



LOWER PLATTE SOUTH natural resources district

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Agenda Item #11

Memorandum

Date: January 14, 2022
To: Each Director
From: Paul D. Zillig, General Manager
Subject: Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at Noon on Friday, January 14, 2022 via zoom/teleconference. Directors participating were Deborah Eagan, David Landis, Chelsea Johnson, Bob Andersen, Larry Ruth, and Luke Peterson. Others participating included Steve Seglin, Corey Wasserburger, Kristin Buntemeyer, David Potter, Al Langdale, and myself.

Chair Eagan called the meeting to order, welcomed those participating and requested I report on the proposed agreement with Nebraska Department of Correctional Services for utilization of 2 work crews. I reported that these crews are vital in maintaining our 180 dams, urban channels, and several other NRD properties/projects. I reported that the NRD has utilized these crews for many years and staff has been pleased with the services provided.

I then reported that Al Langdale and I have been working with Correctional Services to get an updated agreement. I reviewed with the Subcommittee the proposed changes to the agreement (see attached letter) and pointed out that there was an increase in wages for the Corporals which would result in a 30-35% increase in cost and a 2% surcharge for administrative costs. Staff recommended that the Board continue with this arrangement. A copy of the agreement is attached. Seglin reported that he reviewed the agreement.

It was moved by Andersen, seconded by Landis, and unanimously approved by the Subcommittee (Ruth had not yet joined the meeting) to **recommend the Board of Directors approve the Inmate Work Crew Agreement with Nebraska Department of Correctional Services & Cornhusker State Industries.**

The next item on the agenda was my report on NRD staffing adjustments. I reviewed the attached organizational chart for the NRD. I reported that due to Dan Schulz' retirement (Resources Coordinator) I have shifted those "groundwater" responsibilities to Dick Ehrman, adjusted his compensation, and updated his title to Water Resources Coordinator. Al Langdale, O&M Coordinator will oversee the Seasonal Maintenance crew and we are now advertising to hire a new Resources Coordinator. We hope to have that position filled by March.

The Subcommittee then discussed a number of additional potential policy items for the Executive Subcommittee to consider in the near future. The Subcommittee will need to prioritize those issues to have adequate time to determine any potential modifications/additions.

There being no further business the meeting adjourned at 12.30 pm.

PDZ/pz

pc: Steve Seglin
Corey Wasserburger

Cornhusker State Industries

Jeremy Elder
Deputy Director



January 12, 2022

Mr. Paul Zillig
Lower Platte South NRD
3125 Portia Street
Lincoln, NE 68521

Dear Mr. Zillig,

Thank you for your continued partnership with the Nebraska Department of Correctional Services (NDCS) and Cornhusker State Industries (CSI) in the utilization of work crews. For many years, these crews have been a workforce multiplier to provide more efficient state government and work opportunities for incarcerated individuals.

As you may be aware, several NDCS job classifications have recently received significant wage increases. For corrections corporals that supervise work crews, some wages have increased up to 40%. As a result of wage increases, your monthly bills for work crew services will likely increase 30-35%. This was a one-time, unexpected adjustment to work crew expenses. Normally, costs only vary according to annual increases of wages and benefits (approximately 2-5%) or turnover of the assigned corporal.

Periodically, we have also experienced unplanned events such as the retirement or resignation of a corporal that results in a significant payout of vacation and/or sick leave. Currently, neither NDCS nor the customer are budgeted for those unexpected occurrences. To account for these issues, a 2% surcharge will be added to all work crew billings. This should result in predictable monthly expenses. NDCS/CSI will absorb any significant payouts rather than seeking customer reimbursement.

If you have any questions concerning work crew services, please don't hesitate to contact us. Thank you!

Sincerely,

Jeremy Elder
Deputy Director

Cornhusker State Industries

Jeremy Elder
Deputy Director



NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES CORNHUSKER STATE INDUSTRIES INMATE WORK CREW AGREEMENT

This agreement is by and between the State of Nebraska, Department of Correctional Services (herewithin NDCS), Cornhusker State Industries (herewithin CSI) and the Lower Platte South Natural Resources District (herewithin the District), a local government entity of the State of Nebraska.

WHEREAS, the Nebraska Legislature has provided in Neb. Rev. Stat. §83-183 (Supp.1999) that NDCS may enter into agreements with any natural resource district for the employment of persons committed to NDCS, and

WHEREAS, NDCS/CSI and the District want to provide a work program for inmates in the custody of NDCS who will perform useful labor for the District.

IT IS THEREFORE AGREED by and between NDCS/CSI and the District as follows:

1. NDCS will provide to the District certain inmates to perform useful labor on behalf of the District. Work crew sizes will be determined by NDCS and the District on a case-by-case basis dependent upon the nature of the work tasks to be performed. Crews may vary in size depending upon NDCS inmate population. The number of crews and their distribution will be determined based on needs of the District and the ability of NDCS to fill said requests.
2. In consideration for the labor to be provided by NDCS to the District, the District agrees to make the following payments to NDCS on a monthly basis on or before the 30th day following the date of invoice. All checks must be payable to NDCS and mailed to the address shown on the invoice.
 - a. An amount equal to wages and benefit compensation for Corrections Corporals assigned by NDCS to the inmate work crew working for the District. The Corrections Corporals assigned by NDCS to such inmate work crews shall be classified as Job Code P66112 as established by the Nebraska Department of Administrative Services, State Personnel Division.
 - b. The Corrections Corporals' wages and benefits will be identified from the NDCS Budget Status Report which captures the actual gross payroll and benefits portion paid by NDCS of the Corrections Corporals assigned to the NRD work crew. This compensation will be identified as "Supervision" on the monthly billing invoice.

- c. An additional 2% Administrative Surcharge will also be applied to the monthly billing invoice as a separate line item.
 - d. The District, in its sole discretion, may supply vehicles for the transportation of inmate work crews and Corrections Corporals and be solely, financially responsible for all costs associated with the vehicles which includes but is not limited to fuel, maintenance, and liability insurance coverage. If the District chooses to have NDCS supply vehicles, the District will be responsible for the actual cost to NDCS of the vehicles used to transport inmate work crews and Corrections Corporals which includes but is not limited to the Transportation Services Bureau leasing charges or charges for rental of vehicles suitable for such transportation, maintenance, reasonable mileage or fuel charges, and the cost of both liability and collision insurance for each vehicle. The District agrees to reimburse NDCS for the deductible portion of the collision insurance in the event NDCS sustains a loss and to reimburse NDCS for the additional costs in providing coverage for towing equipment. The District further agrees to reimburse NDCS for all costs associated with damages to the vehicles during the term of this agreement and any damages noted by TSB upon returning the vehicles to the Transportation Services Bureau.
- 3. State holidays and Howard's Day, September 2nd, shall be observed by the work crews and Corrections Corporals. Corrections Corporals will be absent for vacations, 40 hours of annual training, and sick/military/funeral/other leave. The District will absorb any costs the District incurs as a result of work crews being absent. No relief staffing is included in this agreement. Corrections Corporals absences from the work site for training, vacation, illness, bereavement or other types of leave will reduce the service level provided. A work crew supervised by designated Corrections Corporals is estimated to have a maximum service level of 85% when accounting for typical absences.
 - 4. The initial term of this Agreement shall commence on the date signed by the Director of NDCS and extend through December 31, 2022. Thereafter, this agreement may be renewed for three (3) one-year periods to be mutually agreed upon as evidenced by each party's signature on such documents.
 - 5. It is anticipated that the work activities to be performed by the inmates will include general labor tasks requiring only minimal training. NDCS shall supply such inmates with lunches and personal items such as clothing, including sufficient work shoes where necessary. All other work materials, tools, gloves, and safety equipment shall be supplied by the District. The District shall assign inmates to work activities based upon representation from NDCS concerning the skills and physical capabilities of the inmates and identification of which inmates are best suited to perform what types of work.
 - 6. The District may request that an inmate be removed from a District work crew, and NDCS will comply with any such request.
 - 7. If an inmate should require medical attention during the course of performance of this agreement, the Corrections Corporal shall immediately make all necessary arrangements for the treatment of that inmate including transportation to and from a medical treatment facility.

The District shall not be responsible for any costs incurred by NDCS in connection with such medical treatment.

8. Notwithstanding the stated term, this Agreement may be terminated as follows:
 - a. Either party may terminate this agreement by providing written notification thirty (30) days in advance to the other party.
 - b. Immediately by either party providing written notice to the other party including an explanation of how the agreement violates local, state or federal law(s) or regulation(s) in the event either party determines, based on any action or threatened action by local, state, or Federal government or accrediting bodies, or any material change in state or federal law or regulation or enforcement policy, or the advice of legal counsel, that such party, by virtue of this Agreement, is in violation of any law or regulations that create a serious risk of assessment, sanction, penalty, loss of tax exemption, or other significant consequence to the party giving such notice.
 - c. NDCS or the District may refuse to allow the work to continue where there is any direct threat to the health and welfare of any inmate or any other persons until such direct and immediate threat is eliminated.
 - d. This agreement may be suspended and/or terminated immediately at the discretion of the NDCS Director for security purposes.
9. Any real or personal property acquired by either NDCS or the District to assist in this cooperative undertaking shall at all times remain the property of the party acquiring it.
10. The District agrees to make its relevant employees aware of the provision 28-322.01 of the State of Nebraska Revised Statutes that states it shall be a Felony for individuals working for or via this agreement to NDCS to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship. The District will promptly notify NDCS if allegations of sexual abuse or contact become known to the District.
11. NDCS and the District shall provide equal employment opportunity, ensuring the right of all persons to work and to advance on the basis of merit and ability without regard to race, color, religion, sex, pregnancy, age, national origin, disability, marital status or genetics.
12. This agreement shall be construed in accordance with the laws of the State of Nebraska and obligations, rights and remedies of the parties hereto shall be determined in accordance with such laws.
13. NDCS, through its Director, and the District, through its General Manager, shall designate in writing one person each to act as coordinators and liaisons for this program. The parties may from time to time designate in writing substitutes for such persons. Such persons are hereinafter referred to as the "Agents" of each of the parties. Working hours, holidays, and similar issues may be negotiated between the Agents of the parties consistent with the terms of this Agreement. In the event of any disagreement concerning the work performed, the Agents of the parties will seek a resolution of such disagreements directly, between the Deputy Director of NDCS/CSI and the Operation/Maintenance Coordinator of the District.

14. The parties agree they will not seek to hold the other party responsible for claims, damages, losses, and expenses including but not limited to, attorneys fees arising out of or resulting from performance of the work by inmates under this Agreement.
15. To the fullest extent permitted by law, each Party (the "indemnitor") shall indemnify, defend, and hold harmless the other Party and its board members, officials, directors, officers, members, managers, agents and employees (each an "Indemnified Party") from and against all claims, damages, losses, fines, assessments, and expenses, arising out of or resulting from: (a) breach of this Agreement by the Indemnitor; (b) the unlawful acts of the Indemnitor or the Indemnitor's agents; or (c) the negligent or intentional acts or omissions of the Indemnitor or the Indemnitor's agents, provided that in no event shall an Indemnitor be required to indemnify, defend, or hold harmless an Indemnified Party for Losses to the extent such Losses are caused by the negligent or intentional acts or omissions of the Indemnified Party.
16. If any claim covered by this indemnity is asserted by a third party, the Indemnified Party shall promptly give the Indemnitor notice of the claim and give the Indemnitor an opportunity to defend or settle the claim with counsel of its choice and at its expense, and the Indemnified Party shall extend its full cooperation in connection with the defense, subject to reimbursement for actual out-of-pocket expenses incurred by the Indemnified Party as the result of a request by the Indemnitor. If the Indemnitor fails to defend a claim within a reasonable time, the Indemnified Party shall be entitled to assume the defense and the Indemnitor shall be bound by the results obtained by the Indemnified Party with respect to the claim.
17. Exhibits, Appendices, Addenda, Amendments, and Attachments to Agreement may be added whenever indicated and mutually agreed upon as evidenced by the parties' signatures on such document.
18. This document constitutes a full and complete statement of the Agreement between the parties provided. However, the Agents of the parties may provide the details of the undertaking consistent with the provisions of this Agreement. Any amendment to the Agreement must be made in writing and signed by the proper officials for NDCS and the District.

Cornhusker State Industries

Jeremy Elder
Deputy Director



AGREEMENT FOR WORK CREWS ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date signed by the Director of the Nebraska Department of Correctional Services.

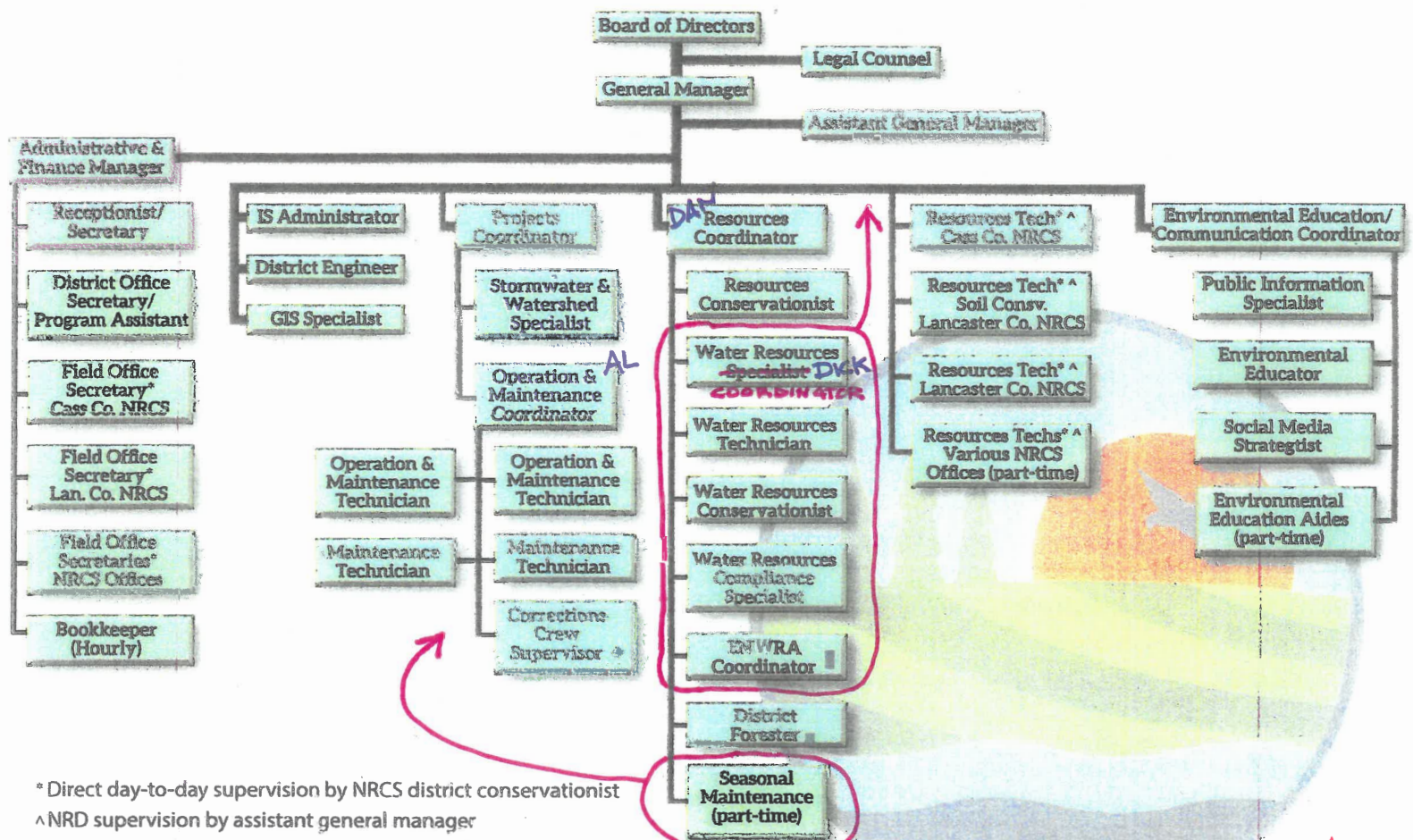
Paul Zillig, General Manager
Lower Platte South Natural Resources District
PO Box 83581
Lincoln, Nebraska 68501

Date

Scott R. Frakes, Director
State of Nebraska
Department of Correctional Services
PO Box 94661
Lincoln, Nebraska 68509

Date

ORGANIZATIONAL STRUCTURE OF THE LOWER PLATTE SOUTH NRD



* Direct day-to-day supervision by NRCS district conservationist

^ NRD supervision by assistant general manager

■ Administration and supervision by Nebraska Forest Service

■ Administration and supervision by UNL Conservation and Survey Division

◆ Contract with Nebraska Department of Corrections for two crews and two crew supervisors

1/10/22
4/22/21