

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING SETTLEMENT PAYMENT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

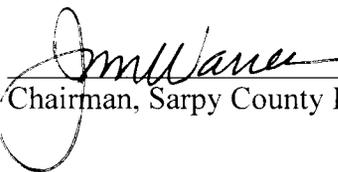
WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

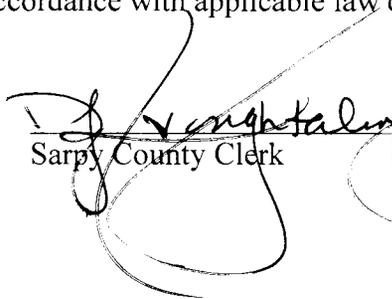
WHEREAS, a claim has been made by the Fraternal Order of Police, Sarpy County Lodge #3 and a number of its members against the County and the Sarpy County Sheriff concerning the payout of accumulated sick time to certain employees under the existing collective bargaining agreement; and,

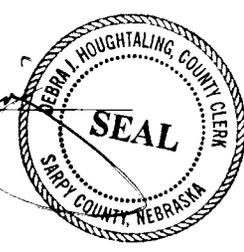
WHEREAS, an agreement has been proposed which would resolve the claims against the County and the Sheriff for payments totaling \$13,889.30, and said settlement is a fair and reasonable to all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the payments described in the attached Release and Hold Harmless agreements are hereby approved and the Clerk is hereby authorized to take make the payments described therein.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 8<sup>th</sup> day of October, 2013.

  
Chairman, Sarpy County Board

  
Sarpy County Clerk





JEFFREY L. DAVIS  
Sarpy County Sheriff

## Sarpy County Sheriff's Office

8335 Platteview Road  
Papillion, Nebraska 68046



Telephone (402) 593-2288  
Fax (402) 593-4323

September 23, 2013

Pam Reinke  
7602 Burt St.  
Omaha, NE 68114

Pam:

The following is a breakdown of your final paycheck. According to the agreement between yourself and the County Board you are entitled to  $\frac{1}{4}$  of your accumulated sick leave as if you had voluntarily resigned from Sarpy County.

<b>Sick Leave:</b>	$480.75 \text{ hrs} \div 4 = 120.19 \text{ hrs} \times \$43.841$	=	<u>\$5,269.25</u>
<b>Paycheck amount, excluding deductions:</b>		=	<u>\$5,269.25</u>

If you have any questions I can be reached at 593-5901. Thank you.

Sincerely,

Lt. D. Shukis/955  
Administrative Division  
c: Personnel File  
County Clerk/Kenjara

DS/JP

RELEASE AND HOLD HARMLESS

WHEREAS the undersigned, Pam Reinke, (hereinafter, "Reinke") claims a cause of action against the County of Sarpy, Nebraska and Jeff Davis, the Sarpy County Sheriff, among other things, a claim of unpaid sick time upon the ending of employment with Sarpy County, (hereinafter, "the Claim"); and,

WHEREAS, the parties are desirous of settling the dispute between them, by which Sarpy will pay the total sum of \$5,269.25 in full and complete settlement of any and all claims the undersigned now has or which may arise out of any actions by Sarpy, Nebraska, or their respective employees or representatives in connection with the facts and circumstances of the Claim; and,

WHEREAS said sum shall be considered gross wages, subject to any deductions and withholdings that may be applicable by law or other agreement concerning the payment of wages to Reinke.

NOW, THEREFORE, in consideration of the sum of \$ 5,269.25, receipt of which is hereby acknowledged, Reinke, her successors, attorneys, agents and assigns do hereby release, hold harmless and discharge the County of Sarpy, Nebraska its Commissioners, Jeff Davis the Sarpy County Sheriff, from any and all claims or causes of action which relates in any way to or arises in any way from the facts and circumstances of the Claim. It is the intention of the parties hereto that this agreement will completely predetermine and resolve all claims, disputes, and/or causes of action, and that, after execution of this agreement, there will be no remaining claims or demands which any person or party can or may make upon Sarpy, its commissioners, elected officials, officers, agents, employees, representatives, attorneys, and assigns, as a result of the Claim described herein.

The undersigned, and each of them, hereby represents that each has due and proper authority to execute the forgoing release, has carefully read the forgoing release, and each signs this release as his or her voluntary act and deed.

BY: Pamela M. Reinke

Date 10-4-13

14-3  
Witness



JEFFREY L. DAVIS  
Sarpy County Sheriff

## Sarpy County Sheriff's Office

8335 Platteview Road  
Papillion, Nebraska 68046



Telephone (402) 593-2288  
Fax (402) 593-4323

September 23, 2013

June Westland  
908 Hackberry Court, Apt. 2302  
Bellevue, NE 68005

June:

The following is a breakdown of your final paycheck. According to your settlement agreement with the County Board and because you are eligible for retirement under the FOP contract you are entitled to ½ of your accumulated sick leave as if you had retired from Sarpy County.

<b>Sick Leave:</b>	$242 \text{ hrs} \div 2 = 121 \text{ hrs} \times \$35.650$	=	<u>\$4,313.65</u>
<b>Paycheck amount, excluding deductions:</b>		=	<u>\$4,313.65</u>

If you have any questions I can be reached at 593-5901. Thank you.

Sincerely,

Lt. D. Shukis/955  
Administrative Division  
c: Personnel File  
County Clerk/Kenjara

DS/JP

RELEASE AND HOLD HARMLESS

WHEREAS the undersigned, June Westland, (hereinafter, "Westland") claims a cause of action against the County of Sarpy, Nebraska and Jeff Davis, the Sarpy County Sheriff, among other things, a claim of unpaid sick time upon the ending of employment with Sarpy County, (hereinafter, "the Claim"); and,

WHEREAS, the parties are desirous of settling the dispute between them, by which Sarpy will pay the total sum of \$\$4,313.65 in full and complete settlement of any and all claims the undersigned now has or which may arise out of any actions by Sarpy, Nebraska, or their respective employees or representatives in connection with the facts and circumstances of the Claim; and,

WHEREAS said sum shall be considered gross wages, subject to any deductions and withholdings that may be applicable by law or other agreement concerning the payment of wages to Westland.

NOW, THEREFORE, in consideration of the sum of \$ 4,313.65, receipt of which is hereby acknowledged, Westland, her successors, attorneys, agents and assigns do hereby release, hold harmless and discharge the County of Sarpy, Nebraska its Commissioners, Jeff Davis the Sarpy County Sheriff, from any and all claims or causes of action which relates in any way to or arises in any way from the facts and circumstances of the Claim. It is the intention of the parties hereto that this agreement will completely predetermine and resolve all claims, disputes, and/or causes of action, and that, after execution of this agreement, there will be no remaining claims or demands which any person or party can or may make upon Sarpy, its commissioners, elected officials, officers, agents, employees, representatives, attorneys, and assigns, as a result of the Claim described herein.

The undersigned, and each of them, hereby represents that each has due and proper authority to execute the forgoing release, has carefully read the forgoing release, and each signs this release as his or her voluntary act and deed.

BY: June E Westland

Date 10/3/2013

[Signature]  
Witness



JEFFREY L. DAVIS  
Sarpy County Sheriff

## Sarpy County Sheriff's Office

8335 Platteview Road  
Papillion, Nebraska 68046



Telephone (402) 593-2288  
Fax (402) 593-4323

September 23, 2013

Sandra Cote  
1529 Papillion Dr.  
Papillion, NE 68133

Sandra:

The following is a breakdown of your final paycheck. According to your settlement agreement with the County Board and because you are eligible for retirement under the FOP contract you are entitled to ½ of your accumulated sick leave as if you had retired from Sarpy County.

Sick Leave:	$186.90 \text{ hrs} \div 2 = 93.45 \text{ hrs} \times \$35.650$	=	<u>\$3,331.49</u>
<b>Paycheck amount, excluding deductions:</b>		=	<u><b>\$3,331.49</b></u>

If you have any questions I can be reached at 593-5901. Thank you.

Sincerely,

Lt. D. Shukis/955  
Administrative Division  
c: Personnel File  
County Clerk/Kenjala

DS/JP

RELEASE AND HOLD HARMLESS

WHEREAS the undersigned, Sandra Cote, (hereinafter, "Cote") claims a cause of action against the County of Sarpy, Nebraska and Jeff Davis, the Sarpy County Sheriff, among other things, a claim of unpaid sick time upon the ending of employment with Sarpy County, (hereinafter, "the Claim"); and,

WHEREAS, the parties are desirous of settling the dispute between them, by which Sarpy will pay the total sum of \$3,331.49 in full and complete settlement of any and all claims the undersigned now has or which may arise out of any actions by Sarpy, Nebraska, or their respective employees or representatives in connection with the facts and circumstances of the Claim; and,

WHEREAS said sum shall be considered gross wages, subject to any deductions and withholdings that may be applicable by law or other agreement concerning the payment of wages to Cote.

NOW, THEREFORE, in consideration of the sum of \$ 3,331.49, receipt of which is hereby acknowledged, Cote, her successors, attorneys, agents and assigns do hereby release, hold harmless and discharge the County of Sarpy, Nebraska its Commissioners, Jeff Davis the Sarpy County Sheriff, from any and all claims or causes of action which relates in any way to or arises in any way from the facts and circumstances of the Claim. It is the intention of the parties hereto that this agreement will completely predetermine and resolve all claims, disputes, and/or causes of action, and that, after execution of this agreement, there will be no remaining claims or demands which any person or party can or may make upon Sarpy, its commissioners, elected officials, officers, agents, employees, representatives, attorneys, and assigns, as a result of the Claim described herein.

The undersigned, and each of them, hereby represents that each has due and proper authority to execute the forgoing release, has carefully read the forgoing release, and each signs this release as his or her voluntary act and deed.

BY:  \_\_\_\_\_

Date 10/4/13

  
Witness



JEFFREY L. DAVIS  
Sarpy County Sheriff

## Sarpy County Sheriff's Office

8335 Platteview Road  
Papillion, Nebraska 68046



Telephone (402) 593-2288  
Fax (402) 593-4323

September 23, 2013

Toni Durby  
814 Evergreen Dr.  
Papillion, NE 68046

Toni:

The following is a breakdown of your final paycheck. According to your settlement agreement with the County Board and because you are eligible for retirement under the FOP contract you are entitled to ½ of your accumulated sick leave as if you had retired from Sarpy County.

<b>Sick Leave:</b>	$60 \text{ hrs} \div 2 = 30 \text{ hrs} \times \$32.500$	=	<u>\$ 975.00</u>
<b>Paycheck amount, excluding deductions:</b>		=	<u>\$ 975.00</u>

If you have any questions I can be reached at 593-5901. Thank you.

Sincerely,

Lt. D. Shukis/955  
Administrative Division  
c: Personnel File  
County Clerk/Kenjara

DS/JP

RELEASE AND HOLD HARMLESS

WHEREAS the undersigned, Toni Durby, (hereinafter, "Durby") claims a cause of action against the County of Sarpy, Nebraska and Jeff Davis, the Sarpy County Sheriff, among other things, a claim of unpaid sick time upon the ending of employment with Sarpy County, (hereinafter, "the Claim"); and,

WHEREAS, the parties are desirous of settling the dispute between them, by which Sarpy will pay the total sum of \$975.00 in full and complete settlement of any and all claims the undersigned now has or which may arise out of any actions by Sarpy, Nebraska, or their respective employees or representatives in connection with the facts and circumstances of the Claim; and,

WHEREAS said sum shall be considered gross wages, subject to any deductions and withholdings that may be applicable by law or other agreement concerning the payment of wages to Toni Durby.

NOW, THEREFORE, in consideration of the sum of \$ 975.00, receipt of which is hereby acknowledged, Toni Durby, her successors, attorneys, agents and assigns do hereby release, hold harmless and discharge the County of Sarpy, Nebraska its Commissioners, Jeff Davis the Sarpy County Sheriff, from any and all claims or causes of action which relates in any way to or arises in any way from the facts and circumstances of the Claim. It is the intention of the parties hereto that this agreement will completely predetermine and resolve all claims, disputes, and/or causes of action, and that, after execution of this agreement, there will be no remaining claims or demands which any person or party can or may make upon Sarpy, its commissioners, elected officials, officers, agents, employees, representatives, attorneys, and assigns, as a result of the Claim described herein.

The undersigned, and each of them, hereby represents that each has due and proper authority to execute the forgoing release, has carefully read the forgoing release, and each signs this release as his or her voluntary act and deed.

BY: Toni Durby

Date 10-04-13

[Signature]  
Witness