		NE 68508		
6250.64710	Meals					Atl sem			30.00	AA
6250.64725	Mileage					to/from airport			5.67	AA
6250.64715	Lodging					Atl sem			356.02	AA
6250.64730	Parking & Tolls					airport parking			28.50	AA
6250.64720	Fares					light rail			10.00	AA
6250.64720	Fares					Uber			10.36	AA
6250.64720	Fares					Uber			10.29	AA
6250.64720	Fares					Uber			10.39	AA
Totals for Document PV 620526 00011									461.23	AA

The undersigned hereby certifies that the above material and/or service has been received and/or performed and funds have been appropriated for said purpose.

By  _____

**LANCASTER COUNTY
CLAIM FOR TRAVEL EXPENDITURES**

NAME AND HOME ADDRESS Joe Nigro			ORGANIZATION PUBLIC DEFENDER		PHONE NUMBER (402) 441-7631				
DEPARTED	DATE 7/27/18	TIME 4:56 AM	RETURNED	DATE 7/29/18	TIME 10:56 P.M.				
LOCATION TRAVELED TO (CITY AND STATE): ATLANTA, GEORGIA									
MEALS CLAIMED									
DATE	BREAKFAST	LUNCH	SUPPER	\$AMT	DATE	BREAKFAST	LUNCH	SUPPER	\$AMT
7/27/18		\$10		\$10					
7/29/18		\$20		\$20					

Reimbursement for meals is not to exceed:
 for most localities \$40.00 (\$10 breakfast, \$10 lunch, \$20 supper),
 high-cost localities \$50.00 (\$10 breakfast, \$15 lunch, \$25 supper)
 Total for meals \$ 30.00

TRAVEL BY PRIVATE AUTO (OWNER/OPERATOR): YES NO
 IF YES, NUMBER OF MILES CLAIMED: 10.4 @ .545 = \$ 5.67
 DID YOU RECEIVE A TRAVEL ADVANCE: YES NO
 IF YES, PAYMENT VOUCHER NUMBER: _____ AMOUNT: \$ _____ DATE: _____

DATE	REIMBURSABLE EXPENDITURES (EXCLUDING MEALS) DESCRIPTION	AMT CLAIMED	ALLOWED
7/27-29	HOTEL	\$356.02	
7/27-29	PARKING	\$28.50	
7/29	LIGHT RAIL	\$10.00	
7/27	UBER	\$10.36	
7/28	UBER	\$10.29	
7/29	UBER	\$10.39	
	Total		

Receipts are required for: lodging (detailed), auto rental, airline tickets, out-of-pocket expenses for county owned vehicle.

I hereby claim any amount due me. The statements and attachments are true and complete.	SIGNATURE OF CLAIMANT Joe Nigro	DATE 8/1/18
I certify that I have Reviewed and Approve this claim.	SIGNATURE OF DEPARTMENT HEAD OR DESIGNEE [Signature]	DATE 8/1/18

Lincoln Airport

* RECEIPT *
* NOT VALID FOR TRAVEL *

MARTA
Airport
TVM20712
Fri 27 Jul 18 09:33AM

Payment Type: MASTERCARD
Purchase: 1 Day Pass
Amount: \$ 10.00

Breeze Ticket #:
**** * 8162

Credit Card #:
**** * 0546
Auth #: 00245Z
Ref #: 820809534651
Transaction #: 0000858911

Station : LNK-CT1
Cashier : Brandon
Trans# : 7153
Ticket : 236343357555671038
Date : 7/29/2018
Time : 10:31 PM
Time in : 7/27/2018 5:15:26 AM
Time out : 7/29/2018 10:31:38 PM
Duration : 2 days 17:16:12
Plate :

Amount Due : \$ 28.50
Total : \$ 28.50
CreditCard: \$ 28.50
C/C#: *****5532
Swipe
Type: BPC_MASTER

Purchase 18/07/29 22:30:17
Auth# : 03430P
Sequence : 90567

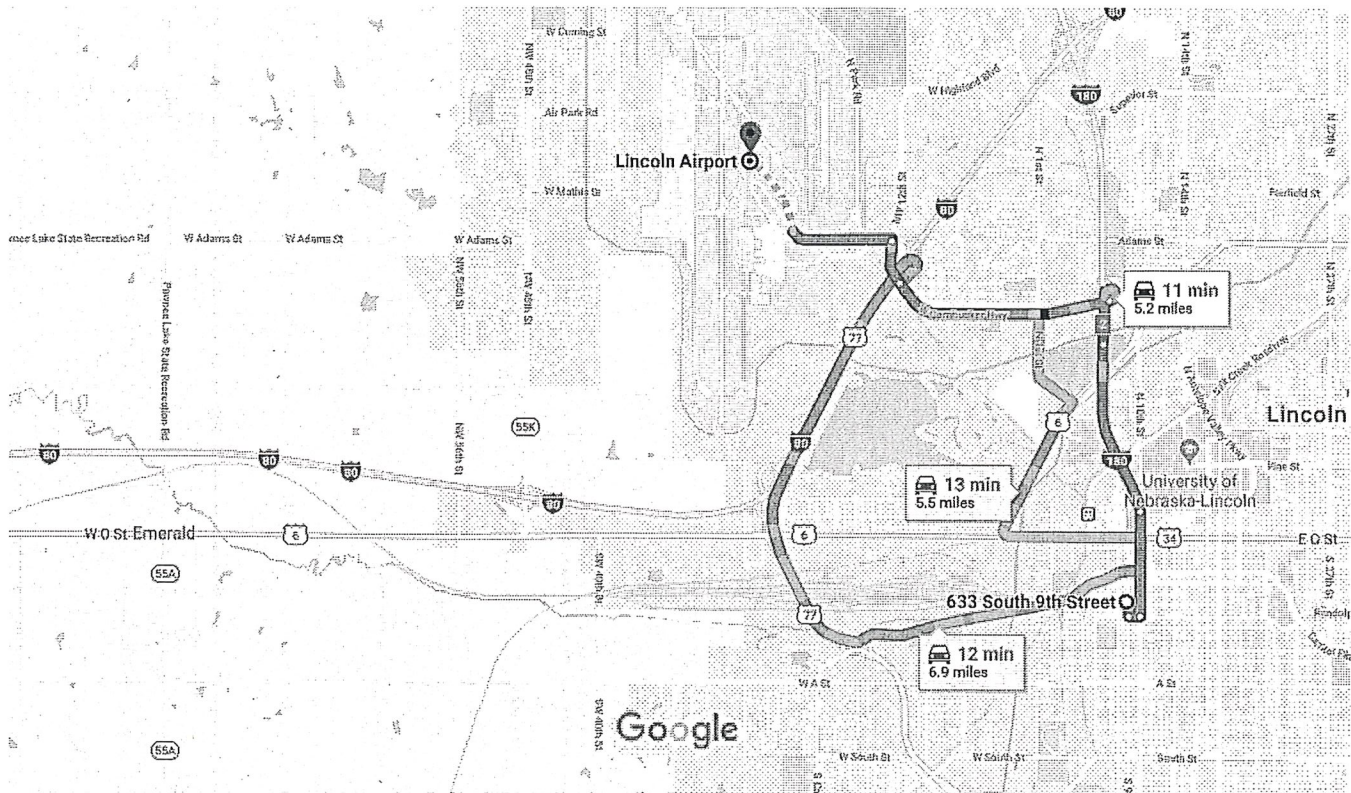
Cardholder Copy

Google Maps

633 S 9th St, Lincoln, NE 68508 to Lincoln Airport

Drive 5.2 miles, 11 min

10.4 miles



Map data ©2018 Google 1 mi

via Cornhusker Hwy	11 min
Fastest route, the usual traffic	5.2 miles

via Sun Valley Blvd and Cornhusker Hwy	13 min
	5.5 miles

via Rosa Parks Way	12 min
	6.9 miles

Residence Inn[®] Marriott.

Residence Inn by Marriott
Atlanta Downtown

134 Peachtree Street NW
Atlanta, GA 30303
T 404.522.0950

Joseph/Mr Nigro		Room: 1001	
1905 Dover Ct		Room Type: ONBR	
Lincoln NE 68506-1612		Number of Guests: 1	
Gideons Promise		Rate: \$148.00	Clerk: YMP
Arrive: 27Jul18	Time: 10:24AM	Depart: 29Jul18	Time: 09:05AM
		Folio Number: 96466	

Date	Description	Charges	Credits
27Jul18	Room Charge	148.00	
27Jul18	State Sales Tax	13.17	
27Jul18	City Tax	11.84	
27Jul18	Sales Tax Other Room Tax	5.00	
28Jul18	Room Charge	148.00	
28Jul18	State Sales Tax	13.17	
28Jul18	City Tax	11.84	
28Jul18	Sales Tax Other Room Tax	5.00	
29Jul18	Master Card		356.02
	<i>Card #: MCXXXXXXXXXXXX0546/XXXX</i>		
	<i>Amount: 356.02 Auth: 02723Z Signature on File</i>		
	<i>This card was electronically swiped on 27Jul18</i>		
	Balance:	0.00	

Rewards Account # XXXXX3304. Your Rewards points/miles earned on your eligible earnings will be credited to your account. Check your Rewards Account Statement or your online Statement for updated activity.

See our "Privacy & Cookie Statement" on Marriott.com.

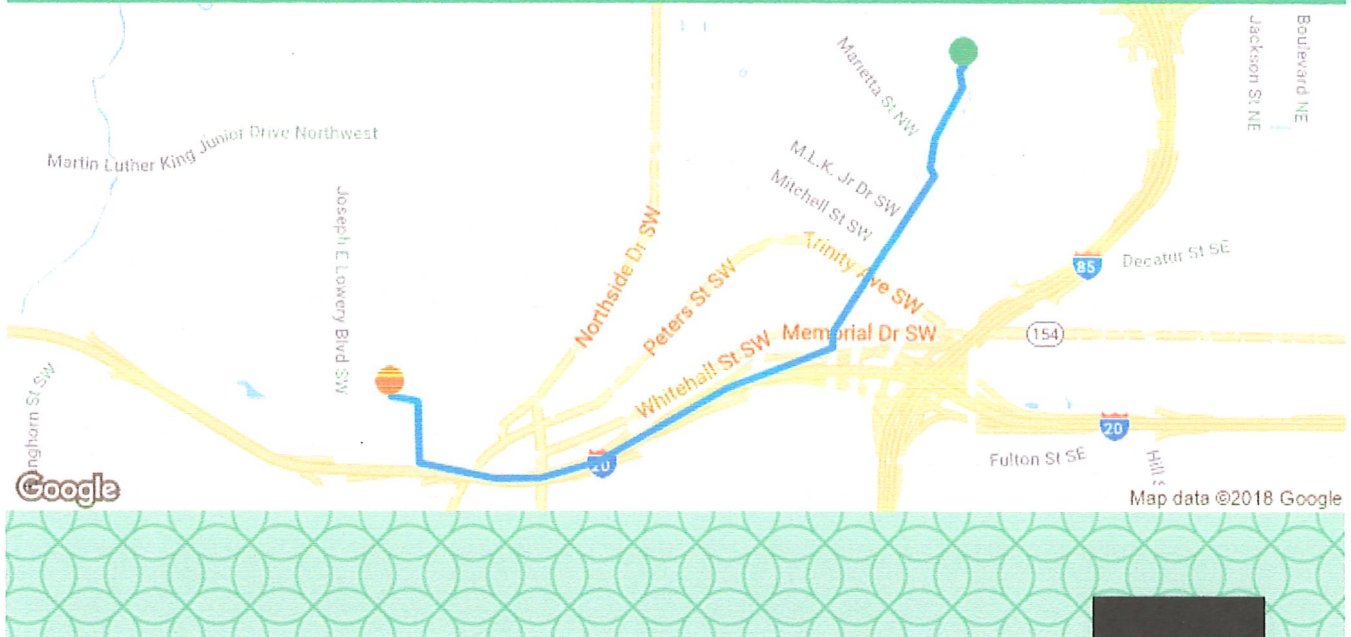
From: Uber Receipts uber.us@uber.com

Subject: Thanks for tipping! We've updated your Friday evening trip receipt

Date: Jul 27, 2018 at 4:58:53 PM

To: joenigro@hotmail.com

Updated receipt (Tip Added)



\$10.36

Thanks for tipping, Joe

July 27, 2018 | UberX

● 05:49pm | Rhodes-Haverty Building, Atlanta, GA

● 05:57pm | 398 Wellborn St SW, Atlanta, GA



You rode with Mike

2.40
miles

00:08:33
Trip time

UberX
Car



ADD A TIP

Your Fare

Trip fare	\$8.35
-----------	--------

Subtotal	\$8.35
-----------------	---------------

Wait Time (?)	\$0.01
---------------	--------

CHARGED

Personal ●●●● 0546

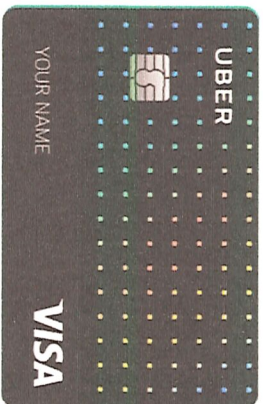
\$8.36

Tip	\$2.00
-----	--------

CHARGED

 Personal ●●●● 0546

\$2.00



Earn 4% back on dining, 3% back on hotel & airfare, 2% back on online purchases, and more with the Uber Visa Card.

[Learn more](#)

UBER

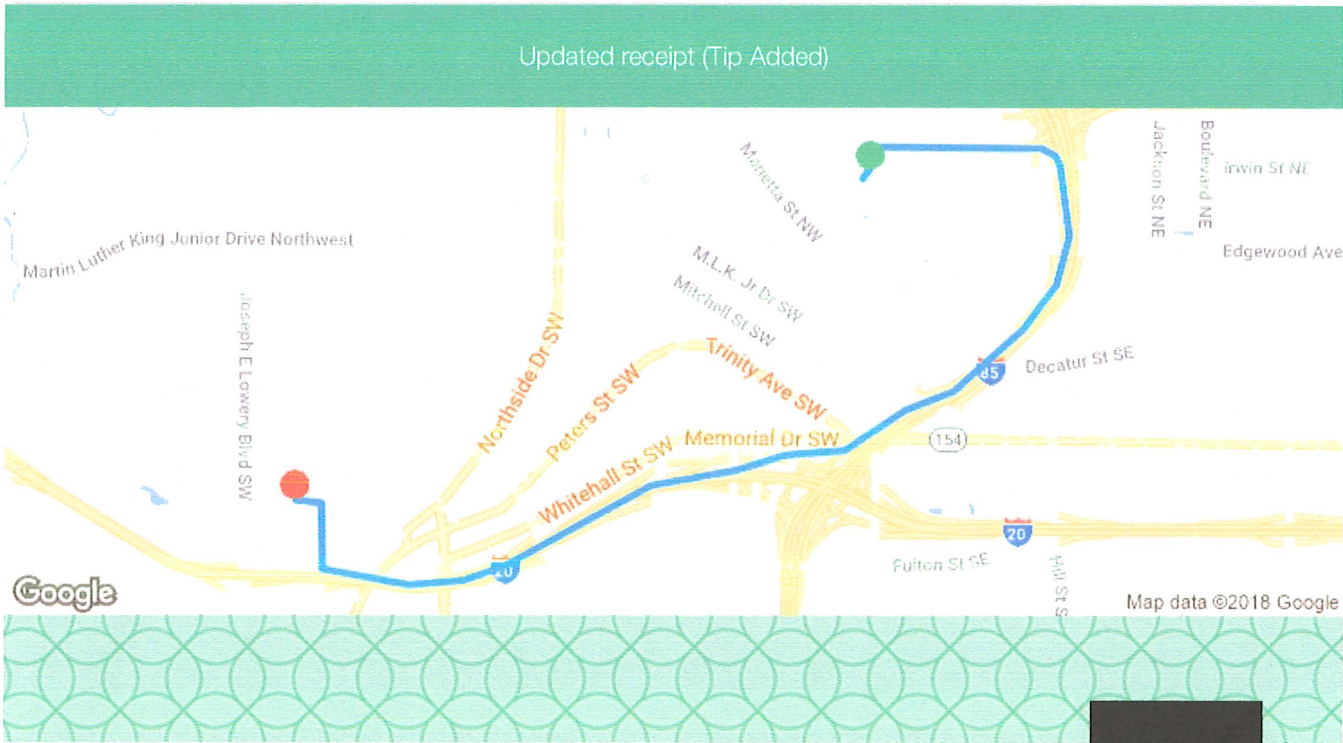
Need help?

Tap Help in your app to contact support with questions about your trip.

Leave something behind? Track it down.



From: Uber Receipts uber.us@uber.com
Subject: Thanks for tipping! We've updated your Saturday evening trip receipt
Date: Jul 28, 2018 at 5:56:17 PM
To: joenigro@hotmail.com



\$10.29

Thanks for tipping, Joe

July 28, 2018 | UberX

● 06:46pm | Rhodes-Haverty Building, Atlanta, GA

● 06:55pm | 839 West End Ave SW, Atlanta, GA



You rode with Asaru

3.48
miles

00:09:08
Trip time

UberX
Car



ADD A TIP

Your Fare

Trip fare \$8.29

Subtotal \$8.29

CHARGED

 Personal ●●●● 0546

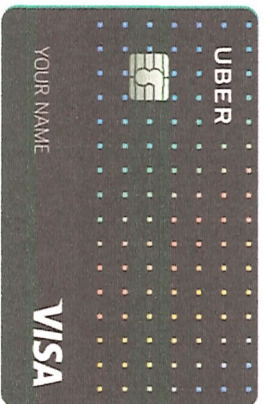
\$8.29

Tip \$2.00

CHARGED

 Personal ●●●● 0546

\$2.00



Earn 4% back on dining, 3% back on hotel & airfare, 2% back on online purchases, and more with the Uber Visa Card.

[Learn more](#)

UBER

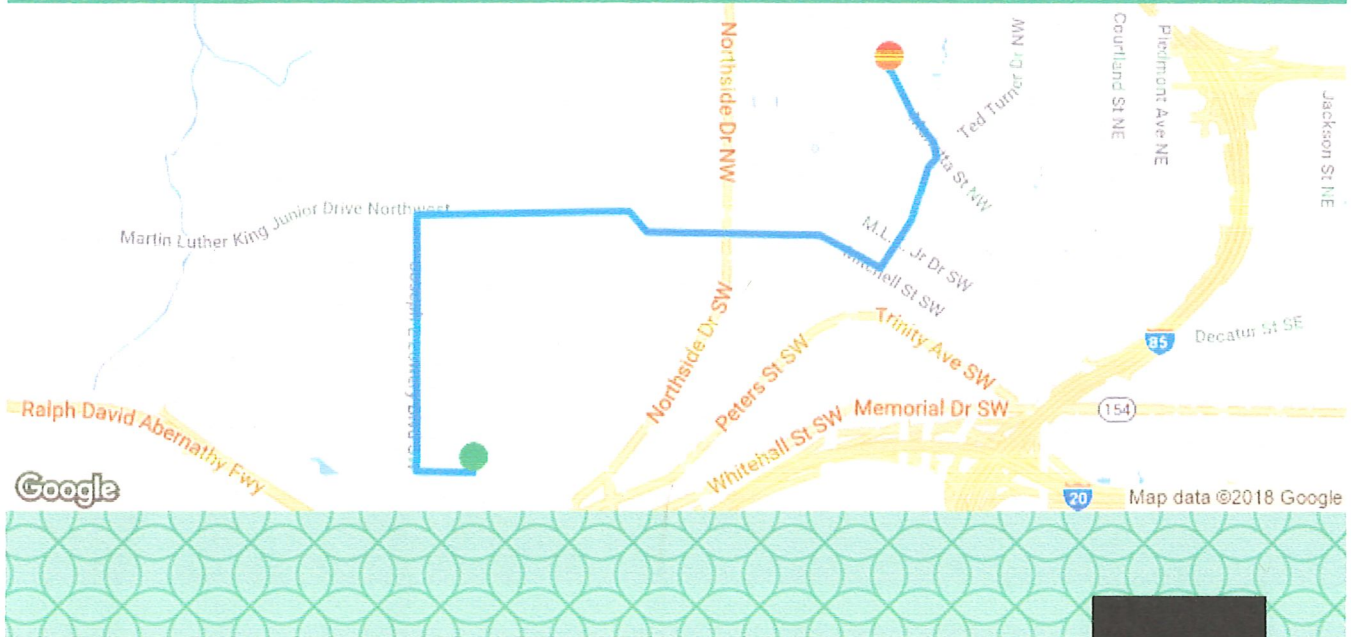


Need help?

Tap Help in your app to contact support with questions about your trip.

From: Uber Receipts uber.us@uber.com
Subject: Thanks for tipping! We've updated your Sunday afternoon trip receipt
Date: Jul 29, 2018 at 12:30:58 PM
To: joenigro@hotmail.com

Updated receipt (Tip Added)



\$10.39

Thanks for tipping, Joe

July 29, 2018 | UberX

● 01:08pm | 839 West End Ave SW, Atlanta, GA

● 01:30pm | 2539 Marietta St NW, Atlanta, GA



You rode with Terrence

2.90
miles

00:21:39
Trip time

UberX
Car



ADD A TIP

Your Fare

Trip fare	\$8.39
-----------	--------

Subtotal	\$8.39
----------	--------

CHARGED

 Personal ●●●● 0546

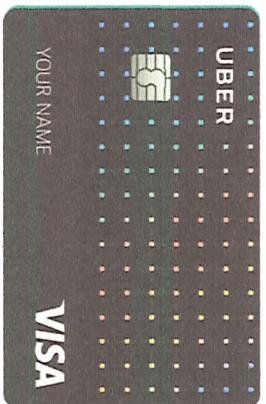
\$8.39

Tip	\$2.00
-----	--------

CHARGED

 Personal ●●●● 0546

\$2.00



Earn 4% back on dining, 3% back on hotel & airfare, 2% back on online purchases, and more with the Uber Visa Card.

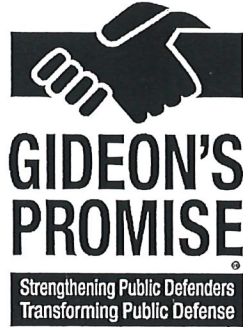
[Learn more](#)

UBER



Need help?

Tap Help in your app to contact support with questions about your trip.



GIDEONS PROMISE SUMMER MEETING 2018

Location: Morehouse College Walter E. Massey Leadership Center

Westview Drive SW & West End Ave SW, Atlanta, GA 30314

July 27 – July 29, 2018

Leadership Track = Green –Room 238/240

Returning Lawyers Track = Red-Rooms 342,354,356,358

All Attendees = Black

Summer Institute New Class & Mentorship Program = Blue –AA Hall of Fame

Mentors ONLY= Orange –Room 150

Faculty= Purple – BOA Auditorium

FRIDAY, July 27, 2018

10:00am – 4:00pm LEADERSHIP TRACK: Leadership Tools to Build Client-Centered Organizations-
Room 238/240

Friday's program introduces some fundamental leadership tools and examines how they can be used by public defender leaders in an effort to build more client-centered offices. It is designed for leaders who are new to Gideon's Promise but open to all Leadership Summit Participants.

- 9:30am-10:00am Registration
- 10:00am 12:00pm Values-Driven Transformation: Organizational Culture and Indigent Defense with Jon Rapping, Founder, Gideon's Promise
- 12:00pm-1:00pm Lunch
- 1:00pm-2:30pm Adaptive Leadership: Connecting Decision Making to Core Values with Mary Moriarty, Chief Public Defender, Hennepin County, Minnesota
- 2:30pm-2:45pm Break
- 2:45pm-4:15pm Four Frames: Expanding Our Vision to Create Client-Centered Environments with Dawn Deaner, Former Chief Defender, Nashville, TN
- 4:15pm-4:30pm Break
- 4:30pm-5:30pm New Leaders Welcome and Introductions

1:00pm – 3:00pm GROUP A Mentorship Orientation with Mentors + New Class –AA Hall of Fame

2:00pm – 3:30pm Workshop 2

Workshops for Returners:

- Locking in challenges for cause during voir dire: David Singleton-Room 354
- Challenging Forensic Evidence at Trial: Litigating a case with forensic science from arraignment to verdict: Mark Loudon-Brown-Room 356
- Defending Immigrants: An Introduction to Immigration Law for Public Defenders: Violeta Chapin-Room 358
- Crossing the Cops: The How, the Why and the Ugly: Heather Pinckney and Brandi Harden -Room 342

Workshop for Leaders:

- Identifying Racial Triggers, La Mer Kyle-Griffiths-Room 238/240

3:00pm-3:30pm-Break and Celebration Video Discussion-Room 150

3:15 pm – 5:30pm New Class of 2018-ALL -Orientation-Mission, Introduction, & Vision with Rap & Illy

3:30pm – 3:45pm Break

3:30pm-4:15pm- Mentors Mandatory HR-Sexual Harassment Training--- BOA Auditorium

3:45pm – 5:15pm Workshop 3

Workshops for Returners:

- How to give Snitches Stitches: Crossing the cooperator to win your case: Heather Pinckney and Brandi Harden-Room 342
- Bail, Fines, and Fees: Fighting the Criminalization of Poverty: Alec Karakatsanis-Room 354
- Finding the Story of Our Clients and Effectively Presenting It: Lori James-Townes -Room 356
- Locking in challenges for cause during voir dire: David Singleton-Room 358

Workshop for Leaders:

- Panel on Leadership Blind Spots, Led by Mary Moriarty-Room 238/240

5:30pm – 6:30 pm New Class –Faculty Introductions

7:00pm Gideon's Promise Welcome Banquet

5:30pm – 6:00pm REGISTRATION FOR ANY LEADERS WHO DID NOT ATTEND THE EARLIER SESSION

5:00pm – 6:00pm REGISTRATION FOR RETURNING LAWYERS

5:00pm-6:00pm Faculty Mandatory HR-Sexual Harassment Training- BOA Auditorium

6:00pm – 8:00pm Dinner and Opening Program (all attendees)

Speaker: Gina Clayton, Executive Director of Essie Justice Group. Essie's mission is to harness the collective power of women with incarcerated loved ones to end mass incarceration's harm to women and communities.

SATURDAY, July 28, 2018

9:15am – 10:45am GtD Meeting with Chiefs (Leadership)-Room 238/240

“Get the Data” session will provide an overview of metrics collection, processes, and initial findings from collected data on the effectiveness of Gideon’s Promise lawyers.

9:15am – 10:45am Class Convening (Participants will gather by class, Class of 2016 & 2017)

Class of 2017 Auditorium, Class of 2016 Ballroom

10:45am – 11:00am Break

11:00am – 12:30pm Workshop 1

Workshops for Returners:

- How to give Snitches Stitches: Crossing the cooperator to win your case: Heather Pinckney and Brandi Harden-Room 342
- Bail, Fines, and Fees: Fighting the Criminalization of Poverty: Alec Karakatsanis-Room 354
- Defending Immigrants: An Introduction to Immigration Law for Public Defenders: Violeta Chapin - Room 356
- Race in Your Case: Managing Triggers and Legal Judo: La Mer Kyle-Griffiths-Room 358

Workshop for Leaders:

- Coaching to Change Behavior, Mary Moriarty-Room 238/240

12:30pm – 2:00pm Lunch

12:30pm -1:00pm Class of 2016 Mandatory HR-Sexual Harassment Training – BOA Auditorium

12:30pm-1:10pm Lunch Class of 2017-Dining Hall

1:00pm-2:00pm Lunch for Class of 2016-Dining Hall

1:10pm-1:40pm Class of 2017 Mandatory HR-Sexual Harassment Training – BOA Auditorium

Sunday, July 29, 2018

8:00am-11:45am New Class –Overview of Program- Group Introduction-AA Hall of Fame

8:30am-9:30am

Session for Leaders: Room 238/240

- 2018-2019 Law School Partnership Program (LSPP) + Core 101 overview and expectations meeting. This session will review the host site and office requirements to be an LSPP site and the Core 101 expectations and application process.
- Break

9:45am – 11:15am Workshop 4

Workshops for Returners:

- Crossing the Cops: The How, the Why and the Ugly: Heather Pinckney and Brandi Harden-Room 342
- Challenging Forensic Evidence at Trial: Litigating a case with forensic science from arraignment to verdict: Mark Loudon-Brown- Room 354
- Faith, Forgiveness and Freedom: Lori James-Townes-Room 356
- Race in Your Case: Managing Triggers and Legal Judo: La Mer Kyle-Griffiths-Room 358

Workshop for Leaders:

- Challenging Systems, Alec Karakatsanis- Room 238/240

11:15am – 12:30pm Lunch

KEYNOTE ADDRESS by TYRA PATTERSON starts at 12:00pm-Ballroom

Tyra Patterson spent 23 years incarcerated in prison after being convicted of robbery and murder and is now a paralegal at the Ohio Justice and Policy Center, working with the attorney who helped secure her freedom, GP faculty member David Singleton.

12:35pm – 1:30pm Returning Lawyer Goodbyes and Dismal –Ballroom

12:45pm –6:00pm New Class Kicks off Summer Institute Sessions-AA Hall of Fame

2:00pm – 5:00pm Mentorship Training-Room 150

6:00pm – 7:00pm Dinner at Dining Hall (New Class and Mentors)

Earl McNutt, Red Willow County
President

Deb Schorr, Lancaster County
Vice President

Theresa Puls, Phelps County
Second Vice President



M. Tim Nolting, Kimball County
Secretary/Treasurer

William Tielke, Holt County
Past President

Larry J. Dix
Executive Director

1335 H Street, Lincoln, NE 68508 Phone (402) 434-5660 FAX (402) 434-5673 www.naconc.org

August 9, 2018

Lancaster County Board of Commissioners
555 South 10th
Lincoln, Nebraska 68508

Dear Lancaster County Board of Commissioners:

Please accept this as a reminder that Roma Amundson's term of office on the Board of Directors of the Nebraska Association of County Officials will be complete at the end of this calendar year.

The by-laws of the Association state that the Lancaster County Board shall appoint a county board member from your respective board to serve for a two-year period. Commencing January 1, 2019, a new term will begin. Article IV Section 2b states that a NACO board member is eligible to serve three two-year terms. As of December 31, 2018, Roma will have completed her first two-year term and therefore is eligible to remain on the board.

I appreciate the time and effort that Roma has extended on behalf of the Nebraska Association of County Officials. She has been an excellent representative between Lancaster County and the NACO Board and with members across the state. I would hope that she would consider running again.

The appointment to this position on the NACO Board of Directors should take place sometime prior to the January NACO Board meeting.

Sincerely,

Larry J. Dix
Executive Director

RECEIVED

AUG 13 2018

LANCASTER COUNTY
BOARD

CC: Roma Amundson

LANCASTER COUNTY PURCHASING CARD (P-Card) PROCEDURES

I. PURPOSE

- a. To establish procedures for use of the Lancaster County Purchasing Card, hereafter called P-Card, to enable P-Card holders to quickly and efficiently purchase goods and services, according to the County Purchasing Act and County Purchasing Procedures.

II. SCOPE

- a. These P-Card procedures are applicable to all County employees who utilize P-Cards or process payments for P-Cards.

III. INTRODUCTION

- a. The purpose of this document is to communicate procedures for use of the Lancaster County P-Card, to enable P-Card holders to quickly and efficiently purchase goods and services utilizing Contract and Non-Contracted Vendors. Cardholders shall only make purchases according to the thresholds which are in accordance with County purchasing requirements and the County Purchasing Act. Departmental purchases under \$3,000 requires departments to obtain three quotations, either verbal or written, for purchases below these thresholds.

- i. All purchases made with the P-Card will be on behalf of Lancaster County. Purchasing on behalf of the County requires special sensitivity on the part of the purchaser to obtain fair and reasonable prices and spread purchases among many suppliers.
- ii. Individual user profiles are established for each employee, hereinafter referred to as "cardholder" for the P-Card program. Under the account cycle controls, dollar limits are established for each cardholder based on the nature of the work performed and as stipulated by the Department Head or Elected Official:

- 1. Total cycle dollar limit per month.
- 2. Maximum dollar amount per transaction for non-contract products (cannot exceed \$3,000 per transaction).

Note: The maximum dollar amount per transaction is set per cardholder. Not all cardholders have the same maximum amount per transaction.

- 3. Contracted items that can be purchased with the P-Card that are over the transaction limits can be made by submitting a written request to the Department Head or Elected Official. If the request is approved, the employee shall contact the department P-Card Coordinator (if applicable) and the P-Card Administrator to raise the transaction limit of the P-Card.

3.a. A Department or Agency Head shall pick an employee to act as that Department or Agency's P-Card Coordinator.

- iii. Departmental profiles are established for each County Office upon request, hereinafter referred to as "Departmental Cardholder" for the P-Card program. Under the account cycle controls, dollar limits are established for each Departmental Cardholder based on the nature of the work performed and as stipulated by the Department Head or Elected Official:

- 1. Total cycle dollar limit per month.

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LANCASTER COUNTY PURCHASING CARD (P-Card) PROCEDURES

2. Maximum number of daily transactions.
3. Maximum dollar amount per transaction for non-contract products (cannot exceed \$3,000 per transaction).
Note: The maximum dollar amount per transaction is set per card. Not all Departmental Cardholders will have the same maximum amount per transaction.
4. Contracted items that can be purchased with the P-Card that are over the transaction limits can be made by submitting a written request to the Department Head or Elected Official. If the request is approved, the employee shall contact the department P-Card Coordinator (if applicable) and the P-Card Administrator to raise the transaction limit of the P-Card.
5. There is no limit on the number of Departmental Cardholders in a department. Departments must have internal controls in place to manage all cards assigned to them and be able to reconcile statements and meet all requirements according to the procedures listed herein.

- iv. The County P-Card is intended to be the only source of credit card payment for goods and services. County departments shall not use any other credit cards, set up charge accounts, or pay with personal credit cards without written approval of the County Board or designee and the County Purchasing Agent.

IV. CONSEQUENCES FOR MISUSE OF P-CARD

- a. Misuse of the P-Card may be a violation of the Lancaster County purchasing requirements and the County Purchasing Act. Following a recommendation by the P-Card Administrator and the Purchasing Agent, the Board of Commissioners, or their designee, may suspend, deactivate or revoke a P-Card at any time it is deemed in the best interest of Lancaster County, including during an investigation of possible misuse. If the misuse involves personal transactions, the cardholder must repay to the County all personal amounts, including any applicable State, County or City taxes.

V. OBTAINING A P-CARD

- a. Before a Cardholder, or individuals using a Departmental Card, can receive a P-Card and be authorized to make purchases on behalf of Lancaster County, the cardholders will be required to:
 - i. Attend a training class;
 - ii. Read and understand these procedures; ~~and~~
 - iii. Have written approval with transaction amounts from Department Head or Elected Official on a master document held by the P-Card Administrator; and
 - iv. Sign a Cardholder Agreement for using the Lancaster County P-Card. Signing of the Cardholder Agreement indicates that the employee understands and agrees to follow the procedures set forth herein.

~~Have written approval with transaction amounts from Department Head or Elected Official on a master document held by the P-Card Administrator.~~

~~VII.VI.~~ LIMITATIONS

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LANCASTER COUNTY PURCHASING CARD (P-Card) PROCEDURES

- a. The cardholders name or the department name will be embossed on a unique Lancaster County P-Card that is designed to prevent confusion with personal credit cards. Use of the P-Card is conditioned on cardholder's careful adherence to the following limitations:
- i. All purchases must be made by the cardholder, or the individuals who are approved by the Department Head or Elected Official to use the card. No member of cardholder's staff, family, other employees, supervisor, or anyone else may use this card.
 - ii. The P-Card must not be used for personal purchases. Airfare and other travel expenses are acceptable only for the employee for County business purposes in accordance with the County's policy on miscellaneous expenditures.
 - iii. Cardholders must protect the security of the P-Card and the P-Card number.
 - iv. Cardholders must not exceed the established transaction limit. The transaction limit is determined by the department/division during the application and approval process. Requests to raise a cardholder's transaction limit are listed in section iii, 3. iv. above.
 - v. Cardholder must not split purchases to circumvent transaction limit or to circumvent competitive bidding thresholds as required in the County Purchasing process and the County Purchasing Act.
 - vi. Cardholder must not pool cards of multiple cardholders to circumvent transaction limits or competitive bidding thresholds as required in the County Purchasing process and the County Purchasing Act.
 - vii. Cardholder must not accept any gift or gratuity from any source when it is offered or appears to be offered to influence decision regarding P-Card purchases.
 - viii. Any and all rebates or special offers offered to the cardholder must be designated to the applicable County office, received by that County office, and used on another purchase for that County office. At no time may a rebate personally benefit an employee or cardholder.
 - ix. If a cardholder has questions about the limitations on P-Card usage, the cardholder should contact the department/division P-Card Coordinator (if applicable) or the P-Card Administrator before proceeding with the transaction.
 - x. Cash advances are prohibited P-Card transactions.

VIII.VII. USING THE P-CARD

- a. The P-Card may be used to make transactions over-the-counter, by mail, via telephone, or online. The cardholder is required to account for all transactions made using the P-Card. This includes maintaining original, detailed receipts (printed confirmations of online transactions) and reconciliation of all transactions to the monthly statement. The department may authorize reconciliation duties to the department's P-Card Coordinator. Such original documents should be filed in a central work location designated by the cardholder's department/division head, and must be accessible for audit purposes by the P-Card Administrator. Original documents must be stored according to County records and retention schedules.

LANCASTER COUNTY PURCHASING CARD (P-Card) PROCEDURES

- b. If a transaction will be greater than the County Departmental Purchase Threshold of \$3,000, cardholders shall use traditional purchasing procedures (Purchasing Office Quotes and Bids) for non-contracted purchases. If traditional purchasing procedures have been followed utilizing quotes and bids issued by Purchasing, and based on the approval of the company during the bid process, and a company will take P-Cards, then departments can work with the P-Card Administrator to allow for those payments to occur.
- c. If a transaction is less than \$3,000, and a contract is currently not in place, cardholders must obtain three quotations, either verbal or written, and shall use their best judgement in determining an appropriate vendor based on the three quotes acquired for the materials or services desired. Vendors shall be informed during the quote request that the County is exempt from State and Local sales tax. The P-Cards will be issued with sales tax exemption incorporated into the chip on the card which will automatically remove tax if swiped at the point of purchase. If the card number is entered manually for a purchase, the cardholder must ensure tax has been removed prior to the charge. If the vendor does not have the Form 13 tax exempt certificate on file, cardholder shall contact the P-Card Administrator to issue one.
- d. If a product will be shipped or delivered, tell the vendor to enclose or mail a copy of the receipt/invoice with each shipment.
- e. Guidelines for travel use:
 - i. The P-Card shall be used to pay for business-related registration fees including lodging and airline/travel expenses. Lodging and airline/travel expenses may be purchased using the County Travel Agent contract or by using online sources.
 - ii. Conference and seminar registration fees shall be billed on a P-Card from a cardholder or a Departmental P-Card. If a Departmental P-Card is utilized, the name of person, purpose of trip, travel dates, and destination must be included in the supporting documentation as well as included in the comments section of the transaction log.
 - iii. Use of a P-Card does not exempt cardholder or department head from the Lancaster County Board resolution governing travel reimbursement nor from each department's pre-approval policies and procedures.
 - iv. Meals associated with travel may not be charged on a P-Card if a per diem rate has been established by the County. Exceptions to this policy will be discussed with Law Enforcement and other departments in specific circumstances.
- f. A cardholder and authorized Departmental Cardholders must maintain a purchase record, with detailed documentation to substantiate purchases. Itemized receipts ~~shall~~ be scanned and loaded into the banking software by the Cardholder or P-Card Coordinator, and paper copies are sent to the County Clerk where they are maintained at the departmental level or in a location as required by the County for a period of at least five (5) years or in accordance with the current records and retention schedule for these specific type of transactions. Original, legible documentation must support the legitimate purpose of all transactions made with the P-Card.

LANCASTER COUNTY PURCHASING CARD (P-Card) PROCEDURES

- i. Documentation should include the name of the supplier/vendor, the date, the items description and pricing, applicable taxes and ancillary charges.
- ii. The following are examples of supporting documentation:
 1. Cash or sales receipts;
 2. Invoices;
 3. E-mailed order confirmations;
 4. Online screen prints of purchases;
 5. Subscription forms or dues statements;
 6. Conference registration forms; and
 7.

iii. ~~iii~~ — IMPORTANT NOTE: — Any subscription, maintenance agreement, or other type of service which includes a contract, agreement, or set of terms and conditions associated with the purchase must be reviewed and approved by the County Attorney's Office prior to paying for the services with a P-Card.

~~X-VIII.~~ STATEMENT RECONCILIATION

- a. The 10th day of each month is the end of the billing period. Within two (2) business days following the end of the billing period, the P-Card coordinators will receive a written statement and/or an electronic statement from the bank and online.
- b. It is the responsibility of a cardholder, or the department P-Card Coordinator, if applicable, to verify the correctness of the statement against the purchase record and receipts. Upload necessary support documentation to the bank site, complete distribution information for business units and object code to be charged, ~~— and, and~~ and approve to go through the workflow process within a seven (7) calendar day period.
- c. **In order to properly recognize expenses in departmental budgets, it is highly important to reconcile the system in a timely manner in order to ensure proper accounting of items purchased through P-Cards.**
- d. Failure to reconcile on a timely basis can result in a card being suspended or revoked.
- e. ~~T~~Prior to the uploading of the monthly billing information into JDE, the Department Head, or designee, will electronically approve of the expenditures in the ~~P-Card~~P-Card Bank program ~~or other approved document~~. Any ~~deserepenecies~~discrepancies in the statement shall be resolved prior to approval.

~~X-IX.~~ MONITORING ACTIVITIES & OTHER BUSINESS FINANCE REVIEW

- a. Department staff designated by the department head or elected official, as well as County Purchasing and the County Clerk's Office, will conduct random audits of P-Card use. The primary purpose of these audits is to ensure that the P-Card program procedures are being followed and that:
 - i. Purchase volume appears reasonable;
 - ii. The card is being used for appropriate transactions; and

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LANCASTER COUNTY PURCHASING CARD (P-Card) PROCEDURES

- iii. Information is being uploaded properly and paper copies, once reconciled, are forwarded by the Cardholder or department P-Card Coordinator to the County Clerk for records retention.
- b. Monitoring activities represent a valuable control that completes the system of internal controls in operations. Examples of monitoring activities include the following:
 - i. Review of daily transactions, new applications/changes/deletions, error and exception logs, workflow reports, transaction warning reports, and batch errors;
 - ii. On site assistance visits or desk reviews of reconcilers;
 - iii. Reviews of parked transactions;
 - iv. Reviews of declined purchases and spending limits;
 - v. Reconciliation of the approved cardholders list;
 - vi. Review and modification of MCCs (merchant category codes); and
 - vii. Annual usage evaluation to determine if Annual Supply or Annual Service contracts should be initiated by the City Purchasing Department.
- c. Any records generated by a P-Card purchase may be considered a public record pursuant to applicable Nebraska statutes ~~and also~~ may be subject to disclosure during an investigation or litigation.
- d. The following positions shall hold ~~P-Card~~ Administrative View authority to allow for access to all ~~P-Card~~ accounts in the County:
 - ~~i. i.~~ Chief Administrative Officer to the Lancaster County Board
 - ~~ii. ii.~~ Deputy Chief Administrative Officer to the Lancaster County Board
 - ~~iii. iii.~~ Lancaster County Budget and Fiscal Officer
 - ~~iv. iv.~~ Lancaster County Clerk Accounting Operations Manager
- e. The following positions shall hold ~~P-Card~~ Administrative View and Account Modification Authority to allow for access to all ~~P-Card~~ accounts in the County:
 - ~~i. i.~~ County Purchasing Agent
 - ~~ii. ii.~~ County Purchase Card Administrator – City/County Purchasing Employee

~~REPORTING LOST OR STOLEN P-CARDS~~

- ~~→ Cardholder must notify the department P-Card Coordinator, and the P-Card Administrator immediately when it is discovered that a card is lost or stolen. The P-Card Administrator shall notify the bank of the incident and begin the process of reissuing a new card, if necessary.~~

X. REPORTING LOST OR STOLEN P-CARDS

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XIV.XI. PURCHASING P-CARD EXCEPTIONS

- a. Exceptions to the P-Card restrictions may be granted, in advance of the purchase, upon written request from the Cardholder, department P-Card Coordinator or the Department

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LANCASTER COUNTY PURCHASING CARD (P-Card) PROCEDURES

Head or Elected Official to the P-Card Administrator who can make changes upon written approval from the Board of Commissioners or Purchasing Agent as a designee.

b. In emergency circumstances, (i.e., lost card, malfunction, etc.), employees who are not able to use the P-Card must immediately notify the department P-Card Coordinator and the P-Card Administrator of the situation. The P-Card Administrator will determine if an alternate card or some other option is available to eliminate the need for use of a personal credit card. If the P-Card Administrator cannot develop a viable option, the employee may submit claims for reimbursement to the County Clerk's Office for review by the County Board in the following manner:

i. Within ten (10) working days after completion of the authorized travel, the employee shall complete, and submit to the Agency Head, an itemized claim for travel expenditures, attaching all necessary supporting receipts, and other documentation. Attached receipts and documentation shall include at least the following, to the extent applicable to the employee's authorized travel expenses: lodging receipt, auto rental receipt and airline itinerary. The employee must also indicate on the reimbursement claim why a P-Card was not utilized.

ii. Each employee may submit a claim for only her/his own expenses that are authorized pursuant to the County's Miscellaneous Expenditures Resolution. An employee may not submit a claim for another employee's expenses, and aggregated claims submitted by one employee on behalf of multiple employees are not authorized pursuant to this County's Miscellaneous Expenditures Resolution.

iii. Agency Heads or their designees shall examine the employee's claim for travel expenditures for proper accounting and documentation. They shall ensure that all necessary supporting documentation and/or statements of explanation are attached before signing the claim for travel expenditures and submitting the claim to the County Clerk's Office.

iv. Upon receipt of an employee's claim for travel expenditures from an Agency, the County Clerk's Office shall examine the request to ensure compliance with the County's Miscellaneous Expenditures Resolution. The County Clerk's Office may request and receive additional information on any and all expenses prior to action by the County Board.

v. All purchases made by a personal card in emergency circumstances must follow the same purchasing guidelines as described herein and, in the County's, Miscellaneous Expenditures Resolution.

~~XIV~~.XII. PURPOSE FOR MERCHANT CATEGORY CODES

a. In most national credit card systems, suppliers are assigned a four-digit code according to their Merchant Category Classification (MCC). These codes are used in the County's system as a reference, and where necessary, to block certain supplier purchases. Only MCC codes identified as allowable will be "open", whereby payment may be made and processed. The P-Card Administrator shall keep a complete list of all codes allowable for

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LANCASTER COUNTY PURCHASING CARD (P-Card) PROCEDURES

each individual and departmental card issued. Changes to the allowable code list may be made by request to the P-Card Administrator.

~~XVII.~~XIII. SALES TAX

- a. As a rule, the County is exempt from paying State and Local sales tax. The P-Cards will be issued with sales tax exemption incorporated into the chip on the card, which will automatically remove tax if swiped at the point of purchase. If the card number is entered manually for a purchase (online, phone orders, etc.) the cardholder must ensure tax has been removed prior to the charge. If the vendor does not have the Form 13 tax exempt certificate on file, cardholder shall contact the P-Card Administrator to issue one. In the event a Vendor charges sales tax, the cardholder, department P-Card Coordinator, and P-Card Administrator shall work with the Vendor to remove sales tax from billing.

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