

## **FINANCE/LEISURE/LEGISLATIVE AGENDA**

**July 8<sup>th</sup>, 2020 @ 12:00 p.m.**

**City Hall Council Chambers**

**1615 1<sup>st</sup> Avenue, South Sioux City, Nebraska**

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**Members: Bruce Davis, Lupe Gonzalez, Carol Schuldt, Jim Gunsolley.**

*A current copy of the Open Meetings Act is posted on the north wall in the rear of the Council Chambers and is available for review by all citizens in attendance. A sign-in sheet is available at the entrance to the Council Chambers and it is strictly voluntary to complete the sign-in sheet.*

*The agenda of all meetings is kept continuously current and available for public inspection at City Hall during normal business hours (NE 84-1411). The City of South Sioux City reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on or go into closed session on any of the items listed (NE 84-1410).*

*The City of South Sioux City reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.*

1. **FINANCE – Chairman Bruce Davis**
  - a. **Utility Appeals.**
  - b. **Authorization for Police Department to Enter into Agreement with the Nebraska State Patrol Reference “TraCS’s”. This is a software that allows PD to send their Electronic Citations to Lincoln. [Hyperlink](#)**
  - c. **COPS Grant for Additional Officer. [Hyperlink](#)**
  - d. **Non-Supplementing Certification Annual Renewal w/HIDTA. [Hyperlink](#)**
2. **LEISURE – Chairman Jim Gunsolley**
3. **LEGISLATIVE – Chairwoman Carol Schuldt**
  - a. **Legislative Bills.**
4. **MISCELLANEOUS AND UNFINISHED BUSINESS**
  - a. **LEC, Police, Victims Assistance, Police Pension, Public Safety Sales Tax.**
  - b. **Bonus.**
  - c. **Updated Employment Contract. [Hyperlink](#)**
5. **DEPARTMENT HEAD UPDATES:**

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TraCs

**EXHIBIT B of the NSP Software Agreement  
TraCS AGREEMENT**

Whereas the parties have an agreement to share software services, and whereas South Sioux City Police Department desires to have the Nebraska State Patrol provide service of TraCS software, pursuant to prior agreement executed on the 17 day of June, 2020, the parties agree to the following terms and conditions:

The parties agree that the Nebraska Crime Commission holds the TraCS Software license; South Sioux City Police Department will sign a Sublicense Agreement with the Nebraska Crime Commission. South Sioux City Police Department agrees to provide the Nebraska State Patrol with a copy of the signed Sublicense Agreement prior to final testing.

**SERVICES PROVIDED:**

The parties agree that the Nebraska State Patrol will provide the infrastructure for the TraCS software. The infrastructure includes databases, servers, and a redundancy system. The Nebraska State Patrol will also provide an initial training program, set-up, test installs, support, etc., as outlined in the Software Agreement.

**FEES:**

The fee is \$37.50 yearly per user and is pro-rated at the time of the execution of this agreement. Users added or removed during the course of the year between reporting periods will not affect the rate. In subsequent years, the number of users will be determined by the Nebraska State Patrol and billed annually. Payments shall comply with Section 2 of the Software agreement referenced above.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:  
South Sioux City Police Department

By: Edward Mahon  
Edward Mahon, Chief

Date: 6/30/2020

Name and Title: Chief Ed Mahon

Party providing services:  
Nebraska State Patrol

By: \_\_\_\_\_  
Kevin M. Ryan, Captain  
Administrative Services

Date: \_\_\_\_\_

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### NEBRASKA STATE PATROL SOFTWARE SHARING AGREEMENT

This Agreement is made effective upon the signing by both parties, the Nebraska State Patrol, Lincoln, Nebraska, and the South Sioux City Police Department.

In this Agreement, the party who is contracting to receive services is the South Sioux City Police Department and shall be referred to as "Agency". The party who will be providing the services shall be referred to as "Nebraska State Patrol".

Nebraska State Patrol has licenses to use certain software systems, and is making these software systems available to other public safety agencies.

The Agency desires to have software services provided by the Nebraska State Patrol.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** The Nebraska State Patrol has several licenses for software systems that Nebraska State Patrol is allowed to sublicense for a public safety purpose. This agreement is for the purpose of allowing the use of these software systems. Particular systems selected by the Agency for use will be documented in Exhibit(s) at the end of this agreement.
- 2. PAYMENT.** The Agency will pay a monthly or yearly fee as documented in the Exhibit(s). Number of accounts will be determined when this agreement is signed, and again on an annual basis as reflected in the Exhibit(s) for each software product. Such bills shall be paid promptly and in accordance with the Nebraska Prompt Payment Act. Should Nebraska State Patrol not be paid after two notices, and said payment is more than sixty days in arrears, services may be discontinued without further notice. Payment is for the technical infrastructure and not for the sublicenses.
- 3. USE OF LICENSED SOFTWARE.** The Agency may use the licensed software systems for any official purpose relating to public safety or public utilities. The Agency shall make no use of the software other than is permitted by Nebraska State Patrol. The Agency shall not install the software on devices owned by the employee; the software may be installed only on devices owned by the agency. The Agency shall protect the confidentiality of the licensed software. The Agency shall not sublicense the software or permit any one to use the software except as provided in this agreement. The Agency agrees to provide an Information Technology Support contact, as well as hardware and equipment capable of operating the software. If the software allows access to Criminal Justice Information Systems (CJIS) data, the Agency agrees to abide by all other signed agreements and CJIS rules previously agreed to, as well as all privacy laws and regulations, both state and federal.
- 4. SERVICES PROVIDED.** The Nebraska State Patrol will provide servers, databases, and storage to run the software systems selected. A redundant system will also operate in another location. The particular systems selected will be found in Exhibit(s) at the end of this agreement. The Nebraska State Patrol will provide the software, including subsequent releases. The Nebraska State Patrol will provide the software installation standards and limited remote support during business hours. Nebraska State Patrol will provide technical support for agency setup and on-going support as needed. This support will occur via telephone, e-mail, or remote support tool. Support will be provided to the Information Technology contact for the Agency. If there is a problem that is determined to be the software product, Nebraska State Patrol will make contact with the Vendor to resolve the issues. If the problem is hardware related, Nebraska State Patrol may offer suggestions, but resolution may be dependent on the Agency and their Information Technology contact.



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- 5. TERM/TERMINATION OR EXTENSION.** This agreement supersedes previously signed agreements; this agreement is effective on the date of the final signature below and remains in effect for a one-year term. This agreement shall automatically renew for additional terms of one year each. This Agreement may be terminated with or without cause by either party upon 30 days written notice to the other party. The terms of this agreement may only be revised or amended in writing by mutual agreement. A revision is not effective unless signed by personnel authorized to bind the two parties. Any revision becomes effective on the date of the last signature to the revision.
- 6. RELATIONSHIP OF PARTIES.** Each party is responsible for the acts or omissions of its own agents and employees. Claims for tort damage against either party must be submitted and adjudicated in accordance with the Nebraska Tort Claims Act or applicable state law.
- 7. THIRD PARTY RIGHTS.** This Agreement is not intended to confer or create any right or benefit for a third party.
- 8. DISCLAIMER OF WARRANTIES.** The software provided is "as is" and "with all faults" without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.
- 9. CONFIDENTIALITY.** Nebraska State Patrol represents, and Agency agrees, that the software provided contains trade secrets of the vendor, which the Agency is under an obligation to protect, including without limitation algorithms, methods and structure and design elements. Such trade secrets are entrusted to the Agency only for use as expressly authorized by Section 3 herein. The Agency agrees to hold such trade secrets in confidence and will not decompile, reverse engineer, or "unlock" the licensed software provided by Nebraska State Patrol and the vendor. Any information received through this software provided may be exempt from Nebraska Public Record Act disclosure as investigative or tactical records developed by law enforcement or as information solely pertaining to the protection of the security and safety of persons on or within public property. Please contact Nebraska State Patrol Legal Division, prior to the release of any information under a Public Record Request. If a Legal Hold is required for litigation purposes, please notify Nebraska State Patrol Legal Division.
- 10. MODIFICATION OF LICENSED SOFTWARE.** The Agency shall not modify, cause, or permit any other person to modify the licensed software.
- 11. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
- 12. LIMITATION ON LIABILITY.** In no event shall Nebraska State Patrol be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including loss of information, business interruption or other loss) arising out of this Agreement, even if Nebraska State Patrol is aware or has been advised of the possibility of such damages.
- 13. BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.
- 14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Nebraska.

**17. DRUG FREE WORKPLACE POLICY.** The Agency certifies that it has a Drug Free Workplace Policy. Agency certifies that drug or alcohol use, delivery, or possession is not allowed by employees during work hours or at the work site and that disciplinary action will be taken against employees if this policy is not adhered to. Employees have been advised of this policy.

**18. CONTRACT COMPLIANCE PROGRAM.** The Agency certifies that it and all subcontractors do not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age, and do not discriminate against employees or applicants for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.

**19. WORK ELIGIBILITY STATUS.** The Agency is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**20. CAPACITY.** The undersigned person representing the Agency receiving services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Agency to this agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:

South Sioux City Police Department

By:

Signature

Date: 07/17/2020

Name and Title: Chief Ed Mahon

Party providing services:

Nebraska State Patrol

By:

Kevin M. Ryan, Captain  
Administrative Services

Date:

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**COPS**

US Department of Justice – COPS

Agency: South Sioux City (NB02201)

**GRANT MANAGEMENT**

LE signature is required to continue application processing

Grant Number	Program Type	Initial Award Date	Last Modified Date	Grant End Date	Status
2020UMWX0114	CHP	6/17/2020	6/17/2020	6/30/2023	

**GRANT DETAILS**

Award Amount: \$125,000.00

Remaining Balance: \$0.00

As Of Date: 06/25/2020

Officers awarded: 1

Category:

New Hires 1

Rehires-Scheduled for Layoffs 0

Rehires-Previously Laid Off 0

Uncategorized 0

Active Problem Type:

**BUDGET SUMMARY**

Budget Category	Category Total
A. Sworn Officer Positions:	\$175,108.00
Sworn Officer Fringe Benefits:	\$108,064.17
<b>Total Project Amount:</b>	<b>\$283,172.17</b>
<b>Total Federal Share Amount:</b> <small>(Total Projected Amount X Federal Share Percentage Allowance)</small>	<b>\$125,000.00</b>
<b>Total Local Share Amount:</b> <small>(Total Projected Amount - Federal Share Amount)</small>	<b>\$158,172.17</b>

**ACTION**

Modify	Extend	Decline	Withdraw	Continue Mod	Cancel Mod	Sign Award	Documents
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**End COPS**



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### HIDTA



#### Midwest High Intensity Drug Trafficking Area

10220 Northwest Ambassador Drive, Suite 720

Kansas City, Missouri 64153

Phone (816) 746-4911 Fax (816) 746-9712

June 26, 2020

Chief Edward Mahon  
South Sioux City Police Department  
1615 1<sup>st</sup> Ave  
South Sioux City, NE 68776

Dear Chief Mahon,

Agencies that receive HIDTA funds must sign a non-supplanting certification indicating that the agency will use HIDTA funds to expand or enhance enforcement efforts, not to replace funding that otherwise would have been provided through the agency's regular operating budget. Also, in preparation of Government Accounting Office (GAO) and Office of Management and Budget (OMB) audits, the Office of National Drug Control Policy (ONDCP) requires all HIDTAs track HIDTA funded full-time employees.

To satisfy these requirements, Midwest HIDTA requests you complete the attached form(s) and return to the Office of the Director at the above address by close of business **Friday, August 7, 2020**. **Please copy the attached form on to your agency letterhead**, list the name of replacement hires for existing positions or names of hired employees for new positions next to the appropriate position on the form, and have the appropriate agency head or representative sign at the bottom of the form.

If you have any questions, please do not hesitate to contact me at (816) 746-4911 extension 210 or [whoralek@midwest-hidta.org](mailto:whoralek@midwest-hidta.org).

Sincerely,

Wendy Horalek  
Administrative Officer

Cc: State Program Coordinators

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**FY 2020**

**Non-Supplanting Certification**

**The South Sioux City Police Department certifies per HIDTA Program Policy, Supplanting of Funds, HIDTA funds must be used to supplement existing activities and must not replace (supplant) funds that have been appropriated for the same purpose.**

- **The two Officers do not supplant any part of the South Sioux City Police Department budget. HIDTA funds for this position(s) do not replace funds that have been appropriated for the same purpose.**
- **Each of these positions is exclusively dedicated to the HIDTA and a position description is on file and will be made available on request.**
- **The HIDTA-funded position(s) would be terminated if the funding were not available.**
- **There is no alternative funding available to support the salary(ies) and benefit(s) of these positions.**
- **The Agency will be responsible for tracking overtime billing to ensure that HIDTA Organized Crime Drug Enforcement Task Force (OCDETF), or other grant programs do not pay for the same hours worked by this office(s).**

**Name**

**Position**

\_\_\_\_\_

**Officer  
Officer**

**Certified BY:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Type or Print name of authorizing official**

**G20MW0007A**

**Tri-State Sioux City IA DEA TF**

**End HIDTA**



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### Employment Contract

#### **EMPLOYMENT AGREEMENT** **(NON-CIVIL SERVICE SALARIED EMPLOYEES)**

THIS EMPLOYMENT AGREEMENT (the "**Agreement**") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "**Effective Date**") by and between the City of South Sioux City, State of Nebraska, a municipal corporation ("**City**") and \_\_\_\_\_, ("**Employee**").

#### **RECITALS**

WHEREAS, the City desires to employ the services of Employee as \_\_\_\_\_ of the City of South Sioux City; and

WHEREAS, Employee is willing to be employed by City on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1: Incorporation of Recitals. The foregoing recitals are incorporated into and made part of the body of this Agreement as if set forth fully herein.

SECTION 2: Duties. City agrees to employ Employee as \_\_\_\_\_ of the City to perform the functions and duties of that office as set forth in the job description attached hereto as **Exhibit "A"** and made a part hereof by this reference and to perform other legally permissible duties and functions as the City Administrator shall from time to time assign. Employee shall devote his or her full attention and effort to the office and perform all duties and functions in a professional manner. Employee shall neither accept other employment nor become employed by any other employer, including self-employment, without the prior written approval of the City Administrator until notice of resignation is given. This prohibition does not include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off, and with the advance approval of the City Administrator.

SECTION 3: Term. Employee shall serve for an indefinite term and shall be considered an at-will employee of the City. The City Council routinely considers the continued employment of appointed employees at the end of the mayor's term of office and may vote to re-appoint such employees. Such routine practice shall not be construed as an offer of employment for a definite term, and nothing in this Agreement shall be construed to alter Employee's status as an at-will employee.

SECTION 4: Termination. This Agreement may be terminated as follows:

- (a) Automatically in the event of Employee's death.

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- (b) At any time by Employee on written notice given to the City at least four (4) weeks prior to the last workday, unless the City Administrator and Employee otherwise agree. Unless there is an agreement to the contrary, if Employee fails to provide such notice to City Administrator, any right to accrued benefits shall terminate.
- (c) At any time by City by the methods authorized under City Code, state statute, or this Agreement.

SECTION 5: Supervision and Discipline. The City Administrator has immediate supervision over the treasurer, clerk, code official, sewer and water superintendent, electrical superintendent, police chief, street superintendent and other such officials as the governing body may prescribe. The City Administrator supervises the day-to-day operations of the electric, water, sewer, city clerk, streets, sanitation, auto maintenance, and parks departments, and all employees under this direction shall obey the direction of the City Administrator. The City Administrator analyzes the functions, duties, and activities of the various departments, divisions, and services of the City and its employees, makes recommendations to the Mayor, and acts as the agent of the Mayor in the discharge of the Mayor's duties superintending and controlling of all officers and affairs of the City. In acting as the Mayor's agent, City Administrator will act in consultation with the Mayor in disciplining, terminating, or placing City employees on administrative leave with full pay and benefits. For employees under City Administrator's direct supervision, City Administrator has the authority to discipline, terminate, or place employees on administrative leave with full pay and benefits, as provided by city code, state law, the City's personnel manual, and this Agreement.

SECTION 6: Severance. In the event of termination of employment, the following provisions shall apply:

- (a) Except as provided in subsection (b), in the event the City terminates the employment of the Employee, and during such time that Employee is willing and able to perform his or her duties under this agreement, then the City shall pay to the Employee a severance payment as follows:
  - (i) If the Employee has worked for the City for a period of two (2) years or less, the Employee shall receive a payment equal to salary payments which the Employee would have been receiving over a four (4) week period at the Employee's rate of pay in effect on the day prior to the date of termination;
  - (ii) If the Employee has worked for the City for a period of more than two (2) years, but less than ten (10) years, the Employee shall receive a payment equal to salary payments which the Employee would have been receiving over an eight (8) week period at the Employee's rate of pay in effect on the day prior to the date of termination;

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- (iii) If the Employee has worked for the City for a period of more than ten (10) years, but less than twenty (20) years, the Employee shall receive payment equal to salary payments which the Employee would have been receiving over a twelve (12) week period at the Employee's rate of pay in effect on the day prior to the date of termination;
- (iv) If the Employee has worked for the City for a period of more than twenty (20) years, the Employee shall receive payment equal to salary payments which the Employee would have been receiving over a sixteen (16) week period at the Employee's rate of pay in effect on the day prior to the date of termination.

In addition, for the lesser of ninety (90) calendar days after the date of termination or the time the Employee secures health and medical insurance through attainment of comparable employment, the City shall maintain and pay the City's portion of health, medical, disability, and life insurance in such amounts and on such terms as have been received by the Employee and the Employee's dependents at the time of termination; Employee shall remain responsible for Employee's portion of premiums, which may be deducted from Employee's pay. No other or additional benefits shall accrue during this ninety (90) calendar day period.

- (b) Notwithstanding subsection (a), above, the following reasons shall constitute grounds to terminate the employment of the Employee without severance pay:
  - (i) Violation of the residency requirement set forth in Section 11 of this Agreement;
  - (ii) A willful breach of this Agreement or the willful and repeated neglect by the Employee to perform the duties that he or she is required to perform;
  - (iii) Conviction of any criminal act relating to or arising out of employment with the City;
  - (iv) Conduct relating to City employment which, while not necessarily criminal in nature, violates the City's established work rules or standards of conduct in some substantial manner;
  - (v) Conviction of a felony.
- (c) Prior to termination of employment without severance pay for any of the reasons set forth in subsection (b), above, and only in that case, the City Administrator shall provide the Employee with written notice of proposed termination which contains the reason and factual basis for such action. Within five (5) days of such notice, the Employee may request an opportunity to respond to the reasons and factual basis provided by the City Administrator. If such a request to respond is made, the City



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Administrator shall conduct a meeting, which may be informal in nature, at which the Employee may respond to the notice of proposed termination. At such meeting, the Employee may be represented by an attorney of his or her choice, at the Employee's sole expense, and present evidence or information relevant to the reasons and factual basis set forth in the notice of proposed termination. Subsequently, the decision of the City Administrator as to whether reasons set forth in subsection (b) exist or do not exist shall be final as between the Employee and City.

- (d) In the event the City at any time during the term of this Agreement reduces the salary of Employee from its then current year level, except as part of an across-the-board reduction for all similarly-situated employees of the City, or in the event the City refuses, following written notice, to extend to the Employee any non-salary benefit customarily available to similarly-situated employees, or in the event the Employee resigns following a suggestion, whether formal or informal, by the City Administrator that he or she resign, then, in those events, the Employee may, at his or her option, be deemed to be "terminated" at the date of such reduction, refusal to extend, or suggestion of resignation within the meaning and context of the severance pay provision in subsection (a), above; provided that such option to be deemed terminated must be exercised by written notice from the Employee to the City Administrator within five (5) working days of notification of such reduction, refusal to extend, or suggestion of resignation. In that event, the severance payment shall be calculated from the date of reduction, refusal to extend, or suggestion of resignation.
- (e) It is understood that after resignation or notice of termination in any form, Employee and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

**SECTION 7: Disability.** If Employee is totally disabled or otherwise unable to perform his or her duties because of sickness, accident, injury, mental incapacity, or ill health, he or she shall be eligible for disability leave upon exhausting all accrued sick leave, vacation leave, and duty injury leave, if applicable. Disability leave shall be unpaid and shall be approved by the City Administrator for a time period of up to twelve (12) months. The length of such time period of the disability leave shall be dependent upon the length of the disability as demonstrated by the Employee. If the Employee is unable to return to work at the conclusion of the disability leave period, City shall have the option to terminate the employment of the Employee, subject to the terms of this Agreement.

**SECTION 8: Performance Evaluation.** The City Administrator shall review and evaluate in writing the performance of the Employee at least once annually. That review and evaluation shall be in accordance with specific criteria developed in consultation with the Employee and the City Administrator. Said criteria may be amended from time to time as the City Administrator determines necessary, in consultation with the Employee.

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SECTION 9: Salary. City agrees to pay Employee for his or her services rendered pursuant to this Agreement and in accordance with the City's classification and compensation plan or resolutions or ordinances from time to time enacted that govern such compensation.

SECTION 10: Other Benefits. All applicable provisions of the "Personnel Policies for Non-bargaining Unit Employees" as they may be amended from time to time, shall apply to the Employee as they would to other employees of the City, except as the terms and conditions of this Agreement may preclude or modify them. In lieu of compensatory time, it is acknowledged that Employee shall be entitled to set, subject to the ultimate control of the City Administrator, a flexible work week hourly schedule; and, additionally, in recognition of the many hours worked beyond the normal work week, the City Administrator may from time to time authorize additional paid leave to be taken by Employee.

SECTION 11: Residency. Employee shall establish within six (6) months of the Effective Date of this Agreement his or her principal place of residency within the corporate limits of the City and maintain such residency at all times during the term of this Agreement. Employee shall notify the City Administrator of any change in address within five (5) working days of such change. The residency requirement may be waived by an affirmative vote of a majority of the members elected to the City Council.

SECTION 12: Vehicle. Employee must have adequate means of transport. Upon the showing of demonstrated need, the City may provide the use of a City vehicle for the Employee for City business, a vehicle allowance, mileage reimbursement, or fuel only reimbursement, as determined by the City Administrator. Employee must have a valid driver's license to operate a City vehicle.

SECTION 13: Professional Development. City agrees to budget and to pay for professional memberships including \_\_\_\_\_. The Employee shall also receive paid leave plus registration, travel, and reasonable expenses for short courses, conferences, and seminars that are necessary for his or her personal development and, in the judgment of the City Administrator, for the good of the City, subject to budget limitations and to established travel policies and procedures.

SECTION 14: Financial Disclosure. The Employee shall report to the City Administrator any ownership interest in real property within Dakota County, excluding personal residence. Employee shall also report to the City Administrator any financial interest greater than \$5,000.00 in value with a firm doing work for the City or from whom the City intends to make a purchase immediately upon notice of the intended work or purchase. Employee shall also comply with all of the rules, regulations, and requirements of the Nebraska Accountability and Disclosure Commission.

SECTION 15: Indemnification. City shall defend and indemnify the Employee against any action relating to or arising out of employment with the City, including but not limited to any: tort, professional liability claim or demand, or other noncriminal legal, equitable, or administrative

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action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as an employee or officer of the City, other than an action brought by the City against the Employee, or an action filed against the City by the Employee. In addition, should Employee be subject to such legal action pending after termination of employment, the City shall pay the reasonable expenses for the travel, lodging, meals, and lost work time of the Employee. City shall have sole authority to compromise and settle any action filed against Employee and pay the amount of any settlement or judgment rendered on that action. Employee shall cooperate fully with the City in the settlement, compromise, preparation of the defense, or trial of any such action.

SECTION 16: Bonding. City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17: Notices. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to the City Administrator's office, 1615 First Avenue, South Sioux City, Nebraska 68776, and to the Employee's home address on file in the City Clerk's office. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Nebraska. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 18: Miscellaneous.

- (a) Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the duly authorized representative against whom such modification or waiver is sought to be enforced.
- (b) Amendment. Except as otherwise provided herein, this Agreement may be amended only by a written document executed by Employee and an authorized representative of the City.
- (c) Waiver. The waiver by City of the breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.
- (d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to its conflict of laws provisions.



**FINANCE/LEISURE/LEGISLATIVE AGENDA**

**July 8<sup>th</sup>, 2020 @ 12:00 p.m.**

**City Hall Council Chambers**

**1615 1<sup>st</sup> Avenue, South Sioux City, Nebraska**

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(e) Venue; Jurisdiction. The parties agree that this Agreement is entered into in the State of Nebraska and will be performed in the State of Nebraska. The parties hereby consent to the exercise of jurisdiction over them by the District Court of Dakota County, Nebraska and agree that such court shall be the exclusive venue for resolution of any disputes between the parties arising in whole or in part from this Agreement.

(f) Severability. If any provision, or any portion of any provisions, contained in this Agreement is held unconstitutional, invalid, illegal, or unenforceable, said portion shall be deemed severed from the Agreement, and the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of South Sioux City has caused this Agreement to be signed and executed on its behalf, and the Employee has signed and executed this Agreement, both in duplicate, as of the Effective Date.

THE CITY OF SOUTH SIOUX CITY,  
DAKOTA COUNTY, NEBRASKA,  
a municipal corporation,

BY: \_\_\_\_\_  
CITY ADMINISTRATOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
EMPLOYEE

End Employment Contract