



Saline County Board of Commissioners

Meeting Agenda

AGENDA

SALINE COUNTY BOARD OF COMMISSIONERS

SALINE COUNTY COURTHOUSE

Wilber, NE

9:30 AM

DATE: March 29, 2022

This agenda is kept on a daily basis and may change from day to day as requests come in to the County Clerk's office. Requests to be on the agenda must be in the County Clerk's office 24 hours prior to the start of the meeting as stated above. This agenda is considered current on the day of the meeting and cannot be changed or altered except for an emergency.

The Board reserves the right to go into executive session if such session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual.

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES OF THE PREVIOUS MEETING

CITIZENS FORUM

CORRESPONDENCE

REPORT OF OFFICIALS

BUSINESS FOR ACTION

9:45 a.m. - Michaela Nielsen, Soarin Group - Employee Handbook

10:15 a.m. - Lori Moldenhauer, Aging Services - Discuss/Approve Sub Award Grant for Hispanic Day

10:30 a.m. - Craig Vyhnalek and representatives from local fire departments - Saline County Mutual Aid
Approve/disapprove minor sub-division; 1-8-3E:Yeakley

Administrative sub-division for Leann Turner:2-8-1E - and as a result of administrative sub-division approval,
does cemetery maintained abandoned status

Dan Johnson, Maintenance Superintendent - Discuss building maintenance needs and the possible use of ARPA
Funds

Discuss partnership with Norris Public Power and Nebraska Public Power to bring rural broadband to Saline
County

Discuss/Accept the resignation of Veteran Service Officer Forrest Doyle

Discuss/Approve Resolution #2022-12 - Kim Goossen and Dee Drake as Plan Service Contacts for Empower
Retirement

Discuss/Approve proposal for Stanard Appraisal Services, Inc. - 2023 Commercial reappraisal of Friend,
Dorchester and Wilber.

RESOLUTIONS TO TRANSFER FUNDS

Approve Resolution #2022-11 transferring \$3,800.00 from the Inheritance Fund to the Juvenile Service Aid
Program, to be reimbursed when funds become available

HIGHWAY SUPERINTENDENT - ROAD AND BRIDGE MATTERS

Discuss and Approve/Disapprove Windstream Request to Occupy Right of Way-WO#15000060620133; PR-5774

Saline County Roads Department for Saline County Commissioner March 29,2022 Meeting. Discuss and Approve/Disapprove Request to Occupy Right-of-Way for Mitch Hedden 50 yards West of Co Rd 1000 & Co Rd G.

11:30 COUNTY GENERAL ASSISTANCE AND CLOSED SESSION MATTERS

A Personnel Policy

CLAIMS APPROVAL

ADJOURNMENT

SALINE COUNTY BOARD OF COMMISSIONERS

The regular meeting of the Saline County Board of Commissioners was called to order at 9:30 a.m. on Tuesday, March 15, 2022, by Chairperson Russ Karpisek. Present were Karpisek, Janet J. Henning, Marvin A. Kohout, Stephanie A. Krivohlavek, Phil Hardenburger Commissioners, and County Clerk Anita K. Bartels. County Attorney Tad Eickman was present between court commitments.

Notice of said meeting was posted in the County Clerk's Office, on the Saline County Website, and published in all three county newspapers on March 9, 2022, in compliance with State Statutes.

Let the record show that all proceedings are electronically recorded.

Karpisek advised those present of the open meetings act posted at the back of the room.

Henning moved to approve the agenda, seconded by Krivohlavek. Voting aye were Krivohlavek, Hardenburger, Henning, Karpisek and Kohout, nays none, motion carried.

Krivohlavek moved to approve the minutes of the March 1, 2022 meeting, seconded by Kohout. Voting aye were Henning, Karpisek, Kohout and Krivohlavek, abstain without conflict Hardenburger, nays none, motion carried.

Under correspondence, Bartels reported receiving from Blue Valley Community Action their March 15th Regular Meeting Agenda, January 18th Regular Meeting of the Board of Directors and March 2022 Reports to the Blue Valley Community Action Board Members; from SENDD their March 17th Board of Directors' Agenda; from the Saline County Historical Society minutes of their March 6, 2022 meeting; from the Friend Historical Society a thank you letter to the Commissioners, along with an open invitation to their facility; from the Nebraska Department of Environment and Energy a Transfer of Construction and Operating Permit to DNA Genetics-Bowen Animal Feed Operation at NW1/4, Section 5, Township 8N, Range 2E, Saline County; from Aging Partners the March 17th Agenda for the Areawide Council, Minutes of the October 21, 2022 and January 20, 2022 meetings; Sparqdata is putting in a ticket to change the highlight colors in the software as part of the next update; From the City of Crete, received the March 15th Agendas for the City Council, Public Works, Committee, Public Safety Committee and Legislative Development Committee; Bartels read an email received from Jeff Koll expressing concerns with the untimely, nondescriptive posting online of the Planning & Zoning Commission meeting agendas and minutes, resulting in being in jeopardy of violating the Open Meeting Act.

Lyle Weber, Planning & Zoning Administrator gave a response to Koll's email. Stating posting the agenda on line is not an official option, it's a courtesy. Agendas and minutes are posted officially in the three County newspapers and the Clerk's Office. Timely posting of the agendas would be 24 hours before the meeting starts, and the minutes are written by the Planning & Zoning Secretary, he posts the minutes when and however he received them.

Tad Eickman, County Attorney stated Planning & Zoning meets the statutory requirements and are not in violation of the Open Meetings Act.

Under report of officials, Henning reported attending a CASA zoom meeting and has a Public Health Solutions meeting on Thursday.

Hardenburger reported attending an Ag Society meeting and has upcoming meetings with the Blue Valley Community Action Board, NACO SE District meeting and an Employee Handbook meeting.

Hardenburger announced there will be a Hazardous Waste Collection sponsored by Five Rivers on April 30, 2022, 11:30 a.m. – 1:30 p.m. at Tuxedo Park in Crete.

Kohout reported attending the Saline County Museum meeting and upcoming meetings with Planning & Zoning, NACO zoom meeting with Governor and AED & First Aid training next week.

Krivohlavek announced Aging Services is holding their 4th Annual Shamrock Shuffle on March 26th at 10:00 a.m.

Karpisek announced he has been in conversations with the Veteran Service Committee.

Lori Moldenhauer, Aging Services Director via telecom, requested approval of the appointment of Pastor Jim Bendorf to the Saline County Aging Services Board and Nancy Tellez, to the areawide Aging Partners Board. Krivohlavek moved to approve the appointment of Bendorf and Tellez, seconded by Henning. Voting aye were Karpisek, Kohout, Krivohlavek, Hardenburger and Henning, nays none, motion carried.

Henning moved to approve the February 2022 Clerk Fees in the amount of \$14,069.75, seconded by Hardenburger. Voting aye were Hardenburger, Henning, Karpisek, Kohout and Krivohlavek, nays none, motion carried.

Henning moved to approve the February 2022 Clerk of the District Court Fees in the amount of \$31,387.32, seconded by Krivohlavek. Voting aye were Henning, Karpisek, Kohout, Krivohlavek and Hardenburger, nays none, motion carried.

Henning moved to approve the February 2022 Sheriff Fees in the amount of \$2,152.57, seconded by Kohout. Voting aye were Karpisek, Kohout, Krivohlavek, Hardenburger and Henning, nays none, motion carried.

Henning moved to approve Resolution #2022-09, Pledged Security of Citizens State Bank, CUSIP #077460AH6, seconded by Hardenburger. Voting aye Kohout, Krivohlavek, Hardenburger, Henning and Karpisek, nays none, motion carried.

The Administrative Sub-Division for Section 2-8-1E, Leann Turner was postponed.

Henning moved to approve Resolution #2022-08, transferring \$1,100.00 from the Inheritance Fund to the Juvenile Services Aid Fund, to be reimbursed when funds become available, seconded by Kohout. Voting aye were Krivohlavek, Hardenburger, Henning, Karpisek and Kohout, nays none, motion carried.

At 10:35 a.m. Karpisek announced the Board would recess;

At 10:49 a.m. Karpisek announced the Board would reconvene;

Henning moved to approve Resolution #2022-07, to set a public hearing date of April 12, 2022, at 11:00 a.m., in the County Commissioners' room, Saline County Courthouse for the vacation and abandonment of the public road located between Section 4-T8N-R3E and Section 5-T8N-R3E, beginning at the intersection of Saline County Roads 1500 & B and running approximately ½ mile North between County Roads B & A. Motion was seconded by Krivohlavek. Voting aye were Hardenburger, Henning, Karpisek, Kohout and Krivohlavek, nays none, motion carried.

At 11:00 a.m. Henning moved to Open the Public Hearing for the One & Six Year Plan, seconded by Krivohlavek. Voting aye were Henning, Karpisek, Kohout, Krivohlavek and Hardenburger, nays none, motion carried.

Highway Superintendent Bruce Filipi presented the One & Six Year Plan, noting a copy of this Plan has been available for public viewing last 3 weeks. Filipi answered questions and explained all changes, deletions and additions. One question was how the 1 year plan was funded, Filipi's response was the 1 year plan was budgeted at 25%.

Henning moved to Close the Public Hearing for the One & Six Year Plan, seconded by Hardenburger. Voting aye were Karpisek, Kohout, Krivohlavek, Hardenburger and Henning, nays none, motion carried.

Kohout moved to approve Resolution #2022-10 accepting the One & Six Year Plan, seconded by Henning. Voting aye were Kohout, Krivohlavek, Hardenburger, Henning and Karpisek, nays none, motion carried.

Filipi reported TC Energy agreed to keep the road haul agreement in place until the removal of all the pipe is completed. Roads is continuing to clean ditches and burn brush piles as conditions permit. One backhoe is still down for repairs, waiting on a part. He also reported the gravel pits have not opened yet.

Henning moved to approve the claims as presented, seconded by Hardenburger. Voting aye were Krivohlavek, Hardenburger, Henning, Karpisek and Kohout, nays none, motion carried.

GENERAL FUND

| | | |
|--------------------------|-----------------|------------|
| General Fund Payroll | Salaries | 126,026.18 |
| Rebecca Anderson | Attorney Fees | 403.75 |
| Barnas | Supplies | 115.41 |
| Black Hills | Utility | 8,103.56 |
| Capital Business Systems | Contract | 133.00 |
| Ciox | Supplies | 50.00 |
| City of Wilber | Utility | 8,605.61 |
| CAMC | Contract | 282.18 |
| Crete Machine | Equip Repair | 40.00 |
| Culligan of Crete | Contract | 166.75 |
| Eakes | Office Supplies | 3,591.31 |
| Ecolab | Building Maint | 554.74 |
| Farmers Coop | Fuel | 365.49 |

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|------------------------------------|-----------------|-----------|
| Bruce Filipi | Reimburse | 2,689.53 |
| First Concord | Insurance | 11,669.95 |
| First Concord | Insurance | 511.00 |
| Flagz @ The Brand | Supplies | 913.00 |
| Friend Community Healthcare System | Contract | 530.00 |
| Heath Sports | Uniform | 374.88 |
| Bernard Hoesche | Mileage | 12.87 |
| The Home Depot Pro | Supplies | 343.70 |
| Marvin Kohout | Mileage | 398.16 |
| Language Line Services | Contract | 6.49 |
| Lincoln Radiology | Contract | 29.97 |
| Ingrid Lindal | Mileage | 26.56 |
| Laura Mackeprang | Reimburse | 38.69 |
| Scott Marquardt | Building Maint | 100.00 |
| Microfilm Imaging | Contract | 150.00 |
| MIPS | Contract | 2,341.31 |
| Nathan Mueller | Mileage | 391.95 |
| Nebraska.Gov | Contract | 143.00 |
| Carter Neukirch | Labor | 18.00 |
| NIFCO | Building Maint | 290.00 |
| NPPD | Utility | 249.00 |
| Priority Printing | Office Supplies | 477.70 |
| | Postage | |
| Quadient | Machine | 65.86 |
| Quality Inn | Training | 182.00 |
| Quill | Office Supplies | 4.79 |
| R.L. Tiemann Construction | Grounds Maint | 16,457.59 |
| Ray Allen Manufacturing | Uniform | 49.99 |
| Jennifer Retchless | Reimburse | 75.00 |
| Sack Lumber | Supplies | 60.19 |
| Saline County Attorney | Reimburse | 75.53 |
| Saline County Court | Reimburse | 292.00 |
| Saline County Sheriff | Reimburse | 448.15 |
| Sapp Bros | Fuel | 5,861.96 |
| Security Equipment | Contract | 1,032.00 |
| Seward County Independent | Print & Publish | 2,852.14 |
| Shop Qwik | Fuel | 77.49 |
| Siemens Industry | Building Maint | 4,167.50 |
| Soarin Group | Contract | 2,814.25 |
| Stanard Appraisal | Contract | 1,770.00 |
| Eric Stehlik | Mileage | 263.25 |
| Striv Av | Equipment | 7,228.75 |
| Alan Strouf | Mileage | 14.63 |
| Summit | Supplies | 8,940.08 |
| Thomson Reuters | Contract | 1,715.00 |
| U.S.P.S | Postage | 6,000.00 |
| Union Bank & Trust | Fees | 1,374.00 |
| Extension Saline Co | Reimburse | 954.87 |
| Verizon | Communications | 171.36 |
| Visa | Travel | 29.23 |
| Visa | Office Supplies | 58.74 |
| | Election | |
| Visa | Supplies | 125.98 |
| | Emp | |
| Visa | Recognition | 338.14 |
| Visa | Supplies | 81.00 |
| Visa | Supplies | 571.90 |
| Visa | Training | 193.45 |

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|---------------------------|----------------|----------|
| Voss Lighting | Supplies | 241.92 |
| Walker | Supplies | 33.08 |
| Walker | Supplies | 56.08 |
| Wilber Body Shop | Deductible | 1,000.00 |
| Wilber Plumbing | Building Maint | 53.61 |
| Witness Fees-County Court | Witness Fees | 62.40 |
| 41 Auto | Supplies | 140.95 |
| 41 Auto | Supplies | 335.72 |

ROAD FUND

| | | |
|---------------------------|-----------------|-----------|
| Road Fund Payroll | Salaries | 25,321.59 |
| AKRS | Equip Repair | 593.81 |
| Anderson Auto | Equipment | 59,480.00 |
| B'S Enterprises | Supplies | 868.00 |
| Beatrice Concrete | Gravel | 418.82 |
| Beaver Hardware | Supplies | 33.98 |
| Black Hills | Utility | 1,399.57 |
| City of Crete | Utility | 463.58 |
| City of Friend | Utility | 578.71 |
| City of Wilber | Utility | 148.29 |
| Crete Ace Hardware | Supplies | 48.56 |
| Crete Auto | Equip Repair | 266.31 |
| Eakes | Office Supplies | 446.81 |
| Eric Riley Electric | Building Maint | 1,940.05 |
| Farmers Coop | Fuel | 17,081.29 |
| Farmers Union Coop | Fuel | 2,074.21 |
| Filtercare of Nebraska | Supplies | 55.80 |
| Interstate Power Systems | Equip Repair | 1,120.00 |
| Kt's Market | Supplies | 12.84 |
| Metrocount | Supplies | 140.00 |
| Mid Country Machinery | Equip Repair | 378.48 |
| Murphy Tractor | Equip Repair | 652.50 |
| NMC Exchange | Equip Repair | 303.17 |
| NPPD | Utility | 456.77 |
| Sapp Bros | Fuel | 3,029.33 |
| Scherbarth Ace | Supplies | 12.18 |
| Seward County Independent | Print & Publish | 251.96 |
| Speece-Lewis | Engineer Fees | 305.00 |
| Village of Dorchester | Utility | 232.06 |
| Village of Swanton | Utility | 64.39 |
| Village of Tobias | Utility | 58.00 |
| Village of Western | Utility | 82.50 |
| Visa | Training | 40.76 |
| Waste Connections | Utility | 125.97 |
| Young's Welding | Supplies | 218.34 |
| 41 Auto | Equip Repair | 93.93 |

BAILIFF FUND

| | | |
|----------------------|----------|----------|
| Bailiff Fund Payroll | Salaries | 1,246.73 |
| Kathy Homolka | Mileage | 67.86 |

AGING SERVICES FUND

| | | |
|------------------------|-----------------|----------|
| Anytime Plumbing | Building Maint | 79.00 |
| Samantha Cosaert | Program | 228.00 |
| Dewitt Senior Center | Payment | 1,117.00 |
| Eakes | Office Supplies | 270.01 |
| Food Mesto | Supplies | 32.10 |
| Miller Mailing Service | Postage | 175.70 |
| Lori Moldenhauer | Mileage | 58.28 |
| Purfoods | Program | 490.40 |

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|---------------------------|-----------------|----------|
| Seward County Independent | Print & Publish | 29.60 |
| Michelle Vana | Program | 52.50 |
| Wilber Care Center | Program | 1,044.37 |

JUVENILE SERVICES GRANT FUND

| | | |
|-----------------|----------------|----------|
| Anita Stougaard | Program | 1,030.20 |
| Verizon | Communications | 32.84 |

CRIME PREVENTION FUND

| | | |
|-------------------------|---------|--------|
| Ray Allen Manufacturing | Uniform | 269.99 |
|-------------------------|---------|--------|

COMMISSARY FUND

| | | |
|--------------------|----------|----------|
| Barnas | Supplies | 1,122.68 |
| Bob Barker Company | Supplies | 1,260.95 |
| Eakes | Supplies | 388.48 |
| Sack Lumber | Supplies | 10.99 |
| Summit | Supplies | 4,974.51 |
| Visa | Contract | 94.97 |

ALL FUNDS

| | | |
|------------------------------|------------|-----------|
| First State Bank | Fed Tax | 16,057.05 |
| NE Dept of Rev | State Tax | 7,507.91 |
| First State Bank | Soc Sec | 31,562.72 |
| Ameritas Life | Retire | 25,261.81 |
| Delta Dental | Dental Ins | 2,207.05 |
| Madison Nat'l Life | Life Ins | 49.62 |
| AFLAC | Ins | 1,150.39 |
| VSP | Eye Ins | 508.18 |
| MassMutal | Def Comp | 2,428.00 |
| First Concord | Café | 2,023.65 |
| Colonial Supp Ins | Ins | 164.87 |
| Madison Nat'l Life | Dis Ins | 167.49 |
| Teamsters | Dues | 312.00 |
| New York Life | Ins | 95.64 |
| Globe Life | Ins | 248.84 |
| AZ Child Support | Garnish | 86.06 |
| Professional Choice Recovery | Garnish | 189.04 |
| Lancaster County Court | Garnish | 200.83 |
| Nebraska Child Support | Garnish | 300.00 |

11:15 a.m. Krivohlavek moved to Enter Closed Session to discuss a personnel matter, seconded by Henning. Voting aye were Hardenburger, Henning, Karpisek, Kohout and Krivohlavek, nays none, motion carried.

12:34 p.m. Henning moved to Exit Closed Session, seconded by Hardenburger. Voting aye were Henning, Karpisek, Kohout, Krivohlavek and Hardenburger, nays none, motion carried.

Karpisek announced during Closed Session a personnel matter was discussed with no action taken.

There being no further business to come before the Board, the meeting was adjourned at 12:35 p.m. The next regular meeting will be on March 29, 2022 at 9:30 a.m. in the Saline County Commissioners' Room, Court House, Wilber, NE.

ATTEST:

Anita K. Bartels, County Clerk

Janet J. Henning

Marvin A. Kohout

Stephanie A. Krivohlavek

Phil Hardenburger, Vice-Chairperson

Russ Karpisek, Chairperson

I, Anita K. Bartels, County Clerk in and for Saline County, do hereby certify that the minutes of the previous meeting held on March 1, 2022 were approved as presented.

Anita K. Bartels, County Clerk

Janet J. Henning

Marvin A. Kohout

Stephanie A. Krivohlavek

Phil Hardenburger, Vice-Chairperson

Russ Karpisek, Chairperson

**THE CITY OF LINCOLN, NEBRASKA
AND SALINE COUNTY, NEBRASKA**

This Subaward agreement, including any addenda and attachments (collectively, "Subaward") is entered into by and between the City of Lincoln, Nebraska (City), and Saline County, Nebraska (herein after "Subrecipient").

PURPOSE. The purpose of this Subaward is to provide funding for services that meet the requirements of the Older Americans Act as amended through P.L. 116-131, enacted March 25, 2020.

1. FUNDING. This Subaward is solely funded with federal funds received by the City pursuant to a federal funds grant agreement.

2. TERM. This Subaward is in effect from March 7, 2022, through August 31, 2022.

3. TERMINATION. This Subaward may be terminated at any time upon mutual written consent, or by either party for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event of termination under this section, the Subrecipient shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided as approved by the City. The City may also terminate the Subaward to the extent otherwise provided herein.

In the event of any breach or default hereunder by the Subrecipient during the term of this Subaward in performing the terms and conditions required hereunder, then and upon the happening of such event the City shall give written notice of such breach or default within thirty days of the date of breach or default and the Subrecipient shall immediately surrender to the authorized agent(s) of the City any grant funds advanced or collected and not yet approved or expended on the date of the breach or default.

4. TOTAL SUBAWARD. The City shall pay the Subrecipient, on a reimbursable basis, a total amount not to exceed \$12,450 for the activities described In the Project Description, below. Project Budget is Attachment A.

5. PAYMENT STRUCTURE. Payment shall be structured as follows:

- a. As consistent with all applicable federal statutes, regulations, and policies, the City shall reimburse Subrecipient for its costs to perform the project described herein, as consistent with the terms set forth herein.
- b. Subrecipient shall submit requests for payment to the City on a monthly basis by the 15th of the month following the expense.
- c. Final Invoice and Spend Date. The dates for final invoicing, finalizing and spending of the funds awarded under the Subaward are set forth in Attachment B. Failure to meet these deadlines may result in City disallowing costs or taking any other available remedy, as provided herein.

6. **BUDGET CHANGES.** Subrecipient will have the discretion to transfer funds from one line item to another line item within the approved budget (see Attachment A). If funds are reassigned between line items, prior approval from the City is required for cumulative budget transfer requests for costs exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to the City. The City will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

7. **PROGRAM INCOME.** Any program income shall be handled under the addition method, as consistent with 2 CFR § 200.307 or 45 CFR § 75.307, or other applicable law.

8. **PROJECT DESCRIPTION.**

a. The subrecipient has agreed to do the following activities:

1. Purchase a laptop or desktop computer, associated hardware and software, printer/copier, and supplies for the Saline County Pop Up Senior Centers. The computer and printer is intended to meet the business needs of the pop up centers. Ownership of the equipment and responsibility for upgrades is the responsibility of Saline County. Subrecipient agrees to ensure that no HIPAA related information is recorded in the computer that is not electronically protected from theft or use by an unauthorized party. This would include the use of password protected files, storage on file disks that can be removed and safely stored on other devices

2. Purchase a projector, projection screen, microphone and speaker for use at Saline County Pop Up Senior Centers to stream online non evidence-based health promotion exercise classes to center participants, and use for other educational and recreational activities.

3. Purchase a printer/copier for the DeWitt Senior Center. The printer is intended to meet the business needs of the senior center.

4. Purchase folding chairs to replace original chairs at the DeWitt Senior Center to be used for congregate meal, social and other activities of the senior center.

5. Implement Bridging the Gap, consisting of pop up senior centers for persons whose primary language is Spanish. Refer to Attachment A1.

b. Subrecipient agrees to use granted funds only for programs that meet the requirements of the Older Americans Act, State of Nebraska regulations and statutes, and the approved Agency Area plan.

c. City has agreed to monitor that services are provided in accordance with this subaward, both programmatically and financially, and, contingent on availability of funding and satisfactory reporting, reimburse the subrecipient up to the line item amount in the budget on Attachment A.

9. **REPORTING REQUIREMENTS.** The Subrecipient agrees to do the following:

a. Request for Funds and the Monthly Financial Reports as referenced in Attachment B shall be submitted electronically by the 15th day of the following month to the Attention of: Aging Partners Accounting. August 31, 2022 is the final

day to request reimbursement. Requests submitted after August 31, 2022, will not be reimbursed by City. Subrecipient must inform City by May 31, 2022, if the full subaward amount will not be spent.

b. Train program staff or contractors related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending federal funds.

c. Institute and maintain effective internal fiscal controls that comply with guidance Issued by the Comptroller General of the United State or the Committee of Sponsoring Organizations.

d. Prepare all financial statements in accordance with Generally Accepted Accounting Principles (GAAP).

e. The Subrecipient shall immediately notify City, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, City may withhold 10% from all payments due until the noncompliance is corrected.

10. **INDEPENDENT CONTRACTOR.**

a. The City is interested only in the results produced by this Agreement. County shall perform as an independent contractor and it is expressly understood that the County and County's employees are not an employee of the City and are not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

b. County covenants that it has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. County further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by it under this Agreement.

11. **INSURANCE COVERAGE AND INDEMNIFICATION.** Subrecipient, prior to beginning the Work, agrees to City's Indemnification requirements and shall provide proof of insurance coverage in a form satisfactory to City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described in the attached INSURANCE REQUIREMENTS and the insurance clause shall be attached and incorporated herein to the Agreement.

12. **RESERVATION OF RIGHTS.** The City reserves the right to require a higher limit of insurance or additional coverages when the City determines that a higher limit or additional coverage is required to protect the City or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment.

13. **FAIR LABOR STANDARDS.** County shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Reissue Revised Statutes of 1996.

14. **FAIR EMPLOYMENT PRACTICES.** County shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms,

advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08 and Section §48-1122, Nebraska Reissue Revised Statutes of 1998.

15. **ADDENDUM A.** Subrecipient agrees to the terms provided in Addendum A as if the County is the subrecipient and the obligations outlined in Addendum A to "DHHS" is to "City of Lincoln". Subrecipient may be subject to DHHS requirements as appropriate for paragraphs in Addendum A. If there are conflicting terms between Addendum A and this Agreement, the terms in the Agreement shall control.

16. **AMENDMENT.** This Subaward may be modified only by written amendment executed by both parties. No alteration or variation of the terms of Subaward shall be valid unless made in writing and signed by the parties.

17. **ASSIGNMENT.** The Subrecipient shall not assign or transfer any interest, rights, or duties under this Subaward to any person, firm, or corporation without prior written consent of the CITY. In the absence of such written consent, any assignment or attempt to assign shall constitute material noncompliance with this Subaward.

18. **COMPLIANCE WITH CIVIL RIGHTS AND EQUAL OPPORTUNITY EMPLOYMENT LAWS.**

a. The Subrecipient shall comply with all applicable local, state, and federal law regarding civil rights, including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(d) et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.

b. Violation of the above statutes and regulations will constitute material non-compliance with the terms of this Subaward and may result in any of the Remedies for Noncompliance listed herein, or any other remedy available under law.

c. To comply with law, including but not limited to Neb. Rev. Stat. § 48-1122, Subrecipient shall insert a similar provision to the above, into all Subawards and contracts under this Subaward.

19. **CONFIDENTIALITY.**

a. Any and all confidential or proprietary information gathered in the performance of this Subaward, either independently or through THE CITY, shall be held in the strictest confidence and shall be released to no one other than THE CITY without the prior written authorization of THE CITY; provided, however, that contrary provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

b. For the purposes of this section, "confidential or proprietary information" means any information subject to any legal requirement governing its use or disclosure. This may include, but is not limited to, protected health information as defined by HIPAA.

c. Subrecipient agrees to the terms in Addendum B as if the Business Associate is the subrecipient and Covered Entity is City and DHHS.

20. **COSTS.**

a. The Subrecipient shall only pay for costs that are actual and allowable. A cost is "actual" if it is finalized and spent during the term of this Subaward. A cost is "allowable" if the cost is "necessary", "reasonable" and "allocable" to the Subaward's objectives. For the purpose of this Subaward:

i. A cost is necessary if the goods or services are needed to carry out activities of this subaward; and

ii. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost; and

iii. A cost is allocable if the goods or services involved are chargeable or assignable to the purposes and objectives of the Subaward and statute or appropriation, in accordance with relative benefits received. This is met if the cost is incurred specifically for the Subaward; if it benefits the Subaward and the other work of the Subrecipient and can be distributed in proportions that may be approximated using reasonable methods; and if it is necessary for the overall operation of the Subrecipient and is assignable in part to the Subaward in accordance with the terms set forth herein.

b. All Capital Expenditures exceeding \$5,000 must be pre-approved by THE CITY, in writing, before they are incurred. "Capital Expenditures" shall be defined as set forth in 2 CFR § 200.13. "Capital Assets," as used in 2 CFR § 200.13, shall be defined as set forth in 2 CFR § 200.12.

21. **FUNDING OF THE SUBAWARD COSTS**

a. The Subrecipient will submit to the CITY documentation that the funds were used for actual and allowable costs, and in conformance with the approved Areawide Plan.

b. The City must be notified by May 31, 2022, of funds not expected to be spent by the end of the subaward period.

22. **FUNDING AVAILABILITY.** In lieu of paragraph 17 in Addendum A, the parties agree that the CITY may terminate the Subaward, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, THE CITY may terminate the Subaward with respect to those payments for the fiscal years for which such funds are not appropriated. THE CITY shall give Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily completed as of the termination date.

23. **GOVERNING LAW.** The parties shall comply with all applicable federal, state, and local law in the performance of this Subaward.

24. **REMEDIES FOR NON-COMPLIANCE.**

- a. THE CITY may, if Subrecipient fails to comply with state or federal statutes, regulations, or the terms of the Subaward:
 - i. Require additional or more detailed reporting;
 - ii. Conduct additional project monitoring;
 - iii. Require the Subrecipient to obtain technical or management assistance;
 - iv. Establish additional prior approvals;
 - v. Temporarily withhold any payments pending the correction of the deficiency by Subrecipient;
 - vi. Disallow all or part of the cost of the activity or action not in compliance;
 - vii. Wholly or partly suspend or terminate the Subaward (see also Termination); and
 - viii. Take any other remedy that may be legally available.
- b. If THE CITY imposes items a. vi, vii, or viii above, THE CITY may withhold future payments or seek repayment to recoup costs paid by THE CITY.
- c. Subrecipient shall be liable for audit exceptions and shall return to THE CITY all payments made under Subaward for which an exception has been taken or that has been disallowed because of such an exception, upon demand from THE CITY.
- d. Nothing in this provision shall preclude the pursuit of other remedies as allowed by law.

25. **SUBSUBRECIPIENTS OR CONTRACTORS UNDER THIS SUBAWARD.**

- a. Subrecipient shall not Subaward or contract any portion of this Subaward without written notice to THE CITY (a budget attached to this Subaward or approved, in writing, by THE CITY shall be considered written notice for this section). THE CITY reserves the right to reject a Subrecipient or contractor, but such rejection shall not be arbitrary or capricious.
- b. Subrecipient shall maintain copies of all Subaward agreements, procurement contracts and documentation of its compliance with the provisions cited above.
- c. Subrecipient shall ensure that all contractors and Subrecipients comply with all requirements of this Subaward and applicable federal, state, Saline County and municipal laws, ordinances, rules, and regulations.

26. **SURVIVAL.** All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of Subaward, including

but not limited to those clauses that specifically state survival, survive the expiration or termination of this Subaward.

27. **NOTICES.** Notices shall be in writing and shall be effective upon mailing, unless otherwise specified herein, all notices, reporting requirements, and other communications concerning this Subaward shall be sent to the following individuals and addresses.

FOR THE COUNTY:

Anita Bartels
Saline County Clerk
PO Box 865
Wilber, NE 68465
402-821-2374
clerk@salinecountyne.us

FOR THE CITY OF LINCOLN:

Randall Jones
City of Lincoln dba Aging Partners
1005 O St
Lincoln, NE 68508
402-441-7070
rsjones@lincoln.ne.gov

Either party may change the individual to be noticed under this section via letter to the other party sent by U.S Mail or email.

28. **SIGNATURES.** In witness hereof, the parties do hereby execute this Agreement upon completion of signatures on:

County Signature Page
City Signature Page

County Signature Page

AGREEMENT

City of Lincoln

Saline County

EXECUTION BY SALINE COUNTY, NEBRASKA

ATTEST:

SALINE COUNTY

County Clerk

Board of Commissioners Chair

Dated

City of Lincoln Signature Page

AGREEMENT

City of Lincoln

Saline County

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Director, Aging Partners

Approved by Directorial Order No. _____

Dated

Attachment A

Budget

| | |
|---|----------------|
| Purchase a laptop or desktop computer, associated hardware and software, printer/copier, and supplies for the Saline County Pop Up senior centers | up to \$1500 |
| Purchase a projector, projection screen, speaker and microphone for use at Saline County Pop Up Senior Centers | up to \$ 450 |
| Purchase a printer/copier for the DeWitt Senior Center | up to \$ 700 |
| Purchase up to 40 folding chairs for the DeWitt Senior Center @ approximately \$40 per chair | up to \$1600 |
| Note section 20b of this subaward: All Capital Expenditures exceeding \$5,000 must be pre-approved by THE CITY, in writing, before they are incurred. | |
| Bridging the Gap | |
| Interpreter (\$20/hr * 15 hours/wk*20 weeks) | up to \$6000 |
| Rental space (\$60/day * 10 days) | up to \$ 600 |
| OAA congregate meal (\$8/meal*20 clients*10 days) | up to \$1600 |
| Total | up to \$12,450 |

Attachment A1

Bridging the Gap

Saline County Aging Services along with City of Crete propose to bridge the language gap between Hispanic Seniors in Saline County and services available to them through Saline County Aging Services (SCAS). SCAS proposes to have one or two days a month at a Community Center in Downtown Crete where SCAS, along with an interpreter would be available to assist and to provide services. Planning to begin end of April with a mailer and a one day.

The day will consist of any necessary appointments for counseling of Medicare, Social Security, Medicaid, Homestead Exemption, etc. We will offer an OAA congregate meal either made there or catered by a local restaurant along with an informative presentation. The meal's menu will be prior approved by Aging Partners. The rest of the day will consist of social and a physical activity.

Other services that are planned be offered include material distribution by way of the Feed America, our meat packages and potentially foot clinics and Tai Chi. The clients would be able to stay for the day or come and go. Transportation will be discussed in our planning stages, potentially through SCAS and/or SCAT. The servicing time would be 10:00 am to 2:00 p.m. Along with the service day, SCAS plans to provide information to them through a monthly Newsletter.

Long term goals are to grow participant numbers and possibly days depending on need and attendance. Another long-term goal is to offer this service a day in Wilber at SCAS location.

Project Summary: Saline County Aging Services will hire an interpreter for approximately 15 hours a week for \$20.00 an hour. Two days a month from 10:00 am to 2:00 pm services will be provided in the Community Center, downtown Crete, NE. An AOA congregate meal costing \$8/meal will be provided for approximately 20 people. The suggested contribution for the meal is \$6. Other services will be offered as follows:

Services Provided.

1. OAA Congregate Meals
2. Nutrition Education
3. Information and Assistance
4. Non-Evidence Based Health Promotion-Flu Shot Clinics, Health Clinics, Foot Clinics
5. Senior Center Hours
6. Material Distribution-Feed America, Meat packages and other
7. Social Activities
8. Counseling
9. Information Services
10. Caregiver Assistance
11. Transportation

Attachment B

Subaward Cost Reimbursement Request

County _____

Date _____

| Item purchased | Date purchased | Cost |
|----------------|----------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Cost | | |

This form and supporting documentation, including the county clerk report, must be submitted to Aging Partners for purchases made under the terms of this subaward by the 15th business day of month following the purchase. Counties **may not** hold all purchase documentation and submit as one reimbursement request at the end of the subaward term.

The final reimbursement request must be submitted by 8/31/2022. Requests submitted after 8/31/22 will not be reimbursed by City.

| | |
|------------------------------------|----------|
| Total subaward | \$12,450 |
| Current reimbursement amount | \$ |
| Previously submitted reimbursement | \$ |
| Remaining amount | \$ |
| | |

Printed Name _____

Signature _____

ADDENDUM A

DHHS GENERAL TERMS - SUBAWARDS

Note: This Addendum A cites the Uniform Grant Guidance, 2 CFR 200 et seq. ("UGG"), which applies to awards from the United States Department of Agriculture (USDA), the Department of Housing and Urban Development (HUD), the Department of Labor (DOL), the Environmental Protection Agency (EPA) or other federal agencies that have adopted the UGG. The United States Department of Health and Human Services (HHS) has adopted the UGG, but has implemented and recodified it at 45 CFR 75 et seq.; for awards funded by HHS, those regulations apply. 45 CFR 75 et seq., including 45 CFR 75 Subpart E ("Cost Principles"; UGG equivalent 2 CFR 200 Subpart E) shall apply to block grant awards authorized by the Omnibus Budget Reconciliation Act of 1981 ("block grant subawards") unless Nebraska statute or regulation has established provisions for the payment costs and services; otherwise, as provided herein, those block grant subawards are governed by 45 CFR 96 et seq.

Definitions: For the purposes of this Addendum, "Federal Funding Agency" means the United States federal agency providing funding for this Subaward. Unless otherwise specified herein, the definitions in 2 CFR §§200 Subpart A or 45 CFR 75.2 shall apply to all terms used herein. For DOL subawards, the definitions in 2 CFR 2900 Subpart A also apply.

1. ACCESS TO RECORDS.

- 1.1. Subrecipient shall provide access for DHHS, or its authorized representative, to any documents, papers, or other records pertinent to Subaward, in order to make audits, examinations, excerpts, and transcripts. The Subrecipient shall provide the same access to the Federal Funding Agency, the Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. These rights also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents, papers or other records. These rights are not limited to the retention periods included herein but continue as long as the records are retained by Subrecipient.
- 1.2. Subrecipient shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to Subaward, for three (3) years from the date of submission of the final expenditure report.
- 1.3. In addition to the foregoing retention periods, all records must be retained as specified in 2 CFR SS 200.333 (a) through (f) or 45 CFR SS 75.361 (a) through (f), as applicable. This includes, but is not limited to: if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 1.4. The above access to record and retention requirements apply for block grant subawards.
- 1.5. Different Retention Periods Required by Law.
 - 1.5.1. If the federal law requires a different record retention length, that shall apply. These include but are not limited to subawards with funding from the EPA and HUD, and may be more fully set forth herein.

1.5.2. As required by law, records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR S 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.

1.6. For subawards funded by HUD Emergency Solutions Grants (ESG), Subrecipient must provide citizens, public agencies, and other interested parties with reasonable access (consistent with federal, state and local laws regarding privacy and obligations of confidentiality) to records regarding any uses of ESG funds the Subrecipient received during the preceding five (5) years.

Source: 2 CFR SS 200.333 through *337; 45 CFR SS 75.361 through 75.364; 45 CFR S 160 and S 164, including S 164.316; 24 CFR S 576.500, Other statutes and regulations may apply.

2. ACKNOWLEDGEMENT OF FUNDING.

2.1. If Subaward involves funds from HHS, the following applies: Subrecipient must acknowledge federal and DHHS funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal and DHHS funds. Subrecipient is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal and DHHS funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

2.2. If this Subaward involves funds from USDA, Subrecipient shall comply with 2 CFR S 4152, and shall acknowledge USDA and DHHS support of any audiovisual or publication, as set forth in said regulation.

2.3. Subrecipient shall comply with any other requirement regarding publications contained herein, with the applicable Federal Notice of Award, and with law.

Source: Departments of Labor, HHS, and Education and Related Agencies Appropriations Bill; 2 CFR S 415.2.

3. AUDIT AND ACCOUNTING RESPONSIBILITIES.

3.1. The Subrecipient shall comply with all applicable federal audit requirements, including but not limited to those in 2 CFR S 200 Subpart F or 45 CFR S 75 Subpart F; an audit required by these regulations must be prepared and issued by an independent auditor in accordance with generally accepted government auditing standards. A copy of the audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

3.2. Subrecipient shall comply with 2 CFR 200.508 through 200.512 or 45 CFR 75.508 through 75.512, as applicable, including but not limited to: (a) procure or otherwise arrange for the audit required by this part in accordance with S 200.509 (S 75.509), and ensure it is properly performed and submitted when

due in accordance with S 200.512 (S 75.512); (b) prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with S 200.510 (S 75.510); (c) promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with S 200.511 (S 75.511); (d) provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by law.

- 3.3. In addition to, and in no way in limitation of any obligation in this Subaward, Subrecipient shall be liable for audit exceptions, and shall return to DHHS all payments made under this Subaward for which an exception has been taken or that has been disallowed because of such an exception, upon demand from DHHS.
- 3.4. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves the right to require Subrecipient to submit required financial reports on the accrual basis of accounting. If Subrecipient's records are not normally kept on the accrual basis, Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

Source: 31 U.S.C. SS 7501 et seq.; 2 CFR 200 Subpart F; 45 CFR SS 75 Subpart F.

4. AMENDMENT. This Subaward may be modified only by written amendment executed by both parties. No alteration or variation of the terms of Subaward shall be valid unless made in writing and signed by the parties. Notwithstanding the above, DHHS may add additional funding as specifically set forth in the paragraph entitled "Award of Additional Funding" in the Subaward.
5. ASSIGNMENT. The Subrecipient shall not assign or transfer any interest, rights, or duties under this Subaward to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute material noncompliance with Subaward.
6. CLOSEOUT AND POST-CLOSEOUT.
 - 6.1. Closeout. The following closeout procedures apply to this Subaward at the end of each Period of Performance:
 - 6.1.1. Subrecipient shall follow all invoicing and liquidation requirements contained in the Subaward.
 - 6.1.2. Consistent with the terms of the federal award, and after all reports are received, DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
 - 6.1.3. DHHS shall make prompt payments, as consistent with the terms set forth herein, for all actual and allowable costs under the terms of this Subaward.
 - 6.1.4. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
 - 6.2. Post-Closeout Adjustments and Continuing Responsibilities. The closeout of the Subaward does not affect any of the following:

- 6.2.1. The right of DHHS to disallow costs and recover funds on the basis of a later audit or other review. DHHS shall make any cost disallowance determination and notify Subrecipient within the record retention period.
- 6.2.2. The obligation of Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
- 6.2.3. Audit requirements in 2 CFR S 200 Subpart F or 45 CFR S 75 Subpart F.
- 6.2.4. As applicable, property management and disposition requirements in 2 CFR SS 200.310 through 200.316 or 45 CFR SS 75.317 through 75.323.
- 6.2.5. Records retention as required Section 1 of this Addendum,
- 6.3. After closeout of the federal award, a relationship created under the federal award may be modified or ended in whole or in part with the consent of DHHS and the Subrecipient, provided the responsibilities of the Subrecipient referred to above, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Subrecipient, as appropriate.
- 6.4. At the end of the latest running Period of Performance identified in Attachment 1, Subrecipient shall assist and cooperate in the orderly transition and transfer of Subaward activities and operations with the objective of preventing disruption of services, if necessary.

Source: 2 CFR S 200.331 or 45 CFR S 75.352(a)(6); 2 CFR S 200.343 or 45 CFR S 75.386; 45 CFR S 75.309; 2 CFR S 200.344 or 45 CFR S 75.386.

7. COMPLIANCE WITH CIVIL RIGHTS AND EQUAL OPPORTUNITY EMPLOYMENT LAW.

- 7.1. The Subrecipient shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. SS 2000(d) et seq.; the Rehabilitation Act of 1973, 29 U.S.C. SS 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. SS 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. SS 621 et seq., the Age Discrimination Act of 1975, 42 U.S.C. SS 6101 et seq; and the Nebraska Fair Employment Practice Act, Neb. Rev. stat. 48-1101 to 48-1125.
- 7.2. Subrecipient, by execution of Subaward, also understands and acknowledges this Subaward is subject to the following regulations regarding nondiscrimination: 45 CFR SS 75 et seq. and 45 CFR SS 80 et seq. (nondiscrimination under programs receiving or benefitting from assistance through HHS); 45 CFR SS 84 et seq. (nondiscrimination on the basis of handicap in programs and activities receiving or benefitting from federal financial assistance); 45 CFR SS 85 et seq. (nondiscrimination on the basis of handicap in HHS programs or activities receiving federal financial assistance); 45 CFR SS 86 et seq. (nondiscrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance); 45 CFR SS 87 et seq. (Equal Treatment for Faith-Based

Organizations); and 45 CFR SS 91 et seq. (nondiscrimination on the basis of age in HHS programs or activities receiving federal financial assistance).

- 7.3. Violation of the above statutes and regulations will constitute material non-compliance with the terms of this Subaward and may result in any of the Remedies for Noncompliance listed herein, or any other remedy available under law.
- 7.4. To comply with law, including but not limited to Neb. Rev. Stat. S 48-1122, Subrecipient shall insert a similar provision to .1, above, into all subawards and contracts under this Subaward.

Source: Statutes and regulations cited above.

8. CONFIDENTIALITY.

- 8.1. Any and all confidential or proprietary information gathered in the performance of this Subaward, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS; provided, however, that contrary provisions in this Subaward shall be deemed to be authorized exceptions to this general confidentiality provision.
- 8.2. If this Subaward involves HUD ESG funds, the Subrecipient shall develop and implement written procedures to ensure:
 - 8.2.1. All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local Homeless Management Information System) of any individual or family who applies for and/or receives DHHS assistance will be kept secure and confidential;
 - 8.2.2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Subaward shall not be made public, except with written authorization of the person responsible for the operation of the shelter; and
 - 8.2.3. The address or location of any housing of a program participant shall not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
 - 8.2.4. The confidentiality procedures of Subrecipient shall be in writing and must be maintained in accordance with this section.
- 8.3. For the purposes of this section, "confidential or proprietary information" means any information subject to any legal restriction governing its use or disclosure. This may include, but is not limited to, protected health information as defined by HIPAA.

Source: Various statutes as may apply to the particular information being gathered, including but not limited to HIPAA; 24 CFR S 576.500.

9. CONFLICTS OF INTEREST.

- 9.1. . In the performance of this Subaward, Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. Subrecipient shall not acquire an interest either directly or indirectly that will conflict in any manner or degree with performance, and shall immediately notify DHHS in writing of any such instances encountered.

- 9.2. If this Subaward involves funds from HHS, Subrecipient must be in accordance with applicable HHS awarding agency (the organization or component of HHS authorized to make and administer awards) policy. Current policies may be found online.
- 9.3. If this Subaward involves funds from the USDA, Subrecipient must maintain written standards of conduct covering conflict of interest and governing the performance of its employees in the selection, award and administration of federal awards, as consistent with 2 CFR S 400.2(b)(1) and (2).
- 9.4. If this Subaward involves funds from the EPA, Subrecipient shall comply with subsection 1, above, as consistent with the EPRs Final Financial Assistance Conflict of Interest Policy, currently available online at: <https://www.epa.gov/rants/eas-final-financial-assistance-conflictinterest-policy>.
- 9.5. If this Subaward involves ESG funds from HUD, Subrecipient must also follow 24 CFR S 576.404, as applicable.

Source: 2 CFR S 200,112 or 45 CFR S 75.112; 2 CFR S 400.2.

10. COSTS.

- 10.1. Under this Subaward, DHHS shall only pay for actual and allowable costs (as defined in this section) incurred during the Period of Performance.
 - 10.1 .1 .To be allowable, all costs must be:
 - Necessary for the performance of the subaward activities;
 - Reasonable, as provided in 2 CFR S 200.404 or 45 CFR S 75.404;
 - Allocable to the federal award, as provided in 2 CFR S 200.405 or 45 CFR S 75.405;
 - Consistent with all other requirements of the Cost Principles; and
 - Consistent with all other law, regulation, policy, or other requirements applicable to the state or federal funds involved.
 - 10.1 .2. To be actual, all costs must be finalized and spent by the appropriate dates set forth in Close and Post Close-Out, Attachments, and as otherwise set forth herein.
- 10.2. For HUD subawards, all costs must also meet the requirements of 24 CFR SS 570 et seq., 24 CFR SS 574 et seq., and 24 CFR SS 576 et seq., as applicable.
- 10.3. For DOL subawards, all costs must also meet the requirements of 2 CFR SS 2900 Subpart E.
- 10.4. If anything in any budget attached to this Subaward conflicts with the regulations cited herein, or with any applicable law or the federal Notice of Award, the regulations, and law and federal Notice of Award, shall govern.
- 10.5. If this Subaward is a block grant award, and if there are not existing statute or regulations governing the manner and method of payment of the particular costs or services, DHHS will apply the requirements in .1 of this section, above, to determine whether the costs shall be paid. Said costs must also be consistent with the requirements for the particular block grant in 45 CFR SS 96 et seq.
- 10.6. If this Subaward involves both federal and state funds, any requirements applicable to the federal funds shall also be applied to the state funds.

Source: Regulations cited in this section,

11. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.

11.1. Data Except as may be otherwise provided in the Federal Notice of Award, DHHS shall own all rights in data resulting from this Subaward. The Federal Funding Agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under this Subaward, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

11.2. Copyright. As consistent with federal law, Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the Scope of Work under Subaward without written consent from DHHS. DHHS and any Federal Funding Agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrightable material for federal or state government purposes.

11.3. Patent. All patent rights under this Subaward shall be as set forth in the clause contained in 37 C.F.R. S 401.14, and consistent with all other applicable federal law.

11.4. This section shall survive termination or expiration of this Subaward.

Source: Various statutes depending on information; 2 CFR S 200.315 or 45 CFR S 75.322; HHS Grants Policy Statement; 37 CFR SS 401 et seq.; Federal Notices of Award (as applicable).

12. DEBARMENT SUSPENSION OR DECLARED INELIGIBLE. The Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. The Subrecipient certifies that it is registered with the System of Award Management (SAM) (<https://www.sam.gov>), in good standing, and that the entity will maintain annual certification in accordance with Federal Acquisition Regulations. Failure to comply with this section, including maintaining an active registration and/or good standing with SAM, may result in withholding of payments or immediate termination of the Subaward.

Source: 2 CFR S 200.213 or 45 CFR S 75.213; 2 CFR SS 180 et seq.; 2 CFR SS 25 et seq.

13. DOCUMENTS INCORPORATED BY REFERENCE. All references in this Subaward to laws, rules, regulations, guidelines, directives, addenda, and attachments, which set forth standards or procedures to be followed by Subrecipient in discharging its obligations under Subaward, shall be deemed incorporated by reference and made a part of Subaward with the same force and effect as if set forth in full text herein,

14. DRUG-FREE WORKPLACE. Subrecipient certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Subrecipient shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.

Source: State of Nebraska Drug-Free Workplace Policy.

15. FEDERAL FINANCIAL ASSISTANCE / FAITH-BASED ACTIVITIES.

15.1. Federal Financial Assistance. Subrecipient shall comply with all applicable provisions of 45 C.F.R. SS 87.1-87.2. The Subrecipient certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, or proselytization. This provision, however, does not apply to subawards listed in 45 CFR S 87.2, or to subawards funded with HUD funds.

15.2. Faith-Based Activities. If this Subaward involves HUD funds, and as per 24 CFR S 576.406 or 24 CFR S 574.300(c), as applicable, the Subrecipient shall comply with the requirements found in 24 CFR S 5.109 for full participation by Faith-Based and Community Organizations. These requirements may be more fully set forth herein.

Source: 45 C.F.R. SS 87.1-87.2; 24 CFR S 576.406; 24 CFR S 574.300(c).

16. **FORCE MAJEURE.** Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under Subaward due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute noncompliance with Subaward. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under Subaward which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume the work described in the Project Description as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend any requirements under Subaward.

17. **FUNDING AVAILABILITY.** DHHS may terminate the Subaward, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give Subrecipient written notice thirty (30) days prior to the effective date of any termination under this section. DHHS shall give full credit to Subrecipient for noncancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination date. If the amount contained in any attached budget is greater than the amount contained in Attachment 1, that additional amount does not represent a guarantee of additional funding. Budgets attached to this Subaward may be based on total amount of expected funding, not actually available funding awarded to DHHS from the Federal Funding Agency. Any attached budget only represents a guarantee of the amount of funding included in Attachment 1..

18. GOVERNING LAW.

18.1. Notwithstanding any other provision of Subaward, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and DHHS' authority to subaward is therefore subject to limitation by the State's Constitution, statutes, common law and regulation; (2) Subaward will be

interpreted and enforced under the laws of the State of Nebraska, except where preempted by federal law; (3) any action to enforce the provisions of Subaward must be consistent with federal and state law; (4) the person signing Subaward on behalf of DHHS does not have the authority to waive the States sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final agreement, if any, are entered into subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms of the final Subaward, including but not limited to any clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final agreement are entered into specifically subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity.

18.2. The parties shall comply with all applicable federal, state, and local law in the performance of Subaward, and with all terms and conditions established by the Federal Funding Agency in the applicable Terms and Conditions or Federal Notice of Award, and in the HHS Grants Policy Statement, if this is applicable and the Subaward involves HHS funds. Legal obligations required hereunder include, but are not limited to: 2 CFR SS 200 et seq. or 45 CFR SS 75 et seq., all statutes and regulations specific to the funds involved, and all applicable confidentiality and privacy statutes and regulations, current and as amended, including but not limited to HIPAA.

19. HUMAN TRAFFICKING PROVISIONS. Subrecipient shall comply with and be subject to the requirements of the Trafficking Victims Protection Act of 2000, 22 USC SS 7101 et seq.

19.1. The Subrecipient, its employees, any subrecipients the Subrecipient may award under this award, and subrecipients' employees may not—

19.1.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

19.1.2. Procure a commercial sex act during the period of time that the award is in effect; or

19.1.3. Use forced labor in the performance of the Subaward.

Source: 22 USC SS 7101 et seq.

20. INDEMNIFICATION.

20.1. The Subrecipient shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Subrecipient, its employees, consultants, representatives, and agents, except to the extent such Subrecipient's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.

20.2. DHHS' liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its subrecipients.

20.3. Notwithstanding the above, if Subrecipient is a local governmental agency or political subdivision of the State of Nebraska, nothing in Subaward shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of Subaward. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.

21. INDEPENDENT ENTITY. Subrecipient is an independent entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Subrecipient shall employ and direct such personnel as it requires to perform the project activities under the Subaward, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer completing work as contemplated by this Subaward.

22. INTEGRATION. This written Subaward represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Subaward.

23. LOBBYING.

23.1. No federal or state funds paid under this Subaward shall be paid for any lobbying costs as set forth herein.

23.2. Lobbying Prohibited by 31 U.S.C. 1352 and 45 CFR 93 et seq., and Required Disclosures.

23.2.1. Subrecipient certifies that no federal or state appropriated funds shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for:

(a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

23.2.2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Subaward, Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

23.3. Lobbying Activities Prohibited under Federal Appropriations Bills.

23.3.1. No funds under Subaward shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

23.3.2. No funds under this Subaward shall be used to pay the salary or expenses of any grant or subaward recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

23.3.3. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

23.4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 2 CFR S 200.450(b) or 45 CFR S 75.450(b). If Subrecipient is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 2 CFR S 200.450(c) or 45 CFR S 75.450(c).

Source: 31 U.S.C. S 1352; 45 CFR 93 et seq.; Appropriations bills; 2 CFR S 200.450 or 45 CFR S 75.450.

24. MANDATORY DISCLOSURES. The Subrecipient must disclose to DHHS, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Subaward in accordance with 2 CFR S 200.113 or 45 CFR S 75.113, as applicable. Failure to make required disclosures can result in any of the remedies described in 2 CFR S 200.338 or 45 CFR S 75,371, as applicable, including suspension or debarment. (See also 2 CFR S 180 et seq. and 31 U.S.C. s 3321).

Source: 2 CFR S 200.113 or 45 CFR S 75.113.

25. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Subrecipient acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Subrecipient who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six

months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services. The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident individuals Form W-4NA or its successor. The form is available at:
http://www.revenue.nebraska.gov/tax/current/fill-in/f_w4na.pdf

26. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Subrecipient shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products or services provided under the Subaward comply with the applicable standards. In the event such standards change during Subrecipient's performance, DHHS may create an amendment to the Subaward to request that Subrecipient comply with the changed standard at a cost mutually acceptable to the parties. This section shall apply only if, under Neb. Rev. Stat. S 73-205, this Subaward involves the expenditure of state funds in the purchase of information technology or an automated information system.

27. NEW EMPLOYEE WORK ELIGIBILITY STATUS.

27.1. The Subrecipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing project activities 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. S 1324(a), 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.

27.2. If Subrecipient is an individual or sole proprietorship, the following applies:

27.2.1. The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

27.2.2. If Subrecipient indicates on such attestation form that he or she is a qualified alien, Subrecipient agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Subrecipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

27.2.3. The Subrecipient understands and agrees that lawful presence in the United States is required and Subrecipient may be disqualified or the Subaward terminated if such lawful presence cannot be verified as required by Neb, Rev. Stat. S 4-108.

Source: Neb. Rev. Stat. S 4-108 et seq.

28. NOTICE OF STATE-DESIGNATED CLUSTER OF PROGRAMS. Pursuant to 2 CFR S 200.331 or 45 CFR S 75.352, this provision provides notice that DHHS has designated the Public Health Emergency Preparedness / Hospital Preparedness

Program grants (CFDAs 93.069 and 93.889, under 93.074) as a Cluster of programs. For auditing purposes, and as set forth in 2 CFR S 200.518 or 45 CFR S 75.518, a Cluster of programs must be considered as one program for Major program determinations.

Source: 2 CFR S 200.17 or 45 CFR S 75.2.

29. ORDER OF PREFERENCE.

- 29.1. Unless otherwise specifically stated in an amendment to this Subaward, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:
1. Amendments to the Subaward with the most recently dated amendment having highest priority,
 2. The Subaward, excluding any attachments, with the following addenda in order of preference: DHHS General Terms — Subawards; DHHS HIPAA Business Associate Agreement Provisions — Subawards (if included); DHHS Insurance Requirements — Subawards (if included).
 3. Attachment 1.
 4. All other attachments to this Subaward.
- 29.2. These documents constitute the entirety of the Subaward. Any ambiguity or conflict in the Subaward discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of interpretation as established in the State of Nebraska, unless other rules are set forth according to federal law.

30. PAYMENT AND PAYMENT REQUESTS.

- 30.1. Payment. Unless otherwise provided herein, and if payment is being made by reimbursement, DHHS will make payment to the Subrecipient within 30 days of receipt of Subrecipient's payment request, unless the request is improper or contains deficiencies, Payments may be withheld as set forth in 2 CFR S 200.305(a)(6) or 45 CFR S 75.305(a)(6), as otherwise provided herein, or according to other applicable law.
- 30.2. Payment Requests. All requests for payments submitted by Subrecipient shall contain sufficient detail to support payment. Subrecipient must be able to provide source documentation or other verification of all claimed costs, either provided with its request for payment, or available to DHHS.
- 30.3. ACH. The Subrecipient shall complete and sign the State of Nebraska Automated Clearing House (ACH) Enrollment Form and obtain the necessary information and signatures from its financial institution. The completed form must be submitted before payments to Subrecipient can be made.

ACH Form: [http://www.das.state.ne.us/accounting/nis/address book info.htm](http://www.das.state.ne.us/accounting/nis/address%20book%20info.htm)

Source: Neb. Rev. stat. 81-2401 through 81-2408; 2 CFR S 200.302 or 45 CFR S 75.302.

31. PUBLIC COUNSEL. In the event Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this award, Subrecipient shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. SS 81-8,240 through 81-8,254 with respect to the project activities under Subaward. This clause

shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

Source: Neb. Rev. Stat. S 73-401.

32. REMEDIES FOR NON-COMPLIANCE.

32.1. DHHS may, if Subrecipient fails to comply with federal statutes, regulations, or with the terms of the Subaward:

32.1.1. Impose any of the Specific Conditions listed in 2 CFR S 200.207 or 45 CFR S 75.207;

32.1.2. Temporarily withhold any payments pending the correction of the deficiency by Subrecipient;

32.1.3. Disallow all or part of the cost of the activity or action not in compliance;

32.1.4. Wholly or partly suspend or terminate Subaward (see also Termination, below);

32.1.5. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and

32.1.6. Take any other remedies that may be legally available.

32.2. If DHHS imposes items .3, .4, or .6, above, DHHS may withhold future payments or seek repayment to recoup costs paid by DHHS.

32.3. If DHHS has determined, in its sole discretion, that this Subaward is also a contract for services as defined in Chapter 73 of the Nebraska Revised Statutes, the following provisions apply:

32.3.1. Corrective Action Plan. If Subrecipient fails to meet the Scope of Work as set forth in the Subaward, DHHS may require Subrecipient to complete a Corrective Action Plan (hereinafter "CAP").

32.3.1.1. DHHS shall set a deadline for the CAP to be provided to DHHS, but shall provide Subrecipient reasonable notice of said deadline. In its notice, DHHS shall identify each issue to be resolved.

32.3.1.2. The CAP will include, but is not limited to, a written response noting the steps being taken by Subrecipient to resolve each issue(s), including a date that the issue(s) will be resolved.

32.3.1.3. If Subrecipient fails to provide a CAP by the deadline set by DHHS, fails to provide DHHS with a CAP demonstrating the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), DHHS may withhold payments (for the work or deliverables) related to the issues identified by DHHS, or exercise any other remedy set forth in this Subaward or available under law,

32.3.2. Breach of Subaward. DHHS may terminate the Subaward, in whole or in part, if Subrecipient fails to perform its obligations under the Subaward in a timely and proper manner. DHHS may, by providing a written notice to Subrecipient, allow Subrecipient to cure a breach within a period of thirty (30) days or longer at DHHS's discretion, considering the gravity and nature of the breach. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of

delivery. Allowing Subrecipient time to cure a breach does not waive DHHS's right to immediately terminate the Subaward for the same or different breach at a different time.

32.3.2.1. DHHS' failure to make payment shall not be a breach, and the Subrecipient shall retain all available statutory remedies and protections.

32.4. Nothing in this section shall preclude the pursuit of other remedies as allowed by law.

Source: 2 CFR S 200.338 or 45 CFR S 75.371.

33. RESEARCH. The Subrecipient shall not engage in research utilizing the information obtained through the performance of Subaward without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this Subaward.

Source: Various privacy statutes, rules and regulations depending on information; DHHS Research Policy.

34. SEVERABILITY. If any term or condition of Subaward is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if Subaward did not contain the particular provision held to be invalid.

35. SMOKE FREE. Public Law 103-227, also known as the Pro-Children Act of 1994 ("Act"), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Subaward, Subrecipient certifies that Subrecipient will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

Source: Public Law 103-227.

36. SUBRECIPIENTS OR CONTRACTORS UNDER THIS SUBAWARD.

36.1. Subrecipient shall not subaward nor contract any portion of Subaward without written notice to DHHS (a budget attached to this Subaward or approved, in writing, by DHHS shall be considered written notice for this section). DHHS

reserves the right to reject a subrecipient or contractor, but such rejection shall not be arbitrary or capricious.

- 36.2. In contracting or subawarding any portions of Subaward, Subrecipient shall follow 2 CFR SS 200.318 through 200.326 or 45 CFR SS 75.327 through 75.335, as applicable. If subawarding out any portion of Subaward, Subrecipient shall monitor the subaward as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. As applicable, Subrecipient shall follow the requirements for pass-through entities, including but not limited to 2 CFR S 200.331 or 45 CFR S 75.352.
- 36.3. Subrecipient shall maintain copies of all procurement contracts and documentation of its compliance with the provisions cited above.
- 36.4. Subrecipient shall ensure that all contractors and subrecipients comply with all requirements of this Subaward and applicable federal, state, county and municipal laws, ordinances, rules, and regulations.

Source: 2 CFR 200.318 through 200.326 or 45 CFR SS 75.327 through 75.335; 2 CFR S 200.331 or 45 CFR S 75.352.

37. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of Subaward, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this Subaward.

38. TERMINATION.

- 38.1. This Subaward may be terminated in whole or in part as follows:
 - 38.1.1. DHHS may terminate the Subaward if the Subrecipient fails to comply with the terms of this Subaward; for cause; or as otherwise set forth in Addendum A, applicable law, or the Subaward.
 - 38.1.2. The Subrecipient may terminate the Subaward upon sending written notification to DHHS setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if DHHS determines in the case of partial termination that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Federal award was made, DHHS may terminate the Subaward in its entirety. In either case, the effective date shall be as provided by the Subrecipient and as consistent with the period set forth in the Subaward.
 - 38.1.3. DHHS and the Subrecipient may agree to terminate this Subaward; however, the two parties must agree, in writing, upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.
- 38.2. All notices of termination must be consistent with 2 CFR S 200.339 or 45 CFR S 75.372 and shall provide a notice period and effective date as set forth in this Subaward.
- 38.3. In addition to the procedures set forth in Close-Out and Post Close-Out, above (if applicable), if this Subaward is terminated by Subrecipient, or by DHHS for any reason including but not limited to Remedies for Noncompliance, the Subrecipient shall not incur new obligations after the

notice of termination of the Subaward, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Subrecipient for the federal share of noncancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination date.

Source: 2 CFR S 200.339 or 45 CFR S 75.372.

39. WHISTLEBLOWER PROTECTIONS. The Subrecipient shall comply with the provisions of 41 U.S.C. S 4712, which states an employee of a contractor, subcontractor, grantee, or subrecipient may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

39.1. The Subrecipient's employees are encouraged to report fraud, waste, and abuse. The Subrecipient shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

39.2. The Subrecipient shall include this requirement in any agreement made with a subcontractor or subrecipient.

Source: 41 U.S.C. S 4712

ADDENDUM B

DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS SUBAWARDS

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR S 160.103, and in reference to the party in this subaward, shall mean Subrecipient.
2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR S 160.103, and in reference to the party to this subaward, shall mean DHHS.
3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. SECURITY INCIDENT. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
5. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Unsecured Protected Health Information, and Use. The term Subrecipient shall have the meaning set forth in 2 CFR S 200.93 / 45 CFR S 75.2. Contractor as used herein shall mean the same as the term Subcontractor in the HIPAA Rules.
6. THE SUBRECIPIENT shall do the following:
 - 6.1 . Not use or disclose Protected Health Information other than as permitted or required by this subaward or as required by law. Subrecipient may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this subaward. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
 - 6.2 Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this subaward and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 6.3 To the extent Subrecipient is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Subrecipient may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - 6.4 In accordance with 45 CFR SS 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and contractors that create, receive, maintain, or transmit

Protected Health Information received from DHHS, or created by or received from the Subrecipient on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Subrecipient with respect to such information.

- 6.5 Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Subrecipient of any instances of which it is aware that the confidentiality of the information has been breached.
- 6.6 Subrecipient shall maintain and make available within fifteen (15) days in a commonly used electronic format:
 - 6.6.1. Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR S 164.524;
 - 6.6.2. Any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR S 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR S 164.526;
 - 6.6.3. The information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR S 164.528.
- 6.7 Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Subrecipient on behalf of the DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA rules. Subrecipient shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
- 6.8 Report to DHHS within fifteen (15) days of which the Subrecipient becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of this subaward, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Subrecipient shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this subaward through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Subrecipient shall be responsible for all breach notifications in accordance with HIPAA rules and regulations and all costs associated with security incident investigations and breach notification procedures.
- 6.9 Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Subrecipient, its officers, directors, agents or subcontractors to comply with the terms of this Subaward or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA rules caused by Subrecipient, its officers, directors, agents or subcontractors. Additionally, Subrecipient shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Subrecipient, its officers, directors, agents or subcontractors to comply with the terms of this Subaward.

7. TERMINATION.

- 7.1 DHHS may immediately terminate this subaward and any and all associated subawards if DHHS determines that the Subrecipient has violated a material term of this subaward.
- 7.2 Within thirty (30) days of expiration or termination of this subaward, or as agreed, unless Subrecipient requests and DHHS authorizes a longer period of time, Subrecipient shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Subrecipient on behalf of DHHS) that Subrecipient still maintains in any form and retain no copies of such Protected Health Information. Subrecipient shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Subrecipient shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this subaward shall survive with respect to such Protected Health Information.
- 7.3 The obligations of the Subrecipient under the Termination Section shall survive the termination of this subaward.

Insurance Requirements

Submission date: **1 March 2022,**
11:57AM
Receipt number: **215**
Related form version: **15**

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **“Agreement”** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **“City”** shall mean the City of Lincoln, NE.
- **“COI”** shall mean a Certificate of Insurance.
- **“Contractor”** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **“County”** shall mean the County of Lancaster, Nebraska.
- **“Owner(s)”** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **“PBC”** shall mean the Lincoln-Lancaster County Public Building Commission.
- **“Site”** shall mean the location the Work is being completed and/or delivered to.
- **“WHJPA”** shall mean the West Haymarket Joint Public Agency.
- **“Work”** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to
the following:

City

PROVISIONS:

3. Commercial General Liability
5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

City of Lincoln

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

Umbrella or Excess Liability: The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than "A-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.



March 21, 2022

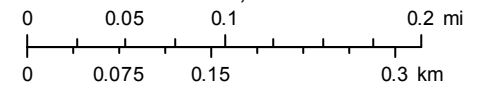
DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:6,165

Saline County Zoning

- AG-G
- AG-T

- Municipal Zoning Jurisdiction
- Parcels
- Sections
- RCI
- WPO



Improving Nebraska's Rural Broadband Thru Public / Private Partnerships

MARCH 2022



Nebraska Public Power District

Always there when you need us

Why Should the Public Sector Get Involved?

- **Broadband is vital for rural Nebraska**
 - Connectivity for utility & governmental operations
 - Precision agriculture
 - Business growth
 - Education
 - Medical services
 - Keeping rural Nebraska's best and brightest youth in rural Nebraska
- **Very similar to economic development – a role public entities have played for many years**

How Do We Get There?

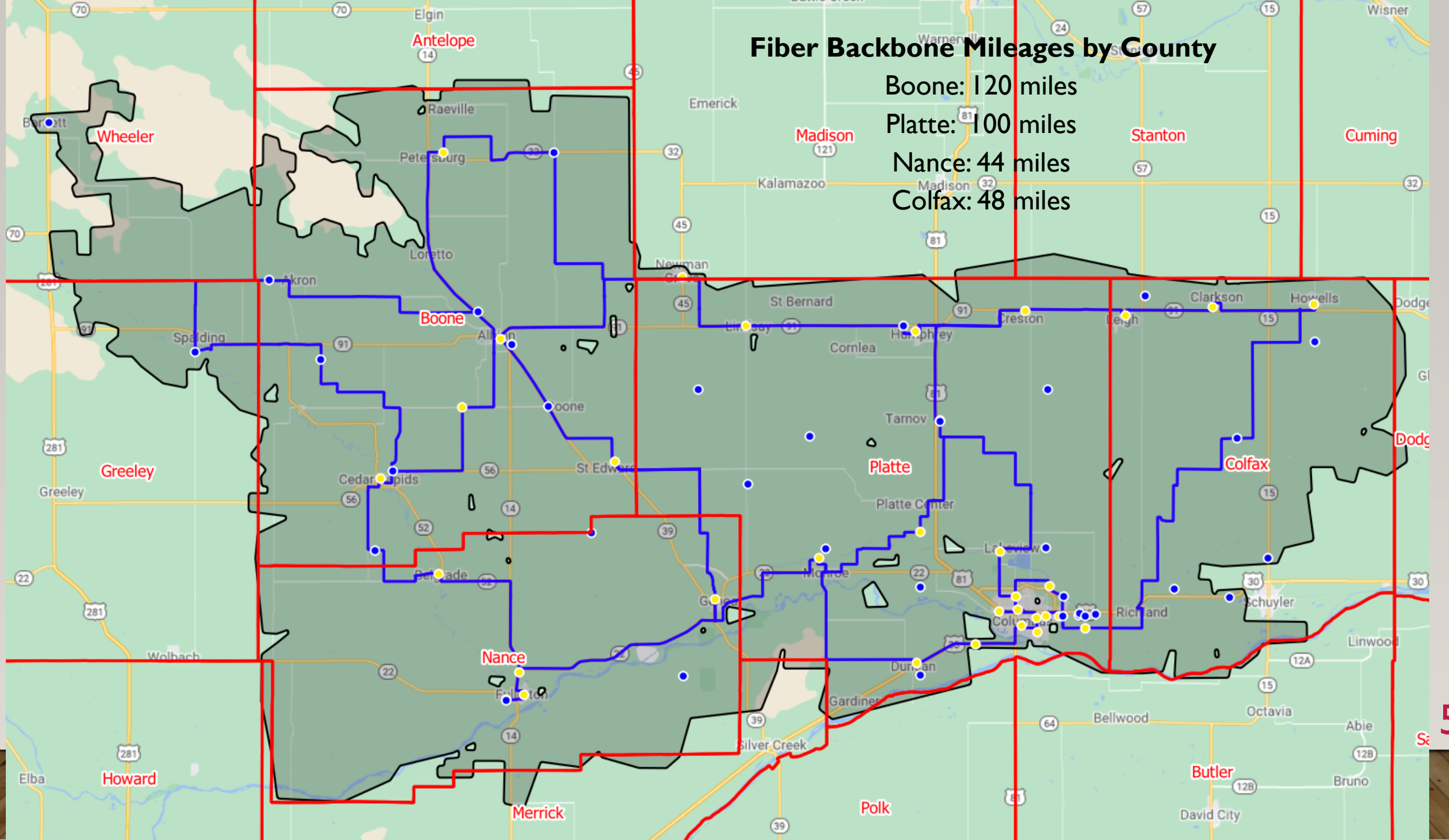
1. Design a network to specifically serve the needs of rural Nebraska, its residents and public partners
2. Pursue federal & state funding opportunities to help finance the construction of the network
3. Identify private partners to undertake the actual operation of the network and sale of broadband service

Who Can Design a Network?

- NRTC - Founded in 1986 by electric cooperatives, the National Rural Electric Cooperative Association (NRECA), and the National Rural Utilities Cooperative Finance Corporation (CFC)
- Serves more than 1,500 rural utilities and affiliates in 48 states
- NPPD cost-sharing NRTC feasibility studies at the 50% level for wholesale power districts and municipalities

Fiber Backbone Mileages by County

- Boone: 120 miles
- Platte: 100 miles
- Nance: 44 miles
- Colfax: 48 miles



What About Funding?

- State of Nebraska LB388 funding - \$20M/year for 2021 and 2022
- USDA ReConnect Program - \$1B for rural broadband, applications due 2/22/22
- Federal infrastructure bill - \$65B for rural broadband and 5G connectivity, details TBD
- Many other programs – developing a strategic plan to evaluate

What About Legal/Technical/Business Support?

- NPPD has retained the service of Universal Broadband Consulting
 - Loel Brooks – long-practicing telecommunications attorney
 - David Young – former CIO for City of Lincoln
- Offering UBC's services to wholesale power districts and municipalities on a 50% cost share basis

Memorandum of Understanding

- Currently used between public power districts and counties
- Determination what the structure for ownership, construction & operation/maintenance could look like
- Collaboration to secure funding
- Seeking out and evaluating potential Private Providers

Funding Resolution Template

- Available to public entities who wish to make a conditional commitment to helping fund broadband infrastructure
- Being prepared by UBC
- Should be available for review in the next 1-2 weeks

South Central PPD/Glenwood Telecommunications

- LB388 (Nebraska Broadband Bridge Act) grant application submitted - **DENIED**
- Currently evaluating cost of installing backbone
- South Central also participating in NRTC study to quantify the value of a broadband backbone to their electric customers

Loup PPD, Platte, Boone, Colfax & Nance Counties

- Formally entered into a Memorandum of Understanding (MOU) – funding and private partner search
- NRTC feasibility study previously completed for Loup's territory
- May result in a Request for Proposal (RFI) seeking a private partner
- Will also be looking at funding opportunities (ARPA, Broadband Bridge, federal infrastructure, et al)

Seven Siblings

- **Seven political subdivisions formally executed a Memorandum of Understanding (MOU) – funding and private partner search**
 - ✓ York County
 - ✓ Perennial Public Power District
 - ✓ NPPD Retail Division
 - ✓ Polk County
 - ✓ Polk County Rural Public Power District
 - ✓ City of Stromsburg
 - ✓ Butler County Rural Public Power District
- **Reviewing feasibility study results w/Siblings on Friday, 3/18**

Aftermath of PSC Broadband Bridge Awards

Legislation

- **LB1101 (Bostelman) - Change grant application, scoring, and challenge procedure provisions under the Nebraska Broadband Bridge Act**
- **Absolute need to compel PSC to consider real-world speed test data in making grant awards**
 - ✓ Challenging incumbents must “prove-up” by providing actual speed tests for their customers
 - ✓ Grant applications proposing to serve areas outside cities and towns should be given greater weight
 - ✓ Grand applications from public/private partnerships should be given greater weight

QUESTIONS?

**PUBLIC ENTITIES
MEMORANDUM OF UNDERSTANDING
FOR
BROADBAND INFRASTRUCTURE DEVELOPMENT**

This Memorandum of Understanding is entered into on April _____. 2022, by and among the undersigned Village/City/County (“**Governing Body**”), Public Power Provider, a public corporation and political subdivision of the State of Nebraska (“**Public Power Provider**”), and the Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (“**NPPD**”) (each a “**Partner**” and collectively, the “**Partners**”) with regard to cooperation in seeking and utilizing local, state, and federal funding for the deployment of Broadband¹ infrastructure in the service area(s) described below (the “**Project Area(s)**”) (collectively, the “**Project**”).

RECITALS

A. The Partners hereby acknowledge and endorse the following principles regarding access to reliable and affordable, “Broadband”:

1. Broadband access is critical to attracting and retaining a vital and talented workforce in Nebraska.
2. Broadband access is critical to the success of the Nebraska agricultural industry and other industries competing in the global marketplace.
3. Public Power Provider(s), and NPPD, recognize that Broadband access is critical to grid modernization and optimization.
4. Governing Bodies recognize that Broadband access is critical to the development and provision of essential social services, community development initiatives, education, medical services, public safety, and other basic services.
5. All sectors of the State should work together to rapidly deploy Broadband infrastructure throughout the State of Nebraska, including the Project Area.
6. Governing Bodies and Public Power Partners have a demonstrated record of constructing and maintaining vital long-term infrastructure necessary to provide access to services in rural areas.
7. Private providers of Broadband (“**Private Provider**”), which operate in the highly competitive and rapidly evolving telecommunications industry, are well-versed at engaging in sales and marketing, handling customer service, and adapting to changing technologies and customer preferences for technology-based services.

¹ “Broadband” is the transmission of wide bandwidth data over a high-speed internet connection with systemic speed of a minimum of 100/100 Mbps.

8. Cooperation and collaboration between and among Governing Bodies, Public Power Providers, NPPD and Private Providers is essential to the development and deployment of Broadband services in rural areas of Nebraska.

B. In connection with the development of the Project(s), the Partners hereby agree as follows:

1. The Partners will cooperate and collaborate in good faith to develop a structure for the ownership, construction, operation and maintenance of Broadband infrastructure which will serve the needs of **all** locations and consumers in the Project Area(s), including but not limited to:
 - a. Establishment of contractual arrangements for efficient administrative processes.
 - b. Development of agreements for use of facilities and dark fiber consistent with cost-sharing arrangements developed for infrastructure deployment, maintenance, and operations.
 - c. Arrangements for cost recovery, debt service, and maintenance costs for deployment of Broadband infrastructure.
 - d. Development of simplified, efficient and cost-effective processes for access to facilities for collocation, pole attachments, easements and permits.
 - e. Development of integrated agreements with Private Providers for construction of facilities necessary for access, delivery, and maintenance of Broadband services to consumers throughout the Project Area(s).
2. The Partners agree to collaborate to secure funding for the Project through all available private and public (local, state, and federal) funding sources and programs, including philanthropic funds and private equity.
3. The Partners will cooperate to promptly assemble, marshal and share all relevant information, resources and documentation necessary to secure relevant funding for the Project(s).
4. The Partners agree to use their best efforts to develop effective public-private partnerships designed to drive the deployment of Broadband to unserved and underserved area of the State of Nebraska.
5. The Partners will seek out and evaluate potential Private Providers that could provide Broadband service that complies with all applicable federal, state and local laws and regulations.

6. The Partners will require delivery of minimum levels of service by Private Providers in order to retain access to and use of the Partner's Broadband infrastructure, including fiber.
7. The Partners will further develop contractual arrangements for the efficient and timely completion of the Project(s), including project deadlines, milestones, reporting requirements, speed tests, standards and techniques, and other reasonable measures to assure accountability.

C. Allocation of Funding:

The Partners will use their best efforts to equitably allocate all funding awards or proceeds between and among the Partners to facilitate the deployment of the Broadband infrastructure for the Project in the most reasonable and efficient manner possible.

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Printed Name: _____

Title: _____

PUBLIC POWER PROVIDER

Name of Entity: _____

By: _____

Printed Name: _____

Title: _____

GOVERNING BODY

Name of Entity: _____

By: _____

Printed Name: _____

Title: _____

**PUBLIC ENTITIES
MEMORANDUM OF UNDERSTANDING
FOR
BROADBAND INFRASTRUCTURE DEVELOPMENT**

ADDITIONAL SIGNATORIES ADDENDUM

The undersigned hereby constitutes an additional signatory to the Public Entities Memorandum of Understanding for Broadband Infrastructure Development originally dated as of April _____, 2022, and hereby agree to the terms thereof effective as of the date of the undersigned's signature below.

PUBLIC POWER PROVIDER

Name of Entity: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**PUBLIC ENTITIES
MEMORANDUM OF UNDERSTANDING
FOR
BROADBAND INFRASTRUCTURE DEVELOPMENT**

ADDITIONAL SIGNATORIES ADDENDUM

The undersigned hereby constitutes an additional signatory to the Public Entities Memorandum of Understanding for Broadband Infrastructure Development originally dated as of April _____, 2022, and hereby agree to the terms thereof effective as of the date of the undersigned's signature below.

GOVERNING BODY

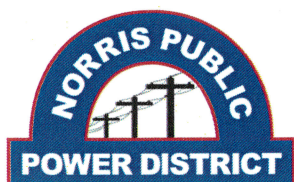
Name of Entity: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



Norris Public Power District
606 Irving St., P.O. Box 399
Beatrice, NE 68310
800-858-4707
www.norrisppd.com

February 28, 2022

County Commissioners: Emily Haxby, Gage County
Mark Schoenrock, Jefferson County
Marvin Kohout, Saline County
Misty Ahmic, Seward County
Dean Krueger, Thayer County

Re: Improving Nebraska's Rural Broadband

Norris Public Power District is keenly aware that broadband is vital for rural Nebraska. High-speed internet is needed for utility and governmental operations, precision agriculture, business growth, education, medical services and keeping rural Nebraska's best and brightest youth in rural Nebraska.

As a rural public power district, Norris participates with local and state economic development organizations to bring new businesses to our area and to help existing companies expand. Norris is not allowed within State Statutes to provide internet service to the end consumer of internet services. However, we believe that we are allowed to partner with telecommunication organizations through public-private partnerships.

How do we get high-speed internet to rural Nebraska?

- Design a network to specifically serve the needs of rural Nebraska, its residents and public partners,
- Pursue federal and state funding opportunities to help finance the construction of the network, and
- Identify private partners to undertake the actual operation of the network and sale of broadband service.

Recently, Emily Haxby and I participated in a meeting with Pat Pope, former Nebraska Public Power District CEO who has a passion for providing high-speed internet to rural Nebraska. You may be aware that Gage County is offering up to \$4 million of their American Rescue Plan Act of 2021 (ARPA) funds to an internet provider willing to provide high-speed internet to rural Gage County.

Norris is a member of National Rural Telecommunications Cooperative (NRTC) who is experienced at designing high-speed internet networks. NRTC is or has performed feasibility studies for others in Nebraska who are working together as I am advocating for Norris and the five counties included in this communication. It is important that we have a rural broadband plan and feasibility study completed so that we are prepared to apply for federal, state, and local grant opportunities when they become available.

Please let me know if you are interested in learning more about working together on providing rural broadband to your county. For those that are interested, I plan to coordinate a virtual meeting with Pat Pope soon to share more information about our intentions of working together for the benefit of rural Nebraska.

Sincerely,

Bruce Vitosh, General Manager & CEO
Cell Number: 402-806-3391
Email: bvitosh@norrispower.com

cc: Pat Pope

From: Patricia Victor <pvictor@empower.com>
Sent: Friday, March 4, 2022 11:25 AM
To: clerk@salinecountyne.us
Cc: payroll@salinecountyne.us
Subject: 745274-01 Saline County Nebraska Courthouse DCP - Plan Contacts/Website Authorization (KMM33016743V3632L0KM)
Attachments: Contact Change & PSC Form (2 person).pdf; PSC Access Form.pdf; sfrx_img1779601410530680471.png

Flag Status: Flagged

Hi Kim,

It was a pleasure speaking with you today. As discussed, a User ID with access to process payroll is required. Attached is a Plan Service Center Authorization Form which must be signed and dated by an authorized signer of the plan.

Notes:

Email addresses:

- · Must match the name on the form
- · Must not be generic
- · Must not be shared

If any of the above criteria is not met, the form will be rejected and a User ID will not be provisioned.

Exception:

A Letter of Instruction (LOI) on plan letterhead signed by an authorized signer must accompany the form explaining the inconsistency. The signer must attest to and accept responsibility for the email address and its usage by the plan.

Since Linda is no longer with the County, we will need a Board Resolution or Board Meeting Minutes indicating who is responsible to the plan and authorized to sign on behalf of the County.

As the email addresses you provided are generic and could possibly be shared, we will need the LOI on plan letterhead, the resolution or meeting minutes and the website authorization form.

If you are to be added as a plan contact, the attached contact change packet should be used instead of the form.

Thank you and enjoy your day!

Should you need further assistance, you may contact me at either pvictor@empower.com or 800-695-4952, extension 87004.

Employee inquiries should be directed to our Service Center at 855-756-4738. Registered representatives are available to assist your employees Monday through Friday from 6 a.m. to 8 p.m., Mountain time and Saturday from 7 a.m. to 3:30 p.m., Mountain time.

For quick help, check our new plan resource site for short videos to help you manage your plan. [Click here](#) to access.

Sincerely,

Patti Victor | Client Service Manager-Government Market
Empower

800-695-4952, ext. 87004 direct | 866-569-5056 fax | pvictor@empower.com
empower.com



Contact change & plan service center authorization form

This form is used to request contact role changes and access to the Plan Service Center website (PSC). The PSC is the primary tool used by the plan sponsor and any authorized third parties for online contribution processing, viewing plan and participant data, requesting/downloading plan files and reports, and approving online withdrawals. The new users listed below will receive an email notification when their PSC authorization request is complete.

CURRENT AUTHORIZED SIGNER CERTIFICATION

| | |
|---------------------------------|--------------|
| Plan name: | Plan number: |
| Current authorized signer name: | |
| Email address: | Phone/ext: |

CONTACT ROLE & PLAN SERVICE CENTER CLIENT ADMINISTRATION AGREEMENT

The plan sponsor has designated the representative(s) listed on the following pages to the plan contact roles elected.

If the plan sponsor has elected the authorized signer option, the following authorized plan representative(s) are authorized to provide direction and approval on behalf of the plan sponsor and plan administrator. This authorization applies to all direction and approvals required by Empower with respect to the administration and recordkeeping of the plan. Empower recommends that at least two representatives be authorized to sign at all times.

By signing this form, the plan sponsor agrees that the usernames listed on the following pages are authorized to use the PSC. The plan sponsor hereby agrees to notify each of the usernames listed to maintain the confidentiality of logon and password information provided and to not share such information with any third parties. The plan sponsor is responsible for regular review of the users authorized access to the PSC and providing timely notification to Empower of any access changes including access terminations.

The plan sponsor acknowledges and agrees that this goes into effect within a reasonable amount of time after good order receipt.

Current authorized signer's signature

Date

Plan contacts can be viewed on the Plan Service Center under the **Contacts > Plan contacts** menu option.
Please return all pages to your Client Service Manager.

Clear form

CONTACT CHANGEREQUEST #1

| | | |
|--|--|--|
| Contact information | | |
| <input type="radio"/> Add/Change contact – Contact roles assigned based on the selections below. | | |
| <input type="radio"/> Remove contact – All contact roles and PSC access will be terminated for the individual(s) listed below. | | |
| <input type="radio"/> Replace _____ with the individual listed below. <small>Replacing a contact will transfer all contact roles to the new individual. The contact being replaced will have their contact roles and PSC access terminated. Plan contact role selections below will be ignored.</small> | | |
| Name | | Subsets (if applicable) <input type="checkbox"/> All <input type="checkbox"/> Limited to: <small>(enter below)</small> |
| Address | | Division(s) |
| City, State ZIP | | Pay Center(s) |
| Phone | | |
| Email address | | |
| Employer <small>If different from plan</small> | | |
| Current PSC username <small>If previously issued</small> | | |
| Plan contact roles (as applicable to your plan) | | |
| Primary contact roles | Standard contact roles | Other contact roles |
| <input type="checkbox"/> Primary Plan Contact ¹ <input type="checkbox"/> Authorized signer ² <input type="checkbox"/> Primary Compliance Contact ^{1,5} <input type="checkbox"/> Payroll Contact ² <input type="checkbox"/> Loan Contact ^{1,2} | <input type="checkbox"/> Secondary Plan Contact <input type="checkbox"/> Secondary Compliance Contact ⁶ <input type="checkbox"/> Plan Summary Report ^{2,5} | <input type="checkbox"/> Trustee ³ <input type="checkbox"/> Proxy Contact ⁴ |
| <small>¹Marking this box will override any current contact listed in this role ²This contact role requires PSC access ³May require a plan amendment ⁴For plans with employer stock only ⁵Assigned with PSC access (may opt out) ⁶Applicable to plans with Empower compliance services</small> | | |
| PSC file feed reports (as applicable to your plan's services) | | |
| Standard reports | | |
| <input type="checkbox"/> Deferral report <input type="checkbox"/> Loan detail report <input type="checkbox"/> Eligibility reports | | |
| Service-specific reports | | |
| <input type="checkbox"/> Automatic Enrollment Annual Notice <input type="checkbox"/> Automated Mandatory Distribution Recipient <input type="checkbox"/> Payroll Bridge Report ¹ | | |
| Empower recommends that at least two users receive all applicable file feeds and must have PSC access. | | |
| <small>¹ Limited to one. Marking this box will override any current user listed in this role.</small> | | |

Please return all pages to your Client Service Manager.



CONTACT CHANGEREQUEST #2

| Contact information | | |
|--|---|---|
| <input type="radio"/> Add/Change contact – Contact roles assigned based on the selections below. <input type="radio"/> Remove contact – All contact roles and PSC access will be terminated for the individual(s) listed below. | | |
| <input type="radio"/> Replace _____ with the individual listed below. <small>Replacing a contact will transfer all contact roles to the new individual. The contact being replaced will have their contact roles and PSC access terminated. Plan contact role selections below will be ignored.</small> | | |
| Name | Subsets (if applicable) <input type="checkbox"/> All <input type="checkbox"/> Limited to: <small>(enter below)</small> | |
| Address | Division(s) | |
| City, State ZIP | Pay Center(s) | |
| Phone | | |
| Email address | | |
| Employer <small>If different from plan</small> | | |
| Current PSC username <small>If previously issued</small> | | |
| Plan contact roles (as applicable to your plan) | | |
| Primary contact roles <input type="checkbox"/> Primary Plan Contact ¹ <input type="checkbox"/> Authorized signer ² <input type="checkbox"/> Primary Compliance Contact ^{1,6} <input type="checkbox"/> Payroll Contact ² <input type="checkbox"/> Loan Contact ^{1,2} | Standard contact roles <input type="checkbox"/> Secondary Plan Contact <input type="checkbox"/> Secondary Compliance Contact ⁶ <input type="checkbox"/> Plan Summary Report ^{2,5} | Other contacts roles <input type="checkbox"/> Trustee ³ <input type="checkbox"/> Proxy Contact ⁴ |
| <small>¹Marking this box will override any current contact listed in this role ²This contact role requires PSC access ³May require a plan amendment ⁴For plans with employer stock only ⁵Assigned with PSC access (may opt out) ⁶Applicable to plans with Empower compliance services</small> | | |
| PSC file feed reports (as applicable to your plan's services) | | |
| Standard reports <input type="checkbox"/> Deferral report <input type="checkbox"/> Loan detail report <input type="checkbox"/> Eligibility reports | | |
| Service-specific reports <input type="checkbox"/> Automatic Enrollment Annual Notice <input type="checkbox"/> Automated Mandatory Distribution Recipient <input type="checkbox"/> Payroll Bridge Report ¹ | | |
| Empower recommends that at least two users receive all applicable file feeds and must have PSC access. | | |
| <small>¹ Limited to one. Marking this box will override any current user listed in this role.</small> | | |

Please return all pages to your Client Service Manager.



PLAN SERVICE CENTER LOGIN REQUEST #1

To obtain access to plan information through PSC, complete the following (additional pages may be attached if needed). See the **User type & access options section** for detailed access level options and descriptions.

| | |
|---|--|
| Mark this box if this user should be disabled: <input type="checkbox"/> | |
| Name: | Current PSC username: (if applicable) |
| Email Address: | Phone: |
| Secure PIN: ____ Select any combination of four (4) numbers, which will be used for caller authentication. | |
| Subsets <input type="checkbox"/> All; OR <input type="button" value="Clear"/> | |
| (if applicable): <input type="checkbox"/> Limited to: Divisions(s): | Pay center(s): |
| User type & access options: Please select only one option and indicate the required access by selecting the appropriate options. | |
| Sponsor/plan employee | |
| <input type="checkbox"/> Standard access provides the ability to have: | |
| 1) Participant/Payroll access: Add/edit plan and participant data, process payroll, pay plan expenses and update plan banking information. | |
| 2) Compliance access: Add/edit and submit compliance 5500 testing information and corrective distributions for plans with Empower compliance services. | |
| 3) To do list access: Approve participant withdrawal requests, plan/participant notifications and participant enrollments. | |
| 4) File Sharing access: View, upload or delete files. | |
| 5) Reporting access: Ability to generate reports. | |
| OR | |
| <input type="checkbox"/> Alternative access: If the user should <u>not</u> have the standard access described above, please select the appropriate level of access for each of the below categories (<u>File Sharing access and Reporting access will be included by default</u>): | |
| 1) Participant/Payroll access: | |
| <input type="checkbox"/> Add/edit participant and plan data only. No payroll, plan expense or banking information access | |
| OR | |
| <input type="checkbox"/> View only for participant and plan data. No payroll, plan expense or banking information access | |
| 2) Compliance access: | |
| <input type="checkbox"/> No compliance access | |
| 3) To do list access: | |
| <input type="checkbox"/> No to do list access | |
| <input type="checkbox"/> Auditor standard access: | |
| Provides the ability to view plan and participant information and reports, view compliance 5500 information (if applicable), and upload access to file sharing. | |
| <input type="button" value="Clear options"/> | |

Please return all pages to your Client Service Manager.



PLAN SERVICE CENTER LOGIN REQUEST #2

To obtain access to Plan information through PSC, complete the following (additional pages may be attached if needed). See the Access Options and Descriptions section for detailed access level options and descriptions.

| | |
|---|--|
| Mark this box if this user should be disabled: <input type="checkbox"/> | |
| Name: | Current PSC username: (if applicable) |
| Email Address: | Phone: |
| Secure PIN: ____ ____ ____ ____ <i>Select any combination of four (4) numbers, which will be used for caller authentication.</i> | |
| Subsets <input type="checkbox"/> All; OR <input type="button" value="Clear"/> | |
| (if applicable): <input type="checkbox"/> Limited to: Divisions(s): | Pay center(s): |
| User type & access options: <i>Please select only one option and indicate the required access by selecting the appropriate options.</i> | |
| Sponsor/plan employee | |
| <input type="checkbox"/> Standard access provides the ability to have: | |
| 1) Participant/Payroll access: Add/edit plan and participant data, process payroll, pay plan expenses and update plan banking information. | |
| 2) Compliance access: Add/edit and submit compliance 5500 testing information and corrective distributions for plans with Empower compliance services. | |
| 3) To do list access: Approve participant withdrawal requests, plan/participant notifications and participant enrollments. | |
| 4) File Sharing access: View, upload or delete files. | |
| 5) Reporting access: Ability to generate reports. | |
| OR | |
| <input type="checkbox"/> Alternative access: If the user should <u>not</u> have the standard access described above, please select the appropriate level of access for each of the below categories (<i>File Sharing access and Reporting access will be included by default</i>): | |
| 1) Participant/Payroll access: | |
| <input type="checkbox"/> Add/edit participant and plan data only. No payroll, plan expense or banking information access | |
| OR | |
| <input type="checkbox"/> View only for participant and plan data. No payroll, plan expense or banking information access | |
| 2) Compliance access: | |
| <input type="checkbox"/> No compliance access | |
| 3) To do list access: | |
| <input type="checkbox"/> No to do list access | |
| <input type="checkbox"/> Auditor standard access: | |
| Provides the ability to view plan and participant information and reports, view compliance 5500 information (if applicable), and upload access to file sharing. | |
| <input type="button" value="Clear options"/> | |

Please return all pages to your Client Service Manager.



Plan service center authorization form

This form is used to request access to the Plan Service Center website (PSC). The PSC is the primary tool used by the plan sponsor and any authorized third parties for online contribution processing, viewing plan and participant data, requesting/downloading plan files and reports, and approving online withdrawals. The new users listed below will receive an email notification when their PSC authorization request is complete.

PLAN SPONSOR CONTACT INFORMATION

| | |
|----------------|--------------------|
| Plan name: | Plan number: |
| Contact name: | |
| Contact email: | Contact phone/ext: |

PLAN SERVICE CENTER CLIENT ADMINISTRATION AGREEMENT

By signing this form, the plan sponsor agrees that the usernames listed on the following pages are authorized to use the PSC. The plan sponsor hereby agrees to notify each of the usernames listed to maintain the confidentiality of logon and password information provided and to not share such information with any third parties. The plan sponsor is responsible for regular review of the users authorized access to the PSC and providing timely notification to Empower of any access changes including access terminations.

| | |
|--|-------------------|
| Authorized plan representative: | |
| Signature: _____ | Print name: _____ |
| Title: _____ | Email: _____ |
| Phone #: _____ | Date: _____ |

Please complete and fax or email to Empower Retirement

Fax number: 303-801-5228

Email: security@retirementpartner.com



PLAN SERVICE CENTER LOGIN REQUEST

To obtain access to plan information through PSC, complete the following (additional pages may be attached if needed). See the *User type & access options section* for detailed access level options and descriptions.

| | |
|---|--|
| Mark this box if this user should be disabled: <input type="checkbox"/> | |
| Name: | Current PSC username: (if applicable) |
| Email Address: | Phone: |
| Secure PIN: ____ ____ ____ ____ <i>We recommend using the last four digits of your SSN as your pin, which will be used for caller authentication.</i> | |
| Subsets <input type="checkbox"/> All; OR <input type="button" value="Clear"/> | |
| (if applicable): <input type="checkbox"/> Restrict access to: Divisions(s): | Pay center(s): |
| User type & access options: <i>Please select only one option and indicate the required access by selecting the appropriate options.</i> | |
| Sponsor/plan employee | |
| <input type="checkbox"/> Standard access: Provides the ability to have: | |
| 1) Participant/Payroll access: Add/edit plan and participant data, process payroll, pay plan expenses and update plan banking information. | |
| 2) Compliance access: Add/edit and submit compliance 5500 testing information and corrective distributions for plans with Empower compliance services. | |
| 3) To do list access: Approve participant withdrawal requests, plan/participant notifications and participant enrollments. | |
| 4) File Sharing access: View, upload or delete files. | |
| 5) Reporting access: Ability to generate reports. | |
| OR | |
| <input type="checkbox"/> Alternative access: If the user should <u>not</u> have the standard access described above, please select the appropriate level of access for each of the below categories (<i>File Sharing access and Reporting access will be included by default</i>): | |
| 1) Participant/Payroll access: | |
| <input type="checkbox"/> Add/edit participant and plan data only. No payroll, plan expense or banking information access | |
| OR | |
| <input type="checkbox"/> View only for participant and plan data. No payroll, plan expense or banking information access | |
| 2) Compliance access: | |
| <input type="checkbox"/> No compliance access | |
| 3) To do list access: | |
| <input type="checkbox"/> No to do list access | |
| <input type="checkbox"/> Auditor standard access: | |
| Provides the ability to view plan and participant information and reports, view compliance 5500 information (if applicable), and upload access to file sharing. | |
| <input type="button" value="Clear options"/> | |



PLAN SERVICE CENTER LOGIN REQUEST

To obtain access to plan information through PSC, complete the following (additional pages may be attached if needed). See the *User type & access options section* for detailed access level options and descriptions.

| | |
|---|--|
| Mark this box if this user should be disabled: <input type="checkbox"/> | |
| Name: | Current PSC username: (if applicable) |
| Email Address: | Phone: |
| Secure PIN: ____ ____ ____ ____ <i>We recommend using the last four digits of your SSN as your pin, which will be used for caller authentication.</i> | |
| Subsets <input type="checkbox"/> All; OR <input type="button" value="Clear"/> | |
| (if applicable): <input type="checkbox"/> Restrict access to: Divisions(s): | Pay center(s): |
| User type & access options: <i>Please select only one option and indicate the required access by selecting the appropriate options.</i> | |
| Sponsor/plan employee | |
| <input type="checkbox"/> Standard access: Provides the ability to have: | |
| 1) Participant/Payroll access: Add/edit plan and participant data, process payroll, pay plan expenses and update plan banking information. | |
| 2) Compliance access: Add/edit and submit compliance 5500 testing information and corrective distributions for plans with Empower compliance services. | |
| 3) To do list access: Approve participant withdrawal requests, plan/participant notifications and participant enrollments. | |
| 4) File Sharing access: View, upload or delete files. | |
| 5) Reporting access: Ability to generate reports. | |
| OR | |
| <input type="checkbox"/> Alternative access: If the user should <u>not</u> have the standard access described above, please select the appropriate level of access for each of the below categories (<i>File Sharing access and Reporting access will be included by default</i>): | |
| 1) Participant/Payroll access: | |
| <input type="checkbox"/> Add/edit participant and plan data only. No payroll, plan expense or banking information access | |
| OR | |
| <input type="checkbox"/> View only for participant and plan data. No payroll, plan expense or banking information access | |
| 2) Compliance access: | |
| <input type="checkbox"/> No compliance access | |
| 3) To do list access: | |
| <input type="checkbox"/> No to do list access | |
| <input type="checkbox"/> Auditor standard access: | |
| Provides the ability to view plan and participant information and reports, view compliance 5500 information (if applicable), and upload access to file sharing. | |
| <input type="button" value="Clear options"/> | |

RESOLUTION # 2022-12

BE IT HEREBY RESOLVED, by the Board of Commissioners of Saline County, Nebraska, to remove Linda Kastanek who is no longer with the County, to be removed as the responsible plan and authorized signer on behalf of the County.

WHEREAS, the Board does hereby authorize members of the County Clerk's Office, Payroll Clerk Kim Goossen and Payables Clerk Dee Drake as authorized contacts and be given access to the Plan Service Center website (PCS). The PCS is the primary tool used by the plan sponsor and any authorized third parties for online contribution processing, viewing plan and participant data, requesting/downloading plan files and reports, and approving online withdrawals.

Motion was made by Commissioner _____ and seconded by Commissioner _____ to adopt the foregoing Resolution.

All members present voting as follows:

Yeas: _____

Nays: _____

Abstentions: _____

Absent: _____

SALINE COUNTY BOARD OF COMMISSIONERS

SUBSCRIBED AND SWORN TO before me this 29th day of March, 2022

Saline County Clerk

seal



Stanard

Appraisal Services Inc.

1908 16th Ave. ▪ Central City, NE 68826 ▪ (308) 946-5205

Saline County Assessor
PO Box 865
Wilber Ne 68465

March 28, 2022

Please accept the enclosed information as our proposal to provide appraisal services for the revalue of Commercial properties in Saline County. We have qualified staff members who are experts in various areas of appraisal including the requested properties and the County can fully utilize that expertise in the review of property.

The Company will attempt to make contact with the property owner and do an interior inspection. If contact isn't made, a call back card will be left. Due to the Corona Virus we will do an interior inspection at the door if requested. We will also do an exterior inspection, re-measure when necessary and take pictures of all property being appraised. We will verify sales information on any sales. We will also measure and list any new construction to the property and gather any information that may be pertinent to arriving at the market value of the properties.

The amount of our proposal to provide the review of the Commercial properties in Saline County is \$55,740. The bid amount is the minimum amount due and no reduction in costs will be made if the parcel number is less than the number of parcels stated below.

This bid is \$240 per parcel for the 211 Commercial properties and \$300 per parcel for the 17 Large Commercial properties. The cost of 2 appraisers for 2 days (32 hrs.) attendance at the Informal hearings and 2 appraisers for 1 day (16 hrs.) attendance at the County Board of Equalization hearings is included in this contract; however, further appeals to the Tax Equalization and Review Commission are not included in the overall proposal.

Thank you for the opportunity to provide this proposal. We look forward to working with you and the County officials in providing the information required for the review of the Commercial properties in Saline County.

If you have any questions about the enclosed information, please give me a call at 402-480-4123 or Jenna at 308-946-5205. Thanks again.

Yours truly,

Darrel Stanard
Stanard Appraisal Services, Inc.

RESOLUTION #2022-11

BE IT HEREBY RESOLVED, by the Board of Commissioners of Saline County, NE,
that the sum of \$3,800.00 be transferred from the Inheritance Fund #2700 to the Juvenile
Services Aid Program Fund #2516, to be reimbursed when funds are available.

Motion made by Commissioner _____, seconded by Commissioner
_____, to adopt the foregoing Resolution. All members present
voting as follows:

Yeas: _____

Nays: _____

Abstentions: _____

Absent: _____

Chairman

SUBSCRIBED AND SWORN TO before me this 29th day of March, 2022

SEAL

Saline County Clerk

SALINE COUNTY
REQUEST TO OCCUPY COUNTY RIGHT-OF-WAY

Windstream Nebraska, LLC, hereinafter referred to as "owner" requests to construct telecommunications facilities occupying the Right-of-Way of the Saline County Public Highway System. Windstream to assist relocating existing copper feed cable to Farmers Coop at 2336 County Road UU due to building expansion. Windstream and Coop forces to locate existing cable near edge of road/ditch, just West of drive to 2336, but East of existing pedestal 463CC located on the North side of County Rd UU. After the existing cable is located, WS will make a buried splice at this location and extend new cable North to the building, avoiding the location of the building expansion. This permit request is pertaining to the location of the existing cable, make buried splice, and extending North for a short distance in the county ROW. After reaching the edge of the North ROW, all remaining work will take place on private property of 2336., DeWitt, NE. **WO# 15000060620133;PR-5774.**

Owner proposes to place and maintain the aforesaid construction on Saline County Public Right-of-Way at owner's risk and expense and hereby absolves Saline County, its officials and employees from any liability arising from the placing and maintaining of said construction.

The owner will cooperate fully with the officials of Saline County and will keep them fully and immediately informed of all construction or maintenance work required on Saline County Public Right-of-Way. The surface of the road will be restored to the same condition as it was prior to the work and such restoration will be accomplished to the reasonable satisfaction of the Saline County Officials.

Person to be contacted, prior to construction by a Telephone Company or a Utility Company, is the County Highway Superintendent or the Highway Coordinator, Courthouse – 2nd floor, telephone #821-2737. Each location to be inspected by Saline County when permit is submitted and upon project completion, at which latter time any work or supply of gravel reasonable required to restore the surface of the road or work to restore the County Right-of-Way to the same condition as it was prior to the work will be determined and the work performed and gravel supplied by the owner.

Draw a sketch indicating approximate location to or from some easily recognized landmark, or a sketch may be attached.

Date March 21, 2022

Melvin Fecher

Melvin Fecher – Analyst I – Permitting Team 1170-B1F02-1211A, 4001 N Rodney Parham Rd Little Rock, AR 72212

At the option of the County Board of Commissioners, the owner shall furnish a Surety Bond for an amount specified by the County Board of Commissioners. The form of the Surety Bond shall be acceptable to the Saline County Board.

Surety Bond Required: YES _____ NO Amount _____

COMMENTS: (County only) I recommend that this permit be granted subject to Windstream Nebraska, LLC agreeing to return the damaged area to its original condition.

Date _____

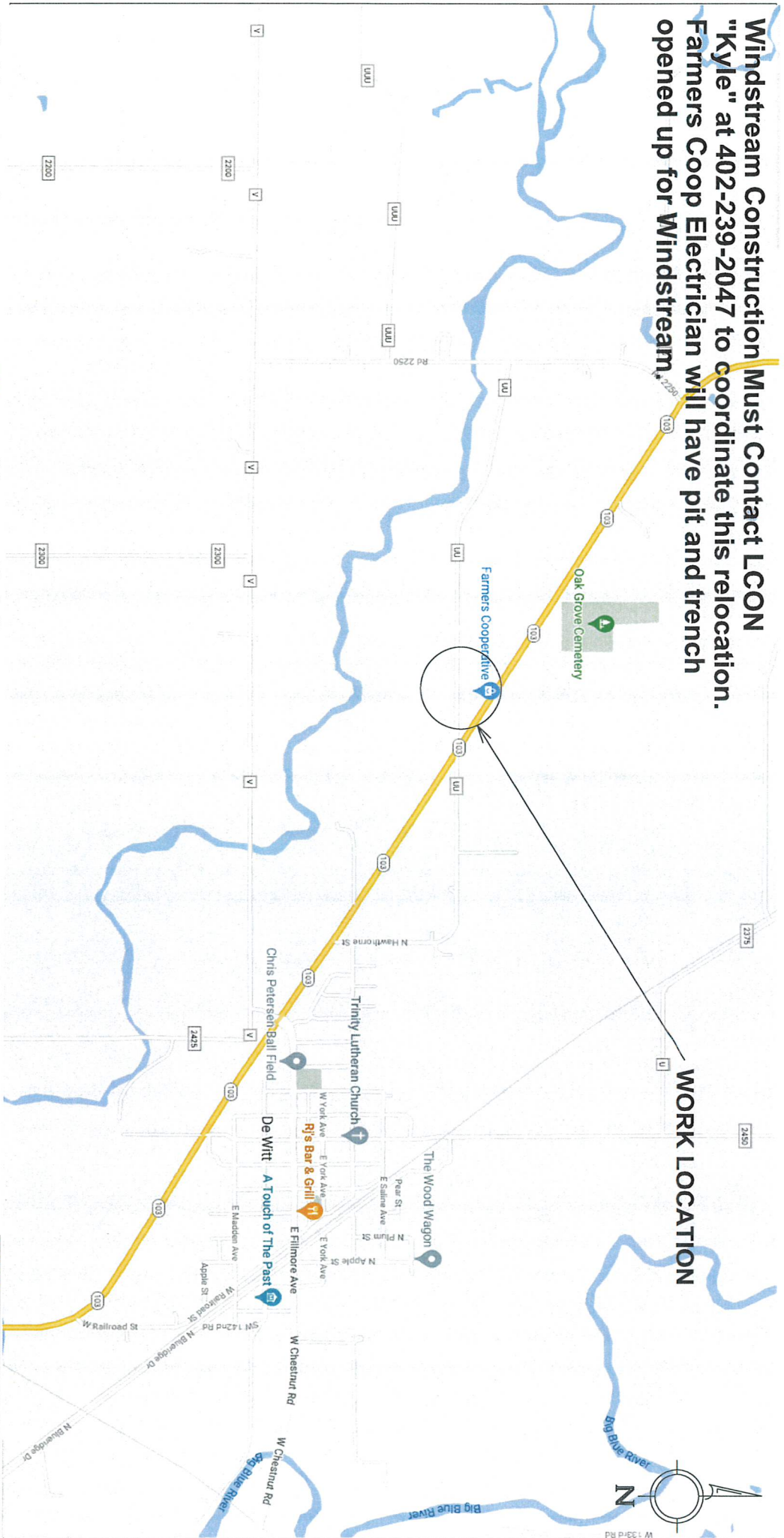
Highway Superintendent or Coordinator

We hereby grant Windstream Nebraska, LLC permission to occupy the County Right-of-Way at the location and according to the procedure and conditions described in this document.

Date _____

(Signature – Chairman of County Board)

Windstream Construction Must Contact LCON "Kyle" at 402-239-2047 to coordinate this relocation. Farmers Coop Electrician will have pit and trench opened up for Windstream



WORK LOCATION

Windstream Legend:

- ☒ Phone Pedestal
- Existing Buried Copper Phone Line 12 pairs or larger
- - - Existing Buried Copper Phone Line 6 pairs or smaller
- Existing Buried Fiber Optic Line of any size
- XX References an existing facility that is being removed or abandoned
- Existing Aerial Copper line of any size
- Existing Aerial Fiber Optic Line of any size
- Existing duct of any size
- Existing Foreign owned pole

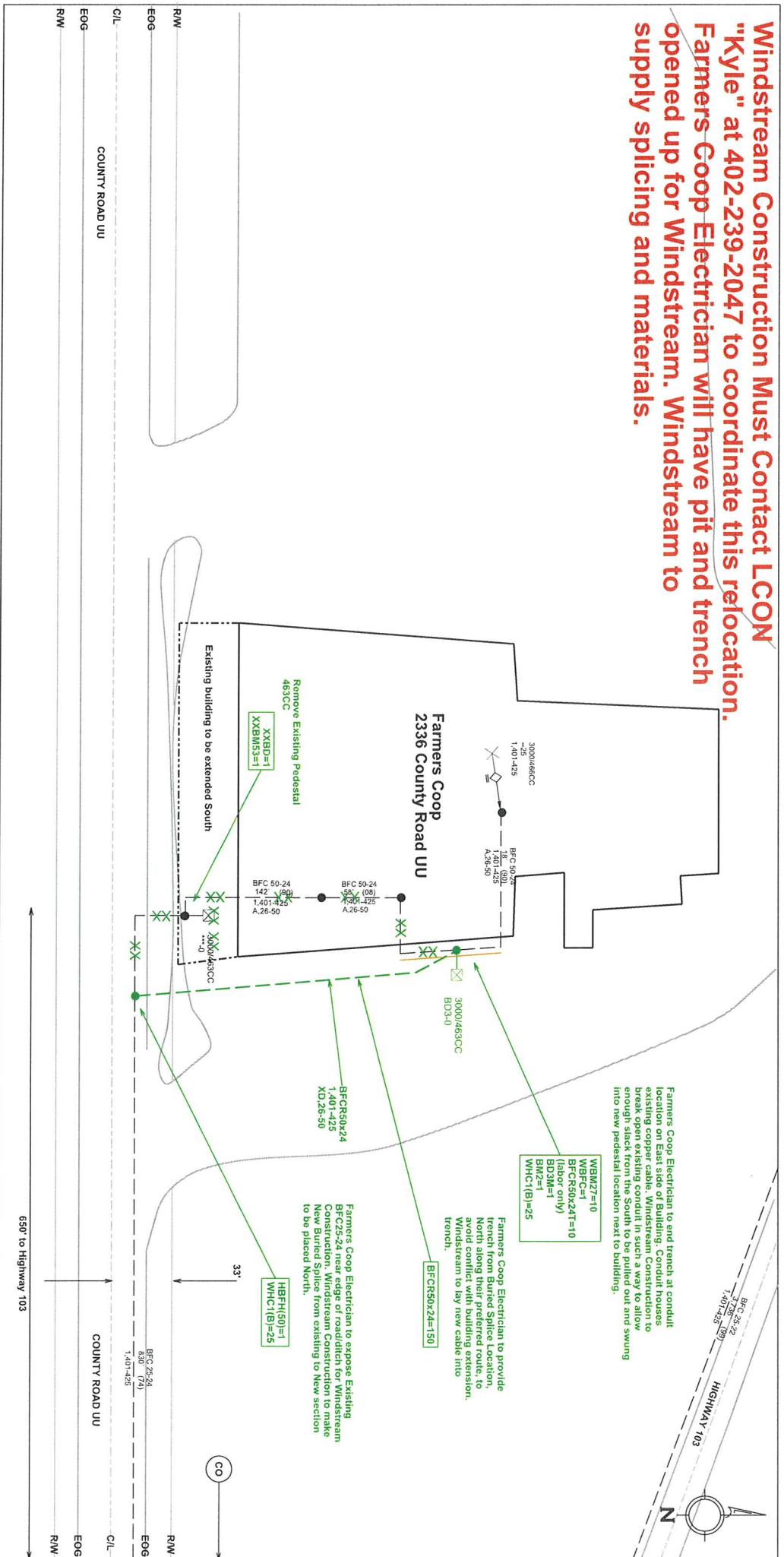
- CL — CL — Centerline of a Roadway
- ROW — Right of Way Line
- New Duct any size-placed by boring method (B) or by plow or trench method (C)
- Existing Windstream owned pole
- Red indicates Future Buried or Aerial placement based on customer demand

GREEN=New or proposed facilities-all facilities shown on legend could be shown in green-referencing the new placement



| | |
|--|------------------------------------|
| CITY: Dewitt | COUNTY: Saline |
| EPN CODE: N/A | PERMIT: Saline County |
| Contacts: LCON Kyle 402-239-2047 | |
| WORK ORDER NUMBER: 15000050620133 | |
| EXCHANGE: DWTI | TAX DISTRICT: 0005 |
| DATE: 3/18/2022 | DRAWN BY: N.F. SHEET 1 OF 2 |
| REVISION: | DATE: |
| ENGINEER: Nick Farmer | PHONE: 402-309-0761 |

Windstream Construction Must Contact LCON "Kyle" at 402-239-2047 to coordinate this relocation. Farmers Coop Electrician will have pit and trench opened up for Windstream. Windstream to supply splicing and materials.



Windstream Legend:

- ☒ Phone Pedestal
- Existing Buried Copper Phone Line 12 pairs or larger
- Existing Buried Copper Phone Line 6 pairs or smaller
- Existing Buried Fiber Optic Line of any size
- XX References an existing facility that is being removed or abandoned
- Existing Aerial Copper line of any size
- Existing Aerial Fiber Optic Line of any size
- Existing duct of any size
- Existing Foreign owned pole

- C/L --- C/L --- Centerline of a Roadway
- ROW --- Right of Way Line
- New Duct any size placed by boring method (B) or by plow or trench method (C)
- Existing Windstream owned pole
- Red indicates Future Buried or Aerial placement based on customer demand



CITY: Detroit **COUNTY:** Saline
ERM CODE: N/A **PERMIT:** Saline County
Contact: LCON Kyle 402-239-2047
WORK ORDER NUMBER: 15000050520133
EXCHANGE: DMTI **TAX DISTRICT:** 0095
DATE: 3/18/2022 **DRAWN BY:** N.F. **SHEET:** 2 OF 2
REVISION: **DATE:** **ENGINEER:** Nick Farmer **PHONE:** 402-399-0761

GREEN=New or proposed facilities-all facilities shown on legend could be shown in green-referencing the new placement

SALINE COUNTY
REQUEST TO OCCUPY COUNTY RIGHT-OF-WAY

Mitch Hedden, hereinafter referred to as owner, requests to construct/bury Electric Cable/ Utility Line occupying the Right-of-Way of the Saline County Public Road System at (legal description):

SE 1/4 33-8-2

Road 100ft Road G 50yds West

Construction on Gravel Roads MUST be Tunneled/ Bored

Trenching on dirt roads optional by pre-approval only

(Please indicate one) : Trenching (pre-approved by Highway Superintendent)
Tunneled/Bored X

Owner proposes to place and maintain the aforesaid construction on Saline County Public Right-of-Way at owner's expense and hereby absolves Saline County, its officials and employees from any liability from the placing and maintaining of said construction.

The owner will cooperate fully with the officials of Saline County and will keep them fully and immediately informed of all construction or maintenance work required on Saline County public Right-of-Way. The surface of the road will be restored to the same condition as it was prior to the work and such restoration will be accomplished to the reasonable satisfaction of the Saline County officials.

Person to be contacted, prior to construction, is the County Highway Superintendent, Courthouse, second floor, phone (402) 821-2737. Each location to be inspected by Saline County when permit is submitted and upon project completion. Saline County will determine if any labor or gravel will be required to restore the surface of the road or County Right-of-Way to the same condition as it was prior to the project. If determined necessary, the work shall be performed and gravel supplied by the owner.

Attach a sketch or map indicating approximate location to or from an easily recognized landmark.

Date 3-21-22

Mitch Hedden
Signature of "Owner"

Phone 402-7592544

811 R ST.

Geneva NE 68361
(complete mailing address)

At the option of the County Board of Commissioners, the owner shall furnish a Surety Bond for an amount specified by the Board. The form of the bond shall be acceptable to the Saline County Board.

Surety Bond Required: YES NO X Amount

COMMENTS: (County only) I recommend that this permit be granted subject to

Mitch Hedden Owner agreeing to return the damaged area to its original condition.

THIS PERMIT SUBJECT TO REQUIREMENTS LISTED ON ATTACHED SHEET

Date

Signature - Highway Superintendent

We hereby grant Mitch Hedden Owner permission to occupy the County Right-of-Way at the location indicated and according to the procedure and conditions described in this document.

Date

Signature - Chairman of County Board

Date 3-23-22

SALINE COUNTY

REQUIREMENTS

(Bore or Bury Electric Cable\Utility Line)

1. The cable must be buried a MINIMUM of five (5) feet BELOW ditch elevation.
2. Saline County will be notified no less than 48 hours in advance of any construction.

CALL: Bruce Filipi (402)-821-2737 (Hwy. Supt. Office)
(402)-826-9394 (Cell)

3. The applicant, Mitch Hedden will adequately sign the location of the Electric Cable/Utility line at frequent intervals and at all culvert locations to insure that the applicant, Mitch Hedden will be notified before any future excavation by county forces.
4. The applicant, Mitch Hedden will be required to relocate the Electric Cable/Utility line at their own expense, if necessary, for any future roadway construction.

5 & 6 Apply to trenching operations only (Dirt Roads)

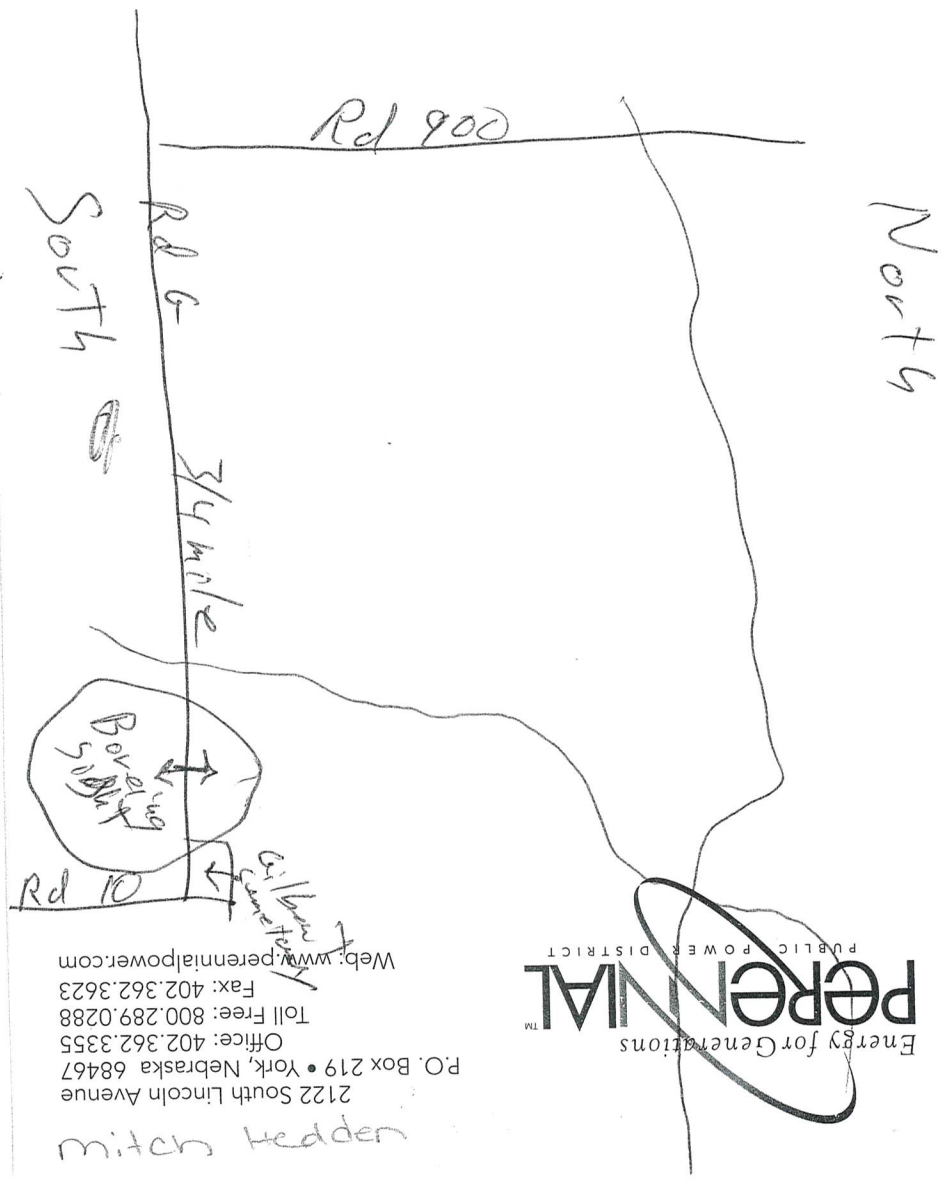
5. The applicant, _____ will be responsible for obtaining adequate compaction of backfill for all trench cuts. Backfill will be placed in successive horizontal layers not exceeding six (6) inches, and properly compacted.
6. All waste material from the trenching operation will be evenly distributed over the ditch side slopes or back slopes. All roadway side slopes, ditches or back slopes disturbed by the trenching operation will be reseeded with a mixture of grass seed as recommended by the Nebraska Game & Parks Commission for seeding county roadways.

Applicant: Mitch Hedden
Signature

Address: 811 R Street

Geneva, NE 68361

Phone # 402-759-2544



2122 South Lincoln Avenue
 P.O. Box 219 • York, Nebraska 68467
 Office: 402.362.3355
 Toll Free: 800.289.0288
 Fax: 402.362.3623
 Web: www.perennialpower.com

PERENNIAL
 Energy for Generations
PUBLIC POWER DISTRICT

Walter Hedden

APS7040
3/23/22
14:56:04

SALINE
BOARD PREAPPROVAL REPORT
GENERAL
FROM 04/08/2022 TO 04/08/2022

| Account # | Description | Account Amt | Vendor | Invoice Description | Claim # |
|---|--|------------------|--|-----------------------------|----------------------|
| 601-00 BOARD 00-2-1801 | DUES, SUB, REG, & TRAINING | 35.00 | NACO | 22KOHO0466 | 22040018 |
| | 601-00 BOARD | 35.00 | | | |
| 603-00 TREASURER 00-3-0101 | OFFICE SUPPLIES | 45.02 | EAKES OFFICE PLUS | INV 8453012-0 INV 8433425- | 22040005 |
| | 603-00 TREASURER | 45.02 | | | |
| 605-00 ASSESSOR 00-3-0101 | OFFICE SUPPLIES | 541.86 | EAKES OFFICE PLUS | INV 8453012-0 INV 8433425- | 22040005 |
| | 605-00 ASSESSOR | 541.86 | | | |
| 607-00 ELECTION 00-1-0405 00-1-0405 | ELECTION CLERICAL ELECTION CLERICAL | 171.00 144.88 | PEGGY ANN SCHERLING KATELYN SCHROEDER | ELEC ASSIST ELECT ASSIST | 22040025 22040026 |
| | 607-00 ELECTION | 315.88 | | | |
| 610-00 DATA PROCESSING 00-4-0201 | DATA PROCESSING-RENTAL | 147.60 | STATE OF NE-DEPT OF ADMIN | FEB22 99 2200 | 22040029 |
| | 610-00 DATA PROCESSING | 147.60 | | | |
| 621-00 CLERK OF DIST. COURT 00-2-0100 | POSTAL SERVICE | 895.00 | VISA | ACCT 8604 | 22040040 |
| | 621-00 CLERK OF DIST. COURT | 895.00 | | | |
| 622-00 COUNTY COURT SYSTEM--JUDGE 00-2-0100 00-3-0101 | POSTAL SERVICES OFFICE SUPPLIES | 4.50 111.75 | VISA FIRST STATE BANK | ACCT 6942 CHECKS CTY CRT | 22040041 22040009 |
| | 622-00 COUNTY COURT SYSTEM--JUDGE | 116.25 | | | |

APS7040
3/23/22
14:56:04

SALINE
BOARD PREAPPROVAL REPORT
GENERAL
FROM 04/08/2022 TO 04/08/2022

| Account # | Description | Account Amt | Vendor | Invoice Description | Claim # |
|---|----------------------------------|-------------|---------------------------|-----------------------------|----------|
| ***** | | | | | |
| 641-00 | BUILDING & GROUNDS (COURT HOUSE) | | | | |
| 00-2-0200 | COMMUNICATIONS SERVICES | 1,758.69 | VERIZON WIRELESS | INV 9901545382 | 22040038 |
| 00-2-0200 | COMMUNICATIONS SERVICES | 6,519.37 | WINDSTREAM | A#090935389111 | 22040046 |
| 00-2-0200 | COMMUNICATIONS SERVICES | 175.74 | ZITO MEDIA | A# 329154-178 | 22040047 |
| 00-2-9900 | MISCELLANEOUS | 33.08 | WALKER UNIFORM RENTAL | INV 1195136 | 22040043 |
| 00-3-0103 | JANITORIAL SUPPLIES | 29.65 | DOLLAR GENERAL CHARGE SAL | ACCT 899593338 | 22040004 |
| 00-3-0119 | BUILDING SUPPLIES | 42.88 | JIMMY DEVOR | REIMBURSE | 22040003 |
| 00-5-0230 | BUILDING IMPROVEMENTS | 535.80 | GENERAL FIRE & SAFETY EQU | INV I32212 | 22040011 |
| 00-5-0230 | BUILDING IMPROVEMENTS | 162.00 | NEBRASKA STATE FIRE MARSH | INV 123662 | 22040020 |
| 00-5-0230 | BUILDING IMPROVEMENTS | 2,900.00 | THOMAS NICKLES PAINTING | INV 980389 | 22040033 |
| | | ***** | | | |
| 641-00 BUILDING & GROUNDS (COURT HOUSE) | | 12,157.21 | | | |
| | | ***** | | | |
| 645-00 | EXTENSION OFFICE | | | | |
| 00-2-0100 | POSTAL SERVICE | 466.20 | UNL COOPERATIVE EXTENSION | REIMBURSE | 22040035 |
| 00-2-1200 | OFFICE EQUIPMENT REPAIR | 654.94 | UNL COOPERATIVE EXTENSION | REIMBURSE | 22040035 |
| 00-2-1704 | MILEAGE ALLOWANCE | 13.46 | INGRID LINDAL | MILEAGE | 22040016 |
| 00-2-1704 | MILEAGE ALLOWANCE | 83.07 | ANITA STOUGARD | MILEAGE | 22040030 |
| 00-2-1704 | MILEAGE ALLOWANCE | 13.34 | BECKY VALES | MILEAGE | 22040037 |
| 00-2-1801 | DUES, SUB, REG, & TRAINING | 45.00 | UNL COOPERATIVE EXTENSION | REIMBURSE | 22040035 |
| 00-3-0101 | OFFICE SUPPLIES | 337.38 | UNL COOPERATIVE EXTENSION | REIMBURSE | 22040035 |
| | | ***** | | | |
| 645-00 EXTENSION OFFICE | | 1,613.39 | | | |
| | | ***** | | | |
| 651-00 | SHERIFF | | | | |
| 00-1-1100 | UNIFORM ALLOWANCE | 9.14 | TYSON OSBORN | REIMB UA | 22040021 |
| 00-3-0101 | OFFICE SUPPLIES | 134.94 | RR DONNELLEY | INV 995992321 INV 91915850 | 22040023 |
| 00-3-0212 | EQUIPMENT REPAIRS-COMMERCIAL | 570.42 | KEYSTONE | INV 27455996 INV 27455751 | 22040014 |
| 00-3-0212 | EQUIPMENT REPAIRS-COMMERCIAL | 357.51 | SID DILLON | INV 8FCB854351 INV 400748FR | 22040027 |
| | | ***** | | | |
| 651-00 SHERIFF | | 1,072.01 | | | |
| | | ***** | | | |
| 652-00 | ATTORNEY | | | | |
| 00-2-9900 | MISCELLANEOUS | 192.47 | VISA | ACCT 4682 | 22040039 |
| 00-3-0101 | OFFICE SUPPLIES | 91.47 | EAKES OFFICE PLUS | INV 8453012-0 INV 8433425- | 22040005 |
| | | ***** | | | |
| 652-00 ATTORNEY | | 283.94 | | | |
| | | ***** | | | |
| 662-00 | ATTORNEY-CHILD SUPPORT | | | | |
| 00-2-1801 | DUES, SUB, REG, & TRAINING | 154.96 | TALX CORPORATION | INV 2051095890 INV 20517574 | 22040032 |
| 00-2-1801 | DUES, SUB, REG, & TRAINING | 151.04 | THOMSON REUTERS | INV 845933261 | 22040034 |
| | | ***** | | | |
| 662-00 ATTORNEY-CHILD SUPPORT | | 306.00 | | | |
| | | ***** | | | |

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BOARD PREAPPROVAL REPORT
GENERAL
FROM 04/08/2022 TO 04/08/2022

| Account # | Description | Amt | Vendor | Invoice Description | Claim # |
|-----------|----------------------------------|-----------|---------------------------|-----------------------------|----------|
| ***** | | | | | |
| 671-00 | JAIL | | | | |
| 00-1-1100 | UNIFORM ALLOWANCE | 205.83 | MALLORY SAFETY AND SUPPLY | INV 5306266 INV 5309905 | 22040017 |
| 00-2-1200 | OFFICE EQUIPMENT REPAIR | 384.08 | US BANK EQUIPMENT FINANCE | INV 467652632 | 22040036 |
| 00-2-1900 | BOARD OF PRISONERS-MEALS | 8,711.57 | SUMMIT FOOD SERVICE LLC | INV 2000138358 INV 20001376 | 22040031 |
| 00-2-3000 | MEDICAL SERVICES | 29.97 | LINCOLN RADIOLOGY GROUP P | INV 507110041 | 22040015 |
| 00-2-3000 | MEDICAL SERVICES | 29.97 | RADIOLOGY ASSOCIATES PC | INV 6310 | 22040022 |
| 00-2-3000 | MEDICAL SERVICES | 20.97 | WARREN MEMORIAL HOSPITAL | 212829-0001-00 | 22040045 |
| 00-3-0103 | JANITORIAL SUPPLIES | 73.21 | WALKER UNIFORM RENTAL | INV 1195135 | 22040044 |
| ***** | | | | | |
| 671-00 | JAIL | 9,455.60 | | | |
| ***** | | | | | |
| 693-00 | EMERGENCY MANAGEMENT (CIVIL DEF) | | | | |
| 00-1-0301 | ADMINISTRATIVE SALARY | 3,400.00 | JEFFERSON COUNTY EMERGENC | FEBRUARY 2022 | 22040013 |
| 00-1-0305 | CLERICAL SALARY | 580.00 | JEFFERSON COUNTY EMERGENC | FEBRUARY 2022 | 22040013 |
| 00-2-1301 | TOWER EXPENSE | 490.10 | FIRST WIRELESS INC | INV WT62495 | 22040010 |
| 00-3-0209 | FUEL | 50.60 | VISA | ACCT 6723 | 22040042 |
| 00-3-0212 | VEHICLE MAINTENANCE | 92.95 | FARMERS COOPERATIVE | ACCT 649785 ACCT 649705 | 22040007 |
| ***** | | | | | |
| 693-00 | EMERGENCY MANAGEMENT (CIVIL DEF) | 4,613.65 | | | |
| ***** | | | | | |
| 970-00 | MISCELLANEOUS & MISC. COURTS | | | | |
| 00-1-0800 | INSURANCE (DEDUCTIBLES) | 6,054.93 | FIRST CONCORD BENEFITS GR | 2/23-27/22 3/2-6/22 3/9-13/ | 22040008 |
| 00-2-2414 | JUVENILE ATTORNEY | 1,904.75 | REBECCA ANDERSON | JV 21 24 | 22040001 |
| 00-2-2502 | PROFESSIONAL FEE: HUMAN RESOUR | 1,497.00 | SOARIN GROUP LLC | INV INV-8810 | 22040028 |
| 00-2-2515 | CONTRACTUAL SERVICES (PUBLIC D | 6,666.67 | SCOTT RYAN GROPP, ATTORNE | APRIL 2022 | 22040012 |
| 00-2-2601 | DISTRICT COURT COSTS | 25.00 | ELLIS COUNTY DISTRICT COU | INVOICE 159 | 22040006 |
| 00-2-2601 | DISTRICT COURT COSTS | 351.00 | SALINE COUNTY DISTRICT CO | CLAIM 1711 CLAIM 1712 | 22040024 |
| 00-2-2602 | COUNTY COURT COSTS | 212.00 | CRETE AREA MEDICAL CENTER | 551532000 551724200 | 22040002 |
| 00-2-2602 | COUNTY COURT COSTS | 315.00 | NEBRASKA PUBLIC HEALTH EN | INV 549545 INV 549533 | 22040019 |
| 00-3-0150 | MISC. VEHICLE SUPPLIES (CAR EX | 35.55 | FARMERS COOPERATIVE | ACCT 649785 ACCT 649705 | 22040007 |
| ***** | | | | | |
| 970-00 | MISCELLANEOUS & MISC. COURTS | 17,061.90 | | | |
| ***** | | | | | |
| ***** | | | | | |
| 0100 | GENERAL FUND | 48,660.31 | | | |
| ***** | | | | | |
| 705-00 | BRIDGE/ROAD MAINTENANCE | | | | |
| 00-3-0108 | ELECTRICAL SUPPLIES | 7.25 | FOOD MESTO | ACCT 1014 | 22040051 |
| 00-3-0202 | GRAVEL AND BORROW | 4,386.46 | BEATRICE CONCRETE CO INC | INV S1 171495 INV X1 17149 | 22040048 |
| 00-3-0400 | MISCELLANEOUS | 10.97 | JOHNSON PHARMACY | ACCT 1401 | 22040052 |
| 00-3-0400 | MISCELLANEOUS | 28.19 | OFFICE DEPOT CARD PLAN | ACCT 4465 | 22040053 |
| 00-5-0101 | RIGHT OF WAY | 100.00 | JAMES C. BLOCK | ABSTRACT FENCE REPLACE | 22040049 |

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BOARD PREAPPROVAL REPORT
ROAD & BRIDGE
FROM 04/08/2022 TO 04/08/2022

| Account # | Description | Account Amt | Vendor | Invoice Description | Claim # |
|----------------------------------|------------------------------|-------------|---------------------------|-----------------------------|----------|
| 00-5-0101 | RIGHT OF WAY | 50.00 | JEROME PROKOP, JR. | ABSTRACT | 22040054 |
| 00-5-0101 | RIGHT OF WAY | 50.00 | ROBERT K. ZNAMENACEK | ABSTRACT | 22040056 |
| 00-5-0102 | EASEMENT AND OTHERS | 1,649.84 | JAMES C. BLOCK | ABSTRACT FENCE REPLACE | 22040049 |
| 00-5-1302 | ENGINEERING FEES | 18,292.50 | SPEECE-LEWIS ENGINEERS | INV 11585 INV 11595 INV 115 | 22040055 |
| 00-5-1306 | DRUG TESTING FEES & SUPPLIES | 175.00 | CRETE AREA MEDICAL CENTER | ACCT 5473460 | 22040050 |
| 705-00 BRIDGE/ROAD MAINTENANCE | | 24,750.21 | ***** | | |
| 0300 ROAD & BRIDGE FUND | | 24,750.21 | ***** | | |
| 630-00 DISTRICT COURT-BAILIFF | MILEAGE | 107.64 | KATHY HOMOLKA | MILEAGE | 22040057 |
| 630-00 DISTRICT COURT-BAILIFF | | 107.64 | ***** | | |
| 0900 DISTRICT COURT-BAILIFF FUND | | 107.64 | ***** | | |
| 879-00 VISITORS PROMOTION | VISITOR PROMOTION | 1,250.00 | CRETE CHAMBER OF COMMERCE | REIMBURSE | 22040058 |
| 879-00 VISITORS PROMOTION | | 1,250.00 | ***** | | |
| 0990 VISITORS PROMOTION FUND | | 1,250.00 | ***** | | |
| 879-00 VISITOR IMPROVEMENT | VISITOR PROMOTION | 1,000.00 | AMERICAN LEGION HAWES-WOO | REIMBURSE | 22040059 |
| 879-00 VISITOR IMPROVEMENT | | 1,000.00 | ***** | | |
| 0995 VISITORS IMPROVEMENT FUND | | 1,000.00 | ***** | | |

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BOARD PREAPPROVAL REPORT
VISITORS IMPROVEMENT
FROM 04/08/2022 TO 04/08/2022

| Account # | Description | Account Amt | Vendor | Invoice Description | Claim # |
|-----------|-------------------------------------|-------------|---------------------------|---------------------------|----------|
| 612-00 | EMPLOYEE WELLNESS | | | | |
| 00-2-2500 | CONSULTING/EDUCATION SERVICE | 50.00 | MADONNA REHAB HOSP-FIT FO | INV FFW8853 | 22040060 |
| 00-2-5631 | BLOOD TESTS | 6,157.00 | MADONNA REHAB HOSP-FIT FO | INV FFW8853 | 22040060 |
| | | ***** | | | |
| | 612-00 EMPLOYEE WELLNESS | 6,207.00 | | | |
| | | ***** | | | |
| | | ***** | | | |
| | 1502 EMPLOYEE WELLNESS FUND | 6,207.00 | | | |
| | | ***** | | | |
| 837-00 | AGING SERVICES | | | | |
| 00-1-1400 | PROGRAM EXPENSE | 228.00 | SAMANTHA COSAERT | PROGRAM | 22040062 |
| 00-1-1400 | PROGRAM EXPENSE | 150.00 | MARCIA EMAL | MARCH CRETE MARCH DRCHSTR | 22040064 |
| 00-1-1400 | PROGRAM EXPENSE | 127.50 | DARLENE PRIBYL | MARCH CRETE MARCH FRIEND | 22040066 |
| 00-1-1400 | PROGRAM EXPENSE | 9.94 | VISA | ACCT 3108 | 22040067 |
| 00-1-1400 | PROGRAM EXPENSE | 511.78 | VISA | ACCT 8975 | 22040068 |
| 00-2-0100 | POSTAL SERVICE | 175.70 | MILLER MAILING SERVICE | INV 1901532 | 22040065 |
| 00-2-4442 | DEWITT PASS THRU | 900.00 | DEWITT SENIOR CENTER | MEMORIAL MONEY | 22040063 |
| 00-2-9900 | MISCELLANEOUS | 1,250.00 | AGING PARTNERS ACCOUNTING | INV FY2122UPT | 22040061 |
| 00-2-9900 | MISCELLANEOUS | 5.00 | VISA | ACCT 8975 | 22040068 |
| 00-3-0209 | FUEL | 28.78 | VISA | ACCT 8975 | 22040068 |
| | | ***** | | | |
| | 837-00 AGING SERVICES | 3,386.70 | | | |
| | | ***** | | | |
| | | ***** | | | |
| | 2250 AGING SERVICES FUND | 3,386.70 | | | |
| | | ***** | | | |
| 672-00 | DRUG COURT | | | | |
| 00-2-0200 | TELEPHONE SERVICES | 120.03 | VERIZON WIRELESS | INV 9900303474 | 22040070 |
| 00-2-2515 | CONTRACTED SERVICES | 1,200.00 | KALKWARF & SMITH LAW OFFI | APRIL 2022 | 22040069 |
| | | ***** | | | |
| | 672-00 DRUG COURT | 1,320.03 | | | |
| | | ***** | | | |
| | | ***** | | | |
| | 2390 DRUG COURT FUND | 1,320.03 | | | |
| | | ***** | | | |
| 666-00 | JUVENILE SERVICES AID PROGRAM GRANT | | | | |
| 00-1-0200 | SALARIES | 1,047.37 | ANITA STOUGARD | PROGRAM | 22040072 |
| 00-1-0201 | MENTAL HEALTH COUNSELING | 2,747.50 | FAMILY SERVICE ASSOC OF L | 22CB5230228202 | 22040071 |

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BOARD PREAPPROVAL REPORT
JUVENILE SERVICES AID PROGRAM GRA
FROM 04/08/2022 TO 04/08/2022

| Account # | Description | Account Amt | Vendor | Invoice Description | Claim # |
|-----------|--|-------------|---------------------------------------|---------------------|----------|
| 666-00 | JUVENILE SERVICES AID PROGRAM GRANT | 3,794.87 | | | |
| 2516 | JUVENILE SERVICES AID PROGRAM GRANT FUND | 3,794.87 | | | |
| 911-00 | COVID AMERICAN RESCUE PLAN | 23,117.45 | ANYTIME PLUMBING & HEATIN INV 23219VI | | 22040073 |
| 00-2-9900 | COVID AMERICAN RESCUE PLAN | | | | |
| 911-00 | COVID AMERICAN RESCUE PLAN | 23,117.45 | | | |
| 2580 | COVID AMERICAN RESUCE PLAN FUND | 23,117.45 | | | |
| 600-00 | 911 EMERGENCY MANAGEMENT FUND | 156.51 | WINDSTREAM | A#090935389111 | 22040074 |
| 00-2-0200 | TELEPHONE EXP (SURCHARGE) | | | | |
| 600-00 | 911 EMERGENCY MANAGEMENT FUND | 156.51 | | | |
| 2910 | 911 EMERGENCY MANAGEMENT FUND FUND | 156.51 | | | |
| 600-00 | 911 WIRELESS SERVICE FUND | 1,201.21 | WINDSTREAM | A#090935389111 | 22040075 |
| 00-5-1217 | 911 WIRELESS SERVICE FUND | | | | |
| 600-00 | 911 WIRELESS SERVICE FUND | 1,201.21 | | | |
| 2913 | 911 WIRELESS SERVICE FUND | 1,201.21 | | | |
| 653-00 | WIRELESS SERVICE-HOLDING | 19,596.17 | WINDSTREAM COMMUNICATIONS INV 3027116 | | 22040076 |
| 00-5-1217 | EMERGENCY PHONE 911 EQUIPMENT | | | | |
| 653-00 | WIRELESS SERVICE-HOLDING | 19,596.17 | | | |

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BOARD PREAPPROVAL REPORT
WIRELESS SERVICE-HOLDING
FROM 04/08/2022 TO 04/08/2022

| Account # | Description | Account Amt | Vendor | Invoice Description | Claim # |
|-----------|---------------------------------|-------------|-------------------------|---------------------|-----------------------|
| ***** | | | | | |
| 2914 | WIRELESS SERVICE-HOLDING FUND | 19,596.17 | | | |
| ***** | | | | | |
| 665-00 | LAW ENFORCEMENT COMMISSARY | | | | |
| 00-2-1900 | FOOD | 3,676.08 | SUMMIT FOOD SERVICE LLC | INV 2000137943 | INV 20001379 22040077 |
| 00-2-9900 | MISCELLANEOUS | 1,229.99 | SUMMIT FOOD SERVICE LLC | INV 2000137943 | INV 20001379 22040077 |
| ***** | | | | | |
| 665-00 | LAW ENFORCEMENT COMMISSARY | 4,906.07 | | | |
| ***** | | | | | |
| ***** | | | | | |
| 2965 | LAW ENFORCEMENT COMMISSARY FUND | 4,906.07 | | | |
| ***** | | | | | |
| ***** | | | | | |
| | GRAND | 139,454.17 | | | |
| ***** | | | | | |