



Saline County Board of Commissioners

Meeting Agenda

AGENDA

SALINE COUNTY BOARD OF COMMISSIONERS

SALINE COUNTY COURTHOUSE

Wilber, NE

9:30 AM

DATE: January 31, 2023

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 - Approve/disapprove minor sub-division at NE 1/4 14-7-2(Eret)

Assessors Office Update - CAMA system

Discuss/Approve Resolution #2023-07 - New Pledged Collateral from City Bank & Trust Company. Par value \$500,000.00 being CUSIP #912828T26

Discuss/Approve Resolution #2023-06 - elease of Pledged Collateral from City Bank & Trust Company. Par value \$250,000.00 being CUSIP #912828ZL7

Discuss/Approve the 2023 Union Contract

Discuss the establishment of a uniform policy including a set dollar limit, for the expenditure of public funds, for the items of value awarded to elected or appointed officials, employees or volunteers, including persons serving on local government boards or commissioners

Discuss/Approve Interlocal Agreements with Jefferson County regarding Emergency Management and Weeds

Discuss/Approve the Subaward agreement including any addenda and attachments entered into by and between the City of Lincoln and Saline County to provide ARPA funding to be used for services that meet the requirements of the Older Americans Act

David Solheim, County Attorney - Discussion of case management system and related technological upgrades in the county attorney's office

RESOLUTIONS TO TRANSFER FUNDS

HIGHWAY SUPERINTENDENT - ROAD AND BRIDGE MATTERS

Discuss and Approve/disapprove proposal for engineering fees for structure C007614310P.

Discuss and Approve/disapprove Engineering contract for structure C007602625.

Discuss and Approve/disapprove Engineering contract for structure C007601803

Discuss and Approve/Disapprove Nextlink request to Occupy Right of way to bore under County Road.

Discuss and approve/disapprove possibly upgrading semi tractor.

CLAIMS APPROVAL

11:30 COUNTY GENERAL ASSISTANCE AND CLOSED SESSION MATTERS

Personnel Issue

ADJOURNMENT

SALINE COUNTY BOARD OF COMMISSIONERS

The regular meeting of the Saline County Board of Commissioners was called to order at 9:33 a.m. on Tuesday, January 17, 2023, by Chairperson Phil Hardenburger. Present were Hardenburger, Russ Karpisek, Marvin A. Kohout, Janet J. Henning and Stephanie A. Krivohlavek Commissioners, County Clerk Anita K. Bartels and County Attorney David Solheim.

Notice of said meeting was posted in the County Clerk's Office and published in all three county newspapers on January 11, 2023, in compliance with State Statutes.

Hardenburger advised those present of the open meetings act posted at the back of the room and that all proceedings are electronically recorded.

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

Karpisek moved to approve the minutes of the January 3, 2023 meeting, seconded by Krivohlavek. Voting aye were Kohout, Krivohlavek, Hardenburger, Henning and Karpisek, nays none, motion carried.

Under Correspondence, Bartels reported receiving from Norris Public Power District a Construction Work Plan for 2023-2024; an email with Jefferson County Clerk Kris Riggle regarding the Interlocals between Jefferson and Saline County for Emergency Management and Weed Services; from the City of Crete their January 17th agendas for the City Council and Public Works, Personnel, Legislative Development and Finance Committees; the County received \$50,000.00 from the Local Assistance and Tribal Consistency Fund; and County Government Day has been scheduled for March 8, 2023.

Hardenburger reported on meeting with Highway Superintendent Bruce Filipi and Crete City Administrator Tom Ourada regarding the North Boswell Project; he spoke with Brad Swiggart at Northwestern Mutual regarding self-funded insurance, held a discussion with John Peterson regarding the Hometown Housing Project's survey responses, which will be available on January 30, 2023 and he visited with the Crete Area Industrial Development Corporation regarding the possible availability of ARPA funds.

Kohout reported discussing with John Emergency Manager John McKee, reviewing the Interlocal Agreements with Jefferson County for Emergency Manager and Weed Services. The Jefferson County Board is going to discuss the Interlocals at their January 24, 2023 meeting.

Under Report of Officials, Krivohlavek report on meetings with the Veteran Service Committee, Saline County Area Transit and Saline County Aging Services.

Karpisek reported a meeting and discussions held with Todd Bell regarding the Union negotiations/contract and an upcoming Employee Wellness meeting.

Kohout reported on meetings with the University Extension Dean, Planning & Zoning Committee, Mutual Aid, Employee Wellness, NACO and Legislative Conference.

Henning reported on meetings with Region V and Public Health Solutions.

Hardenburger reported he participated in the Extension office interviews to fill the vacant extension office position and meetings with the Saline County Ag Society, Blue Valley Community Action and spoke with the Grass Roots Leadership Group.

Approval of the 2023 Union Contract was tabled due to not receiving the written ratification from Union Rep Todd Bell.

Henning moved to approve the December 2022 Clerk of the District Court Fees in the amount of \$13,081.98, seconded by Krivohlavek. Voting aye were Krivohlavek, Hardenburger, Henning, Karpisek and Kohout, nays none, motion carried.

Henning moved to approve the December 2022 County Clerk Fees in the amount of \$28,467.86, seconded by Krivohlavek. Voting aye were Hardenburger, Henning, Karpisek, Kohout and Krivohlavek, nays none, motion carried.

Henning moved to approve the December 2022 County Sheriff Fees in the amount of \$4,432.30, seconded by Karpisek. Voting aye were Henning, Karpisek, Kohout, Krivohlavek and Hardenburger, nays none, motion carried.

Weed Administrator Lyle Weber presented the Nebraska Department of Agriculture Weed Report for approval. Henning moved to approve, seconded by Kohout. Voting aye were Karpisek, Kohout, Krivohlavek, Hardenburger and Henning, nays none, motion carried.

Kohout moved to update the signatories for the Saline County Imprest Account XXX 620 to include Anita K. Bartels, Dee Drake, Jennifer Hermsmeier, Phil

Hardenburger and Stephanie Krivohlavek, removing Russ Karpisek. Motion was seconded by Henning. Voting aye were Kohout, Krivohlavek, Hardenburger, Henning and Karpisek, nays none, motion carried.

County Attorney David Solheim and Sheriff Alan Moore discussed with the Board, the duties of the County Coroner and the delegating of those duties per State Statutes, with no action taken.

Karpisek moved to approve Addendum #1 to the Zuercher Agreement, adding the City of Milford to the current interlocal, seconded by Henning. Voting aye were Krivohlavek, Hardenburger, Henning, Karpisek, and Kohout, nays none, motion carried.

Karpisek moved to approve the Stanard Appraisal Maintenance Agreement, for the assessment of commercial property, seconded by Krivohlavek. Voting aye were Hardenburger, Henning, Karpisek, Kohout and Krivohlavek, nays none, motion carried.

Discussion was held on the establishment of a uniform policy, including a dollar limit for expenditures of public funds, for item of value awarded to elected or appointed officials, employees or volunteers, including persons serving on local government boards or commissions, with no action taken pending additional information.

At 10:35 a.m. Hardenburger announced a recess;

At 10:47 a.m. Hardenburger announced the Board would reconvene;

Krivohlavek moved to approve the Treasurer’s July 2022 – December 2022, Semi Annual Report, seconded by Karpisek. Voting aye were Henning, Karpisek, Kohout, Krivohlavek and Hardenburger, nays none, motion carried.

County Treasurer Debbie Spanyers presented an official Listing of Certificates of Deposits and Investment Balances and a Six Month Listing of Pledged Collateral Activity.

Highway Superintendent updated the Board on various road projects, including tree removal and replacing rusted out culverts.

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

GENERAL FUND

General Fund Payroll	Salary & Taxes	221,034.96
A&F Construction	Building Maint	90.00
Barnas Drug	Supplies	255.55
Capital City Transfer	Contract	326.50
Carrot-Top Industries	Supplies	113.98
City of Wilber	Utilities	8,226.22
Clerk of The District Court Assn	Training	125.00
Crete Ace Hardware	Supplies	149.97
Crete Ace Hardware	Supplies	16.98
CAMC	Contract	246.07
City of Crete Ambulance Service	Reimburse	700.00
Crowne Plaza	Training	259.90
Culligan	Contract	169.75
Wendy Cutting	Supplies	420.00
Dewitt Volunteer Fire & Rescue	Reimburse	300.00
Dorchester Volunteer Fire Dept	Reimburse	400.00
Eakes	Office Supplies	2,505.32
Ecolab	Supplies	758.51
Farmers Coop	Fuel	1,085.61
Bruce Filipi	Reimburse	50.00
First State Bank	Contract	20.00
First Wireless	Equipment	1,386.50
Friend Community Healthcare System	Contract	780.00
Greatamerica Financial Svcs	Contract	337.63
Heath Sports	Uniform	238.88
Jefferson County Emergency Mgmt	Contract	4,350.00
Kiner Supply	Supplies	604.57
Matthew Kosmicki	Attorney Fees	1,770.18
Matthew Bender & Co	Supplies	324.31

Mallory Safety	Supplies	282.85
Microfilm Imaging Systems	Contract	150.00
Microtel Inn & Suites	Training	504.00
MIPS	Contract	5,246.57
MMC Mechanical	Supplies	1,642.86
NACO	Dues	4,300.31
Nebraska Assn of County Assessors	Dues	60.00
Nebraska Health & Human Svcs	Contract	738.38
Nebraska.Gov	Contract	1.00
NIFCO	Building Maint	1,632.67
NPPD	Utilities	238.00
Physicians Laboratory	Contract	5,305.00
PIP	Supplies	1,121.10
Region V Systems	Contract	11,371.75
Sack Lumber	Supplies	201.21
Saline County Court	Reimburse	651.00
Saline County Sheriff	Reimburse	549.62
Sapp Bros	Fuel	6,492.51
Secretary of State	Contract	20.00
Seward County Independent	Print & Publish	1,043.71
Shop Qwik	Fuel	116.17
Sid Dillon	Supplies	60.39
Solheim Law	Contract	4,680.00
Sparq Data	Contract	3,500.00
Stanard Appraisal Services	Contract	5,067.00
Summit	Supplies	9,283.87
Thomson Reuters	Contract	155.57
Timekeeping Systems	Supplies	69.74
Unite Private Networks	Communication	13,735.23
Visa	Office Equip	63.29
Visa	Postage	9.55
Visa	Communication	52.00
Visa	Fees	50.00
Visa	Supplies	158.17
Visa	Supplies	69.00
Visa	Training	321.71
Walker	Supplies	72.82
Walker	Supplies	78.83
City of Wilber Ambulance Service	Reimburse	2,300.00
Yankee Hill Veterinary Hospital	Contract	265.88
41 Auto	Supplies	26.48
41 Auto	Supplies	1,067.40

ROAD FUND

Road Fund Payroll	Salary & Taxes	35,516.31
Ace Irrigation	Supplies	37,110.90
AKRS Equipment	Equipment Rpr	1,478.60
Beatrice Concrete	Gravel	2,649.96
Beaver Hardware	Supplies	574.95
City of Crete	Utilities	357.11
City of Friend	Utilities	460.48
City of Wilber	Utilities	155.39
Crete Ace Hardware	Supplies	125.87
Crete Auto	Supplies	657.80
Crete Lumber	Supplies	19.99
Farmers Coop	Fuel	22,573.80
Farmers Union Coop	Supplies	3,876.68
Fastenal	Supplies	134.20

G & P Development	Contract	244.77
Linde Gas	Supplies	88.62
Delmar Mares	Reimburse	64.00
MHC Kenworth	Supplies	6.34
David Michl	Reimburse	16.00
NMC Exchange	Equipment Rpr	5,028.40
NPPD	Utilities	559.84
Plymouth Electric	Supplies	223.50
RDO Truck Center	Supplies	625.12
Sapp Bros	Fuel	3,522.30
Speece-Lewis	Engineer Fees	1,186.13
Truck Center Companies	Supplies	23.04
Village of Dorchester	Utilities	201.50
Village of Tobias	Utilities	56.40
Village of Western	Utilities	87.25
Visa	Supplies	219.12
Waste Connections	Utilities	236.78
Young's Welding	Supplies	193.85
41 Auto	Supplies	154.32
BAILIFF FUND		
Bailiff Fund Payroll	Salary & Taxes	1,587.82
Kathy Homolka	Mileage	161.25
VISITOR'S PROMOTION FUND		
Friend Historical Society	Reimburse	932.07
VISITOR'S IMPROVEMENT FUND		
American Legion Post 101	Reimburse	1,949.47
Blue River Arts Council	Reimburse	1,000.00
AGING SERVICES FUND		
Jessica Acosta	Program	920.00
Anytime Plumbing	Building Maint	80.00
Samantha Cosaert	Program	345.00
Marcia Emal	Program	238.13
Farmers Coop	Fuel	51.36
Food Mesto	Supplies	37.63
Hosanna Home Care	Program	80.00
Tia Kreshel	Program	480.00
Darlene Pribyl	Program	190.63
Visa	Program	174.55
Visa	Program	912.98
JUVENILE SERVICES GRANT FUND		
Family Service Assoc	Program	4,800.00
Anita Stougard	Program	1,065.00
AMERICAN RESCUE PLAN FUND		
First Wireless	Communication	34,270.60
INHERITANCE TAX FUND		
Evelyn Margaret Spilker Estate	Tax Refund	88.18
CRIME PREVENTION - LAW ENFORCEMENT FUND		
Bluepearl Operations		4,030.32
COMMISSARY FUND		
Barnas	Supplies	954.27
Bob Barker Company	Supplies	1,404.59
Eakes	Supplies	919.34
Summit	Supplies	6,257.18
Visa	Contract	86.52
ALL FUNDS		
Ameritas Life	Retire	34,572.85
Principal Dental	Dental Ins	2,179.51

Madison Nat'l Life	Life Ins	386.73
AFLAC	Ins	1,143.68
VSP	Eye Ins	498.52
Empower	Def Comp	2,428.00
First Concord	Café	1,925.20
Colonial Supp Ins	Ins	164.87
Madison Nat'l Life	Dis Ins	518.55
Teamsters	Dues	275.00
New York Life	Ins	95.64
Globe Life	Ins	239.78
Lancaster County Court	Garnish	204.20

At 11:07 a.m. Karpisek moved to enter closed session to discuss performance reviews and conduct interviews for the Planning & Zoning Committee and County Surveyor, seconded by Henning. Voting aye were Kohout, Krivohlavek, Hardenburger, Henning and Karpisek, nays none, motion carried.

At 1:56 p.m. Karpisek moved to exit closed session, seconded by Kohout. Voting aye were Krivohlavek, Hardenburger, Henning, Karpisek and Kohout, nays none, motion carried.

Hardenburger announced no action was taken in closed session.

Krivohlavek moved to approve an eight percent (8%) annual increase for Maintenance Supervisor Dan Johnson, Highway Superintendent Bruce Filipi, Veteran Service Officer Scott Davis, Planning & Zoning Administrator Lyle Weber and Aging Services Director Lori Moldenhauer, seconded by Henning. Voting aye were Hardenburger, Henning, Karpisek, Kohout and Krivohlavek, nays none, motion carried.

Karpisek moved to appoint Jeff Koll and Gary Veprovsky to the Saline County Board of Adjustments, seconded by Henning. Voting aye were Karpisek, Kohout, Krivohlavek, Hardenburger and Henning, nays none, motion carried.

Krivohlavek moved to appoint Mary Jo Weber, Keith Muller and Dave Hermsmeier to the Planning & Zoning Board, seconded by Karpisek. Voting aye were Henning, Karpisek, Kohout, Krivohlavek, and Hardenburger, nays none, motion carried.

Henning moved to appoint Chris Witulski as County Surveyor, seconded by Karpisek. Voting aye were Kohout, Krivohlavek, Hardenburger, Henning and Karpisek, nays none, motion carried.

There being no further business to come before the Board, the meeting was adjourned at 2:05 p.m. The next regular meeting will be on Tuesday, January 31, 2023 at 9:30 a.m. in the Saline County Commissioners' Room, Court House, Wilber, NE.

ATTEST:

Anita K. Bartels, County Clerk

Janet J. Henning

Stephanie A. Krivohlavek, Vice-Chairperson

Marvin A. Kohout

Phil Hardenburger, Chairperson

Russ Karpisek

I, Anita K. Bartels, County Clerk in and for Saline County, do hereby certify that the minutes of the previous meeting held on January 3, 2022 were approved as presented.

Anita K. Bartels, County Clerk

Janet J. Henning

Stephanie A. Krivohlavek, Vice-Chairperson

Marvin A. Kohout

Phil Hardenburger, Chairperson

Russ Karpisek

Resolution 2023-07
Approving of Securities

Of
City Bank and Trust

It was moved by _____ that the following resolution be adopted.

RESOLVED that application for designation as County Depository by **City Bank & Trust, Crete NE** and that the deposit of the following securities aggregating in the amount the sum of:

\$500,000.00 Cusip #912828T26

as a pledge to secure deposits of the public moneys of this county in said Bank be and the same hereby is approved as to said securities and the deposit thereof with said trustee, on condition that said trustee issue its trust receipt therefore, as provided for by Section 77-2328 R.S.Neb. 1943.

RESOLVED, further, that said trust receipt when issued by said trustee shall be deposited by said Bank with the County Clerk of this County in lieu of the deposit of said securities with said County Clerk as a pledge to secure the deposit of said moneys in said Bank.

RESOLVED, further that such trust receipt shall contain the following provisions which shall constitute the terms and conditions of the escrow.

I

When the interest coupons attached to said bonds become due, the proceeds of collection shall be applied to the credit of said bank.

II

The above securities shall be delivered to said bank only: (1) upon the joint order of the County Clerk and County Commissioners or Board of Supervisors of said county with resolution approving substitution of other securities, or (2) upon receipt of certificate of said County Treasurer that all deposits secured thereby have been repaid.

III

On presentation by the bank to the trustee of a certificate from the County Treasurer under seal, stating the amount of the deposits in said bank, together with a certified copy of a resolution of the County Board approving such withdrawal, the trustee may deliver to said bank designated securities in excess of 110 percent of the deposits based on the then market value of securities deposited.

IV

The above securities shall be delivered to the County Clerk of said county upon written demand, (without further responsibility on the part of the trustee) supported by certified copy of resolution of the County Commissioners or Board of Supervisors of said county and

(1) a certificate from the office of the Department of Banking, under seal certifying that possession of said bank has been taken by said Department, or

(2) proof that a receiver of said bank has been applied for, with an affidavit signed by the County Clerk and attested by the County Treasurer under seal, or

(3) an affidavit of the Treasurer of said county that said bank has been unable to pay any check drawn by him on said bank.

Said county shall have the right to dispose of said securities and reimburse the county to the extent and for the amount of the deposit with interest in said bank.

The trustee may at any time act in reliance upon the signature of any public officer, attested by his official seal, without liability to either the county or said bank.

VI

Said securities shall be held by the trustee without cost to the county and said bank shall pay all costs, expenses and charges for the safekeeping, transportation and handling of said securities. The county shall not be responsible for any loss of said securities or coupons thereon.

VII

The trustee will give to said securities the same care it gives to its own property, but beyond that it will not and does not assume any responsibility.

VIII

RESOLVED, further, that a copy of this resolution duly certified by the County Clerk of this County be transmitted to said trustee, and shall constitute the escrow agreement.

The motion was seconded by _____ and on roll call, the vote was as follows:

AYES	NAYS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The chairman declared the resolution adopted.

This is to certify that the foregoing is a true and correct copy of the resolution duly adopted by the County Board of Saline County, Nebraska, at a regular meeting of said Board held at Wilber, Nebraska, on the 31st day of January 2023, at which a quorum was present as shown by the minutes of said meeting and that said resolution is now in full force and effect.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 31st day of January, 2023.

County Clerk of Saline County, Nebraska

OFFICIAL SEAL

RESOLUTION #2023-06

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
SALINE COUNTY, NEBRASKA

WHEREAS, **City Bank & Trust**
is a duly authorized bank of the State of Nebraska; and

WHEREAS, **City Bank & Trust** asked for release of pledged securities in the amount
of
\$250,000.00 Cusip #912828ZL7

WHEREAS, the County Treasurer of Saline County, Nebraska asked that the securities
be released as requested.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of Saline
County, State of Nebraska, hereby delegates authority to the County Treasurer of Saline
County, State of Nebraska, to released, the pledged securities hereinabove, upon her
receipt on behalf of Saline County, of valid securities pledged if so needed.

DATED this 31st day of January, 2023.

Board of Commissioners for Saline County, State of Nebraska

Chairman

Attest:

County Clerk, Saline County

Saline County Roads
December 27, 2022

1) Article 15 – Retirement Benefits
Discussed

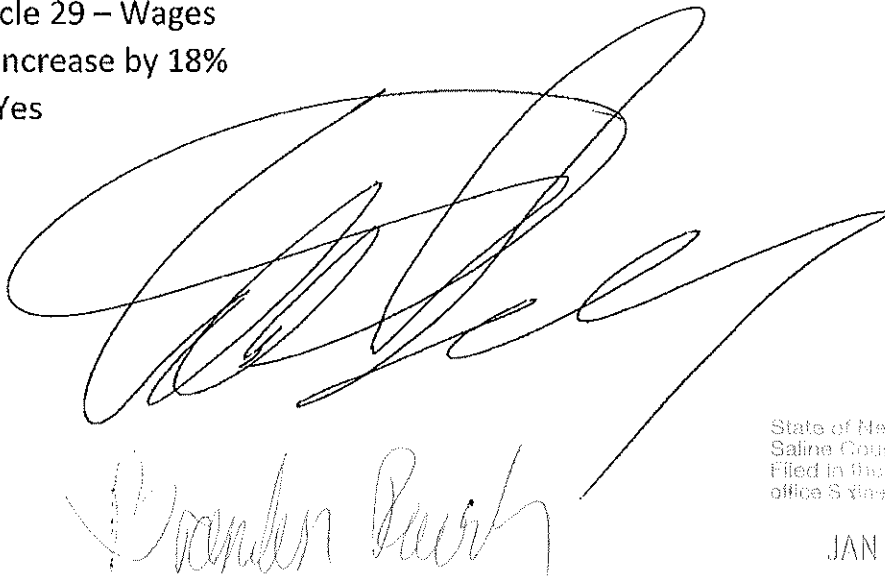
2) Article 27 – Duration of Agreement
1 Year – January 1, 2023 thru December 31, 2023

3) Article 28 – Insurance
No

4) Article 28 – Insurance
3. The employee agrees to pay the first \$400.00 of the \$2,600.00 deductible under the health insurance (employee only coverage) and the County agrees to pay the remaining \$2,200.00 of the deductible. The employee with employee and spouse/children coverage or employee and family coverage agrees to pay the first \$800.00 of the \$5,200.00 deductible and the county agrees to pay the remaining \$4,400.00 of the deductible.

5) Article 28 – Insurance
5. The County will continue with the present Dental Plan with Principal Life Insurance Company

6) Article 29 – Wages
Increase by 18%
Yes



State of Nebraska } SS
Saline County
Filed in the County Clerks
office Saline County, Nebraska

JAN 20 2023

at o'clock and minute
County Clerk

AGREEMENT
BETWEEN
THE COUNTY OF SALINE, NEBRASKA
AND
GENERAL DRIVERS & HELPERS UNION
LOCAL #554
(January 1, 2023 – December 31, 2023)

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PREAMBLE

This Agreement, by and between the County of Saline, Nebraska (hereinafter referred to as the "Employer"), and the General Drivers & Helpers Union, Local #554 (hereinafter referred to as the "Union"), is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the Roads Department as described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lockouts, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 1 UNION RECOGNITION

Section 1. Scope of Unit. The County recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and working conditions for regular full-time employees of the Roads Department ("Department"), but specifically excluding the Highway Superintendent, Assistant Highway Superintendent, Bridge Foreman, Mechanic, office clericals, supervisors, confidential employees, temporary (seasonal) employees, guards and part-time employees.

Section 2. Exclusion of Supervisors. The term "supervisory" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The Employer and the Union are in agreement that employees employed as Supervisors shall be excluded from the bargaining unit.

Section 3. Exclusion of Confidential Employees. The term "confidential employee" means any individual who in the regular course of his duties works with, has access to, or possesses information relating to the Department's labor relations matters. The Employer and the Union are in agreement that employees employed in confidential positions shall be excluded from the bargaining unit.

Section 4. Exclusion of Temporary (Seasonal) Employees. The term "temporary employee" (to include the term "seasonal") means any individual hired for a period of time not to exceed six (6) months. The Employer and the Union are in agreement that employees employed in temporary (seasonal) positions shall be excluded from the bargaining unit.

Section 5. Exclusion of Part-Time Employees. The term "part-time employee" means any individual who works in a position which normally required less than forty

(40) hours of work per week. The Employer and the Union are in agreement that employees employed as part-time employees shall be excluded from the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights. All Management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the Employer heretofore possessed and hereinafter granted by virtue of law, regulations or resolutions.

Section 2. Inherent Management Rights. The Union acknowledges the concept of "inherent management rights" and agrees that this concept shall be made fully applicable to the terms of the Agreement with respect to the utilization of the grievance procedure of this Agreement and with respect to any exercise of this Article.

Section 3. Listing of Management Rights. In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer:

- a) The right to determine, effectuate and implement the objectives and goals of the Department.
- b) The right to manage and supervise all operations and functions of the Department.
- c) The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue Department operations, work shifts and working hours.
- d) The right to establish, modify, change and discontinue work standards.
- e) The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of Department property; suspend, demote, discharge or take other disciplinary action against employees for just cause; and to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue Department operations or other legitimate reasons.

- f) The right to increase, reduce, change, modify and alter the size and composition of the work force.
- g) The right to determine, establish, set and implement management organization policies of the Department for the selection, training, transfer and reorganization of employees.
- h) The right to create, establish, change, modify, subcontract and discontinue any Department function, operation, and department.
- i) The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health and protection of Department property and personnel.
- j) The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures, policies and other terms and conditions of employment of the Department which are not in conflict with this Agreement or state statute.
- k) The right to determine and enforce employee work abilities and quality and quantity standards.
- l) The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- m) The right to maintain order and efficiency.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer.

ARTICLE 3 UNION BUSINESS

Section 1. Negotiations. Union officials, not exceeding two (2) in number, may be granted leave from duty without pay for conventions, educational conferences or conducting of Union business, when it has been determined by the Employer that such absences will not hinder the effective operation of the Department.

ARTICLE 4 PROHIBITION OF STRIKES

Section 1. General Prohibition. The Union acknowledges that Section 48-821 of the Statutes of the State of Nebraska prohibits strikes. The Union agrees to abide by the laws of the State of Nebraska and to continue to protect the citizens of this community at all times including during periods of labor disputes.

Section 2. Union Obligations. If a strike, slowdown or work stoppage occurs involving bargaining unit members which in any way hinders, delays, limits or suspends the continuity or efficiency of any service of the Department, the Highway Superintendent shall promptly notify the Union representative as designated in this Agreement. Upon receipt of such notification, the Union agrees to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement and to urge such employees to cease such activity. The Union also agrees to use its best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible.

ARTICLE 5 Check-Off of Dues

Section 1. Dues Check Off - The County shall, in accordance with the provisions of this Article, deduct certified regular monthly union dues from the pay of each employee, provided that at the time of such deduction the County has in its possession an unrevoked written authorization, executed by the employee.

Section 2. Such written authorization may be cancelled or revoked by the Teamsters Union by written notification thereof to the County.

Section 3. The effective date of written authorization or written cancellation or revocation shall be the first day of the check-off payroll period immediately following receipt by the County.

Section 4. The County shall, within fourteen (14) days from the pay date of such payroll deductions, remit to the Treasurer of the Union the amounts thereof showing the names of the contributing employees.

Section 5. The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County under the provisions of this Article.

Section 6. The County shall check-off certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off,

such dues shall not be deducted from subsequent pay periods. In such event, it shall be the Union's responsibility to collect these dues from the employee. If the County deducts dues pursuant to the provisions of this Agreement and the employee has made a duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

Section 7. The Union shall provide the County written notice of any certified change in the amount of monthly union dues.

ARTICLE 6 EQUAL OPPORTUNITY POLICY STATEMENT

Saline County endorses the philosophy of equal opportunity and treatment that does not discriminate among applicants or employees on the basis of race, color, religion, sex, national origin, political affiliation, marital status, age or disability. Applicants or employees capable of performing the essential functions of the job may not be discriminated against because of a physical or mental disability.

ARTICLE 7 HARASSMENT IN EMPLOYMENT

A. Policy

It is the policy of Saline County to provide a businesslike work environment free from all forms of employee discrimination including incidents of sexual harassment. No employee or member of the public shall be subjected to unsolicited and unwelcome sexual materials, overtures, or conduct, either verbal, written, or physical. Severe penalties including discharge will be imposed against those individuals who participate in incidents of sexual harassment.

B. Definition

Sexual harassment is the deliberate or repeated behavior of a sexual nature by one individual to another that is not welcomed, unasked for or rebuked by the other employee. The behavior can be verbal, nonverbal or physical in nature. Examples of sexual harassment could include, but are not limited to, the following:

1. Sexual comments of a provocative or suggestive nature
2. Jokes or innuendoes of a sexual nature
3. Suggestive or demeaning looks or leering
4. Creating an intimidating, hostile or offensive working environment

5. Making acceptance of unwelcome sexual conduct or advances or requests for sexual favors
6. Physical contact such as patting, pinching, hugging or brushing up against another body
7. Materials or photographs of a sexual nature in the workplace

Conduct of this type is improper if:

1. Submission to the conduct is either an explicit or in-explicit term or condition of employment.
2. Submission to or rejection of the conduct is used as a basis for employment decisions affecting the person involved.
3. The conduct has the purpose or effect of substantially interfering with an individual's work performance or environment.

C. Reporting Procedure

Should an instance of unlawful or sexual harassment occur, both the employee and County play a role in correcting the harassment.

An employee is responsible for pointing out the harassment. Any employee who believes he/she is being harassed is encouraged to:

1. Point out the offensive behavior to the person responsible for the behavior; and
2. Request that the offensive behavior stop.

Any employee who is not comfortable approaching the person responsible for the offensive behavior, or whose request to stop was unsuccessful, should notify any or all of the following:

1. The employee's immediate supervisor
2. The supervisor of the person responsible for the offensive behavior
3. The Highway Superintendent

Any employee, who believes he/she is being harassed by the Highway Superintendent, should notify a member of the County Board or the County Attorney.

No employee will be retaliated against for complaining of harassment.

Saline County is responsible for promptly correcting any harassment. When one of the supervisory individuals mentioned above is notified or becomes aware of possible harassment, he/she shall promptly investigate the situation. Corrective action shall promptly be taken whenever:

1. Any harassment or inappropriate behavior has occurred; or
2. A supervisor has tolerated the harassment or inappropriate behavior.

D. Investigation Procedure

A supervisory official as designated in Section C, in conjunction with the County Attorney, will ensure that a thorough investigation is carried out that respects the rights and dignity of all individuals concerned. The investigation will be conducted quickly, thoroughly and confidentially, and every effort shall be made to protect the rights of the accuser, as well as the accused. The following procedures will be followed in the investigation of a complaint of harassment:

1. If at all possible, the investigation shall begin the day the conduct is reported or discovered.
2. The employee will be encouraged to put the complaint in writing.
3. The supervisory official and the County Attorney will interview the complainant in a private area. The interview will be thoroughly documented and reviewed for accuracy with the complainant at the end of the interview.
4. The supervisory official and the County Attorney will interview the alleged harasser in a private area. The interview will be thoroughly documented and reviewed for accuracy with the alleged harasser at the end of the interview.
5. The supervisory official and the County Attorney will interview witnesses and others with relevant information in a private area. The interview will be thoroughly documented and reviewed for accuracy with the witnesses or other individuals interviewed.
6. Upon completion of a thorough investigation, the investigators will determine whether the complaint is substantiated or unsubstantiated.
 - a. Substantiated Complaint: If it is determined that there is evidence to substantiate the complaint, disciplinary action will be taken. The disciplinary action taken will depend upon the severity of the harassment, however the disciplinary procedure outlined in this manual will be followed in all cases. A record of disciplinary action taken will become a part of the harasser's personnel file. Once

disciplinary action is taken, supervisory personnel will ensure its effectiveness by continuing to monitor the situation.

- b. Unsubstantiated or Inconclusive Complaint: If it is determined that the complaint is unsubstantiated or if investigators are unable to conclude whether sexual harassment did or did not occur, both the complainant and the alleged harasser will be informed of the findings. The County's policy against harassment will continue to be enforced and the complainant will be encouraged to come forward again if he/she perceives harassment.
7. Whether substantiated or unsubstantiated, the investigators will meet with both the complainant and alleged harasser to notify them of the results of the investigation and any disciplinary measures that will be taken.
8. An investigation report will be prepared summarizing interviews, conclusions and discipline taken, if any. This report, along with notes, written complaints, statements and copies of relative documents will be maintained in a separate, confidential file by the Highway Superintendent.

ARTICLE 8 SAFETY POLICY

A. PREFICE

Safety is important to the county and to all employees. It is the County's intent to provide a safe workplace for an employee's protection. Accidents cost the county money through property loss, lost time from work and increased insurance costs. All employees are expected to participate in safety programs and meetings, promote safety awareness, bring forth safety suggestions, wear protective equipment as provided and follow safety rules. Safe work practices protect employees, their families, fellow employees and the county.

Each employee will be evaluated on safety activities, which will be recorded in their performance review. Failure to follow safety rules or using poor safety judgment can result in disciplinary action, up to and including termination of employment.

B. FOOTWARE ALLOWANCE

The County shall, in accordance with the provisions of this Article, provide on an annual basis adequate, safety footwear suitable for most workdays by which foot and toe safety is a manufactured element of the shoe or boot, and by which the

Highway Superintendent with cooperation and consultation with representative(s) of the bargaining group, so approve the varied options and selected purchase location each year for inclusion in the approved list of available choices. It is agreed this amount so agreed will not exceed \$175.00 of County funded dollars. Purchase or order amounts in excess of \$175.00 will be the responsibility of the member who has selected the footwear.

ARTICLE 9 DRUG-FREE WORKPLACE POLICY

A. PREFACE

We all must recognize that drug use and abuse negatively affects the County of Saline, the employee, job performance and co-workers. In this regard, The County of Saline has adopted a Drug-Free workplace policy effective May 18, 1993. While we hope that this policy protects and benefits the County of Saline, we hope even more that it protects and benefits the employee and co-workers and creates a safe and efficient work environment.

For the purposes of clarification, alcohol is considered a drug under this policy.

B. IMPAIRMENT PROHIBITED:

No employee shall report for work, or work impaired by any substance that is legal or illegal. "Impaired" means under the influence of a substance such that the employee's motor senses (i.e., sight, hearing, balance, reaction and reflex) or judgment either are or may be reasonably presumed to be affected.

C. POSSESSION PROHIBITED:

No employee at any work site will possess any quantity of any substance, legal or illegal, which in sufficient quantity could cause impaired performance, except for authorized substances. "Work site" means any office, building, or property (Including parking lots) owned or operated by the County of Saline or any other site at which an employee performs work for the County of Saline. "Possess" means to have a drug or drugs either in or on an employee's person, personal effects, motor vehicle, tools, and areas entrusted to the employee such as desks, files and Saline County's vehicles. The above provision is exempt from storing or holding a controlled substance due to the operation of law.

D. INSPECTIONS:

An employee's person, work area, desk, files, Saline County's motor vehicle, and similar areas are subject to inspection for drugs at any time on a random or any

other nondiscriminatory basis for purpose of complying with this policy. Similarly, an employee's own car, lunch box, personal containers, etc. may be inspected for drugs when brought onto any work site.

E. HELP AND MEDICAL TREATMENT:

- I. The County of Saline believes that drug use and abuse is an illness requiring medical treatment. In this regard, the County of Saline will:
 - a. Encourage affected individuals to voluntarily seek medical help.
 - b. Assist supervisors in dealing with associated problems related to the employees work performance. Discourage supervisors, fellow employees, and possibly family members from "covering up" for the affected individual.
2. If the employee seeks help prior to the discovery of drug use and abuse, then confidentiality, job security and promotional opportunities of the employee will be protected; if the employee does not seek help for drug abuse, and the problem comes to the attention of the County of Saline, then the employee will be subject to disciplinary action.
3. The County of Saline may refer an employee to a drug use and abuse-counseling agency for help because of deteriorating job performance or excessive absenteeism of the employee associated with use and abuse of drugs.

F. ELIGIBILITY FOR BENEFITS:

Since misuse of drugs is a treatable illness, and employee participating in the County of Saline medical insurance program may be eligible for insurance benefits if the same is allowed by the insurance policy schedule.

G. EFFECT ON SALINE COUNTY'S RULES:

It is emphasized that recognizing drug use and abuse as an illness does not detract from Saline County's rules and regulations in respect to intoxication on the job, or having drugs on Saline County property, which will continue to be enforced unless management approves otherwise.

H. DISCIPLINE:

Any violation of this policy may result in summary discipline for the employee, up to and including discharge.

ARTICLE 10 INTRODUCTORY PERIOD

The introductory period is used by the Highway Superintendent to observe the employee's ability to satisfactorily perform assigned duties and responsibilities. During the introductory period, the employee is expected to demonstrate the necessary skills and abilities to perform the duties for which he/she is employed. The Highway Superintendent, when assessing the employee's performance and suitability for continued employment, will pay particular attention to punctuality, attendance, willingness to work with others, and positive response to supervision. Successful completion of an introductory period does not imply guaranteed continued employment with the county.

- A. New Hire (including re-hire). All new full-time employees shall be required to serve an introductory period of six (6) calendar months from date of hire and shall be so notified. An employee shall be removed from original status on the day following the end of the introductory period, unless notified of extension or termination by the Highway Superintendent.
All new part-time employees shall be required to serve an introductory period of six (6) calendar months from the date of hire and shall be notified. An employee shall be removed from original status on the day following the end of the introductory period, unless notified of extension or termination by the Highway Superintendent.
- B. Introductory Period for Promotions. All employees who are promoted shall be required to serve an introductory period of ninety (90) days in the new job classification before being confirmed in the new appointment.
- C. Transfer During Introductory Period. An employee who is transferred (promotion, demotion, lateral move or move to a lower position) within a department while serving an introductory period may have his/her introductory period extended, at the discretion of the Highway Superintendent.
- D. Extension of Introductory Period. The Highway Superintendent may extend the introductory period of an employee for reasons of performance, or transfer for a period not to exceed a total of one (1) year from the date of hire or rehire or transfer. The employee shall be notified in writing of the extension.

The notification of extension shall include the specific period of extension. In cases of extension for performance reasons, the employee shall be provided specific performance improvement requirements.

Notification of extension must be accomplished before the expiration of the introductory period and shall NOT be backdated once the introductory period has ended.

- E. Completion of Introductory Period. Completion of the introductory period in no way implies neither a contract of continued employment with the county nor does it create a property interest in employment with the county. The employee and employer relationship is for the mutual benefit of both parties and either party may sever the relationship at their will at any time.
- F. Transfer Introductory Periods. In the case of personnel actions (lateral move, or move to a lower position), employees MAY be required by the elected or appointed official to serve an introductory period. The length of the introductory period is at the Highway Superintendent's discretion, but shall not exceed six (6) calendar months beginning on the date of the transfer.

If an employee cannot or does not perform satisfactorily in the position to which he/she is transferred, the Highway Superintendent may transfer the employee to another position of either the same salary grade or a lower salary grade. If no other position is available for transfer, the Highway Superintendent may reassign the duties of the employee, reclassify the employees to a classification of a lower salary grade, or terminate the employee.

ARTICLE 11 PERSONNEL

- A. **FULL TIME EMPLOYEE:** An employee who is hired to work a minimum of 40 hours per week, 52 weeks per year or the equivalent and is entitled to all employee benefits.
- B. **PART TIME EMPLOYEE AND TEMPORARY EMPLOYEE:** an employee hired on a part time or temporary basis and whose hourly rate of pay and term of employment is determined by the Highway Superintendent. There shall be four (4) classes of part time employees.
 - 1. Class A part time employee shall be those employees who work at least 50 hours per pay period but less than 80 hours per pay period. These employees shall be identified as regular part time employees. Their holiday pay and vacation shall be prorated to the amount of hours per pay period normally worked.
 - 2. Class B part time employee shall be an employee who works 40 hours or more per pay period but less than 50 hours per pay period on a regular basis. The part time employee may from time to time work in excess of 50 hours per pay period but will be considered as a Class B part time employee

until said employee works as a regular part time employee a minimum of 50 hours per pay period. Said Class B part time employee shall have their holiday pay and vacation time prorated to the amount of hours per pay period normally worked.

3. Class C part time employees shall be those employees who work less than 40 hours per pay period on an occasional basis. Class C employees are not entitled to holiday pay or vacation time.
4. Class D employees shall be identified as seasonal and/or temporary employees and will be hired on a temporary/seasonal basis only. Class D employees are not entitled to holiday pay or vacation time.

Part time Class A, B, C & D employees should reference the appropriate sections in this handbook for possible retirement, insurance and sick leave benefits.

Sample pro-rating of holiday pay and vacation time for Class A and Class part-time employees:

50 hours worked per period times 26 weeks = 1300 hours per year

1300 hours divided by 2080 hours per year = .625% part-time hours per year

10 days vacation times 8 hours per day times .625% = 50 hours allowed vacation time for a part-time 25 hour per week employee

12 days holiday time times 8 hours per day times .625%=60 hours of holiday pay

12.5 days holiday time times 8 hours per day times .625% = 62.5 hours of holiday time

ARTICLE 12 HOURS OF WORK

Regular hours of work each day shall be consecutive (except interruption for lunch periods) and shall consist of 40 hours to be worked normally in 5 consecutive 8 hour days. The workweek will commence at 12:01 a.m. on Saturday and end at 12:00 midnight on Friday. All employees shall be scheduled to work on a regular work shift, as designated by the Highway Superintendent, and each shift will have a regular starting and quitting time.

It is the policy of the County to keep accurate records regarding time worked (including overtime hours where applicable) and work attendance for non-exempt employees so that they may be compensated in compliance with Federal, State, and local guidelines concerning wages and compensation. Each employee is expected to record their own time on a County approved time sheet. You must record your time

before beginning work, at the beginning of your lunch period, upon returning from lunch and after finishing work. The County will round your time to the nearest 10th of an hour. It is the responsibility of each employee to see that their time sheet is completed accurately and to verify such accuracy, by their signature, prior to their time sheet being remitted for such pay period.

Road and bridge employees may have a summer work schedule which may vary from the regular hours described above.

Each pay period shall consist of two weeks. Time sheets are due in the county clerk's office by 9:00 a.m. the Monday following end of pay period. Employees will be paid every other Friday for hours worked in the previous two week period.

An employee will be granted a fifteen (15) minute rest period, restricted to the job site, during the approximate middle of each one-half (½) shift; provided, however, that the needs of the public are met.

Employees shall be given a reasonable notice of shift changes and starting times except in case of emergency to include but are not limited to snow, flood, tornado, wind damage, etc.

An employee called into work for an extra shift shall be entitled to a minimum of four (4) hours show up pay or the actual hours worked, whichever is greater.

Effective upon signing of this agreement by the parties, in any week in which paid holidays fall, the guaranteed workweek shall be reduced by eight (8), resulting in a 32 hour workweek [ten (10), resulting in a 30 hour workweek for summer work schedule] hours for each such holiday when such holidays fall within the scheduled workweek. All hours worked in excess of the hours in the workweek so reduced shall be paid at the rate of one and one-half (1½) times the regular rate, provided the holiday falls within the scheduled workweek.

The gravel truck driver overtime work on Fridays for the period of May through September shall be assigned to the qualified employee who signs up by April 1 based on seniority.

ARTICLE 13 COMPENSATION

A. OVERTIME

Employees that are deemed not exempt under the Fair Labor Standards Act (FLSA) and who work in excess of forty (40) hours per week, shall receive overtime

pay or compensatory time at a rate of time and one-half (1½) for all hours worked over forty (40).

For the purpose of computing overtime, the work week will commence at 12:01 a.m. Saturday and end at 12:00 midnight on Friday. Days off, such as vacation, sick leave, and holidays, shall not be included in the accumulation of hours worked.

Adjustments may be made to an employee's hours in an effort to maintain the hours worked by an employee at or below forty (40) in a week. Such adjustments must be made prior to the time an employee works forty (40) hours in a week. Once an employee has worked over forty (40) hours, payment for time in excess of forty (40) hours must be at time and one-half (1½) or given in compensatory time at time and one-half (1½). The Highway Superintendent and the employee shall agree to the method in which payment is to be made prior to working the overtime hours.

B. REGULATIONS

1. Authorization to work overtime shall be obtained from the employee's immediate supervisor prior to working overtime hours.
2. Failure to obtain authorization before working overtime may subject the employee to disciplinary action.
3. Employees working more than forty (40) hours per week must be credited overtime during the week in which it was earned and paid during the same pay period, if possible, or no later than the subsequent pay period; except in cases where compensatory time has been previously agreed upon in lieu of overtime payment.

C. COMPENSATORY TIME

Upon proper authorization, up to 116 hours of compensatory time may be accumulated by an employee. Time accumulated over the above noted amounts shall be paid at time and one-half rate. Payment of overtime shall be paid at the employee's current hourly rate. The county will allow the employee reasonable use of compensatory time. All unused compensatory time remaining when the employee leaves the employment of the county shall be paid at the employee's current hourly rate, or at the average rate for the final three years of employment, whichever is greater.

ARTICLE 14 WORKERS' COMPENSATION BENEFITS

Employees may receive worker's compensation benefits if injured on the job, or if they contract an employment-related disease. Worker's compensation benefits shall not be received if the employee was willfully negligent at the time of injury or under the influence of drugs or alcohol.

Employees shall report all such incidents or work related injuries to their supervisor **immediately upon notice of injury**, or as soon as practicable after the appearing thereof, according to Nebraska laws in order to obtain proper medical treatment and to complete the required forms. Eligibility for worker's compensation benefits is determined on the basis of an accurate report of the incident as well as the time frame in which it is reported.

The county clerk's office shall be notified as soon as possible of the injury and the date of the injury. A report showing the date of the incident, how it happened, name of doctor, names of witnesses and other information should be filed with the elected official. The county will pay his/her salary the first week while the employee is out of work due to the injury. The purpose of the salary payment will be to eliminate the employee from having to use sick leave. However, in the event workmen's compensation pays for that week then the employee shall reimburse the county for the amount paid by workmen's compensation. Payment shall be made to the county at the time employee receives payment from workman's compensation.

An employee may utilize earned sick leave to the extent that, when added to the compensation payable under workmen's compensation, it would equal the employee's regular rate of pay, but shall not exceed said employee's regular rate of pay at the time of injury.

An employee who is determined to be disabled and unable to work due to a work related injury would be compensated at an amount determined by the worker's compensation laws in effect at the time of injury or disability. Medical expenses incurred in the treatment of an injury or illness determined to be work related will be paid upon receipt of documented medical statements supporting the claim.

Among other benefits available under worker's compensation are rehabilitation, total and partial disability allowances and death benefits.

Employees with further questions may contact the NIRMA Office at 1-800-642-6671.

ARTICLE 15 RETIREMENT BENEFITS

1. Mandatory membership- Regular, full-time employees who work one half or more of the regularly scheduled work hours during each pay period must enroll in the Nebraska County Employees' Retirement System (which includes full and part-time class A & B employees.)

2. Voluntary Membership- Part-time employees (except Planning and Zoning Board members, Extension Board members, and Mental Health Board members) may elect voluntary membership if they work less than one-half of the regularly scheduled work hours during each pay period and attained the age of 20. Participation is also voluntary for permanent, full-time employees who work on a seasonal basis (includes class C & D employees).

3. Temporary Employees- Temporary employees are not permitted to join the NE County Retirement System (anyone not considered permanent full-time or part-time).

Once membership is elected, you are subject to all provisions of the plan and may not withdraw or cancel participation until employment ceases.

4. Vesting Credit- Prior Nebraska governmental plan participation may qualify as credit toward membership eligibility and vesting credit. If at the time you are hired by the county in which you have prior Nebraska governmental plan participation, that participation may be counted toward the five years required to vest in the county plan. However, to qualify you must complete an "Eligibility and Vesting Credit Application" **within 30 days** from your date of hire by the county. Please see your County Clerk or call the retirement office for the necessary form

Exceptions- the following employees do not participate in the county plan:

- a. Persons eligible for membership in the Nebraska School Employees' or Nebraska State Employees' Retirement Systems;

5. Contributions- As a member, you will contribute 4.5% of your gross earnings to an account established by you.

The county will match your contributions at the rate of 150%, which is credited to a separate employer account.

6. Investment Options- Retirement laws permit you a choice of investment options. Please refer to your County Retirement Investment Brochure for complete investment details.

7. Death Benefits- Refer to the current retirement handbook for death before retirement and death after retirement options.

8. Beneficiary Designation- updating your beneficiary designation will ensure that benefits are paid promptly and properly. You should review your choice of beneficiaries frequently, but especially when:

You retire;
You or one of your beneficiaries marries or is divorced;
One of your beneficiaries dies;
One of your beneficiaries changes his or her name;
You have a child.

9. Retirement Eligibility- you are eligible for retirement benefits on or after your 55th birthday, provided you are no longer working for the county.

10. Vesting- At age 55 you are "vested," which means you are eligible for the county matching account, regardless of how long you have been a member of the plan.

11. Benefits Determination- Determination of benefits is explained in the Retirement handbook.

12. Termination- If you quit working for the county before you are eligible to retire (retirement eligibility begins at 55), the options available are explained in detail in the retirement handbook.

Contact the County Clerk's Office for any forms you may need.

Contact the County Clerk's Office immediately, if you plan to terminate your employment or retire, for current information and procedure.

ARTICLE 16 LEAVES OF ABSENCE

The county may grant an employee the following leaves of absence. Each request for a leave of absence will be considered individually. The Highway Superintendent shall take into account the nature of the request and how such a request would affect the department. The Highway Superintendent in charge must approve any request for a leave of absence. No leave of absence may extend beyond one year.

A. UNPAID LEAVE OF ABSENCE

Employees must utilize all available paid leave time (sick leave, vacation, personal and compensatory time) prior to requesting an unpaid leave of absence. All benefits, including seniority, shall cease or be pro-rated, whichever is appropriate, during an unpaid leave. Arrangements may be made to continue insurance benefits on a limited basis by paying them in advance.

The County will attempt to hold open the position of an employee on an approved unpaid leave of absence, but it retains the right to fill the position should it become necessary. In that case, the employee on leave will be notified and offered the opportunity to return early. If he/she is unable to return, the County will attempt to secure a suitable position for the employee when he/she is available to return to work. Each request for leave must include the date the employee will return to work. Failure to report on the designated date without approval will be grounds for dismissal.

B. SICK LEAVE

1. PURPOSE

The purpose of sick leave is to provide a benefit to those eligible County employees who are unable to attend work due to illness, injury or temporary disabilities of themselves or their immediate families.

2. ACCRUAL AND ACCUMULATIONS

Full-time employees shall be credited sick pay benefits at a rate of three and eight one-hundredths (3.08) hours per pay period while employed in paid status, not including overtime hours.

Regular part-time employees under Class A and B (part-time employees) shall be credited sick pay benefits in pro-rated proportion against that of a 40-hour/week fulltime employee while employed in paid status, not including overtime hours.

Other employees under Class C & D (part-time employees) shall not accrue sick leave.

C. BALANCING OF SICK LEAVE

The sick leave account of each employee shall be balanced to a maximum of six hundred and forty (640) working hours on December 31 of each year. Sick leave may be accumulated in excess of six hundred and forty (640) hours during a year, but the excess shall be forfeited when balanced.

D. CONDITIONS FOR USING SICK LEAVE

1. When an employee is unable to report to work because of sickness, injury or temporary disability. Pregnancy, post-natal recovery and miscarriage shall be considered temporary disabilities.
2. When an employee needs to utilize earned sick leave for treatment for drug or alcohol addiction, injury, pregnancy or sickness, which renders an employee incapable of performing his/her required job duties.
3. When an employee's presence at work jeopardizes the health of others by exposing them to a contagious disease.
4. An employee may take sick leave if a member of his/her immediate family is sick or injured or needs to obtain medical, surgical, dental or optical examinations or treatments. For purpose of this section immediate family member shall mean spouse, child or parent. At the Highway Superintendent's discretion, the definition of immediate family may be broadened (guardian, foster parent, step children, etc). Employees may use vacation time for care of family members when their presence is helpful, but not essential, if approved by the Highway Superintendent.

E. REQUEST FOR SICK LEAVE

Sick leave shall be requested in advance when possible. In the case of illness, injury, emergency or any other absence not approved in advance, the employee shall inform the Highway Superintendent of the circumstances as soon as possible.

1. FOR SICK LEAVE APPROVAL, EMPLOYEES MUST DIRECTLY CONTACT THE HIGHWAY SUPERINTENDENT. An employee may be required by the Highway Superintendent to submit substantiating evidence when the reason for leave request is for medical, surgical, dental or optical examination or treatment.
2. Employees on sick leave for three (3) consecutive days shall be required to submit a physician's certificate, unless waived by the Highway Superintendent. The employee shall pay the cost of the appointment. For a lesser period of absence, the Highway Superintendent may, at his/her discretion, require evidence of illness from a physician or other reason as defined in this section.
 - a. Sick leave shall not be used as vacation leave, however, upon written request, vacation pay may be used to compensate during illness when all sick leave has been exhausted.

- b. Holidays that occur during the period an employee takes sick leave, will not be counted as sick leave and time will not be deducted from employee's sick leave.
- c. Sick leave shall be denied when the Highway Superintendent has facts showing that the employee is abusing sick leave.

F. SICK LEAVE UPON SEPARATION

Upon retirement or voluntary termination, sick leave which has accumulated up to a maximum of 640 hours for forty (40) hour a week employees may be converted to regular vacation time for pay purposes using the exchange rate of four (4) hours of sick leave for one (1) hour of vacation to be paid at the current hourly rate, provided the employee has been employed by the County for the last five (5) consecutive years.

G. CATASTROPHIC ILLNESS LEAVE DONATION

An employee requesting Catastrophic Illness Leave Donation should contact the Highway Superintendent to request information regarding this type of leave. Catastrophic leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.

Catastrophic illness leave eligibility requires that the employee have an illness or condition that meets the following criteria:

1. Has an illness or injury resulting in a prolonged absence of at least one continuous month during the past six months, or anticipates a prolonged absence of at least one continuous month,
2. Produces satisfactory medical verification,
3. Has one year of county service,
4. Has exhausted all earned leave time.

To ensure consistency with the Saline County System in determining whether the illness or condition warrants the use of the Catastrophic Illness Leave Donation Program, the Family Medical Leave Act guidelines, excluding normal pregnancy, birth of a child and/or adoption or foster care, will be followed which include, but are not limited to the following:

1. Inpatient care and subsequent treatment in connection with such care;
2. Continuing treatment by a health care provider, which includes a period of incapacity and any subsequent treatment or period of incapacity relating to the same condition.

Employees making donations must complete and sign a Donation Form for Catastrophic Illness Leave and send the form to the Saline County Clerk. Donated leave will be converted to a dollar value and then converted to hours based on the recipient's hourly rate of pay.

Once a request has been made by an employee for the Catastrophic Illness Leave Donation Program, all county employees will be notified of the request at the time of receiving their next pay check.

Employees may not donate any more than twenty-four (24) hours of their accumulated sick leave within one year.

H. VACATION LEAVE

Regular, full-time employees and part-time Class A & B employees shall earn vacation leave from their starting date but cannot take vacation leave until completion of their introductory period unless otherwise approved by the Highway Superintendent.

Part-time Class A & B employees earn vacation leave in proportion to the time that they work.

Employees shall be credited with vacation leave on a pay period basis at the rate of one-twenty-sixth (1/26th) of the total vacation allotted for the year. For the first pay period of employment, a prorated vacation credit will be calculated. Vacation leave may not be taken in less than one (1) hour increments. All requests for Vacation Leave require the prior approval of the Highway Superintendent.

Regular, full-time employees shall earn Vacation leave with continuous and uninterrupted employment in accordance with the schedule as set forth:

Year 1 – 40 hours	Year 9 – 112 hours
Year 2 – 80 hours	Year 10 – 120 hours
Year 3 – 80 hours	Year 11 – 128 hours
Year 4 – 80 hours	Year 12 – 136 hours
Year 5 – 80 hours	Year 13 – 144 hours
Year 6 – 88 hours	Year 14 – 152 hours
Year 7 – 96 hours	Year 15+ – 160 hours
Year 8 – 104 hours	

In order to encourage the use of vacation time, employees may only accrue a maximum of two-hundred and forty (240) hours of vacation leave time. If the maximum accrual of vacation is reached, there will be no additional accruals of vacation until the employee's balance drops below the maximum.

No vacation may be taken until it has been earned. The Highway Superintendent must approve advanced scheduling of vacation time.

Vacations shall be scheduled with the approval of the Highway Superintendent. Requests for vacation leave must be submitted to and approved by the Highway Superintendent.

Holidays occurring during an employee's vacation leave do not count as vacation time; such time is not deducted from the employee's vacation record.

Any employee who voluntarily or involuntarily terminates his or her employment will receive a lump sum payment for their unused accumulated vacation leave prorated to their date of termination. This shall include employees who voluntarily or involuntarily terminate employment during the first year of employment.

I. BEREAVEMENT LEAVE

Bereavement leave of twenty-four (24) working hours' maximum with pay will be granted to an employee, by their supervisor, in the case of death in the immediate family for care and bereavement, which may include making arrangements required and/or attending the funeral of the employee's or spouse's immediate family member. "Immediate family" in this case means wife, husband, parents, children, grandparents, grandchildren, brothers, sisters or persons bearing the same relationship to the spouse. The definition of "immediate family" may be broadened (guardian, foster parent, step children, etc.) with the understanding and approval of the Highway Superintendent.

To attend funerals of persons not in the immediate family, vacation time, compensatory time or leave without pay shall be allowed, not to exceed a reasonable length of time.

J. MATERNITY LEAVE

An employee may request maternity leave because of the birth of a child of the employee or because of the adoption or foster care child with the employee. SEE FAMILY MEDICAL LEAVE POLICY FOR PROCEDURES. At the discretion of the Highway Superintendent, the employee may use any sick and vacation leave accumulated prior to the maternity leave under the Family and Medical Leave Policy. An employee will not accumulate any additional sick leave or vacation leave while on leave without pay.

K. DISABILITY LEAVE

Employees may be granted an unpaid leave of absence of up to 12 weeks. SEE FAMILY MEDICAL LEAVE POLICY for purpose, eligibility, provisions, reasons for leave, notice of leave, application for leave, medical certification of leave, benefit coverage during leave, restoration to employment, return from leave and failure to return from leave policies.

L. OTHER PAID LEAVES:

1. MILITARY LEAVE

- a. The Highway Superintendent shall provide an employee with military leave with pay pursuant to the provisions of Section 55-160, and Section 55-161 for a maximum of 120 hours each calendar year for employees who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks. Employees who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Military leave with pay shall be in addition to any other paid leave to which an employee is entitled.
- b. Any employee ordered to active service of the State when the Governor declares that a state of emergency exists pursuant to the provisions of Section 55-160 shall be entitled to a military leave of absence until such employee is released from active service by competent authority. During a state of emergency leave of absence, the employee shall receive such portion of his or her regular rate of pay as will equal the loss he or she may suffer while in the active service of the State.

2. JURY DUTY

- a. When an employee is served with a notice to serve as a juror and does so serve, he or she will be excused with pay while actually on order of the court, and may also retain fees paid him or her as a juror. The employee should notify the Highway Superintendent as soon as notice is received of the dates required for jury duty.

3. WITNESS LEAVE

- a. When an employee is required by the Highway Superintendent or is subpoenaed to testify in connection with his or her official duties in a matter pending before a court or other administrative tribunal, such time shall be considered hours of work and the employee shall receive expenses for travel and subsistence from the county. Any witness fee received by the employee shall be paid to the county.
- b. Employee's involvement in court as a witness in a personal matter, or as a plaintiff/petitioner or as a defendant/respondent shall be granted leave. The employee may elect to have such time charged to vacation leave or may have a leave of absence without pay.
- c. Any employee attending Court as a party (plaintiff/petitioner or defendant/respondent) to a Court case in a personal matter may elect to have such time charged to vacation leave or may have a leave of absence without pay.

ARTICLE 17 HOLIDAYS

Regular, full-time employees are authorized to receive the following 8-hour days as holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November and the following Friday
Christmas Eve Day	December 24 (employee will receive 4 hours of holiday pay if Christmas Eve falls on a normal workday, since the Courthouse will close at noon)
Christmas Day	December 25

When a holiday falls on Saturday, the preceding Friday is observed as the paid holiday. If a holiday falls on a Sunday, the following Monday will be a paid holiday.

If the Federal, State or County government declares a holiday, all county employees will receive that day off with pay.

In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday unless excused by the Highway Superintendent. If an employee is absent from work the day immediately preceding or following an observed holiday, on an authorized vacation, sick or funeral leave, he/she is entitled to holiday pay. If an eligible employee is required to work on a holiday, he/she will receive one and one-half (1½) time his/her straight-time rate of pay for all hours actually worked on that day, in addition to eight (8) hours of pay at his/her straight-time rate of pay.

Part-time employees, as herein referred, shall be paid a percentage of holiday pay that corresponds to their percentage of working hours on an annual basis. Class A employees shall have a percentage based on regular 25 hours or more but less than 40 hours per week. Class B employees shall have a percentage based on 20 or more but less than 25 hours per week. Class C & D employees shall receive no holiday benefits.

ARTICLE 18 GENERAL PERSONNEL POLICIES

A. PERFORMANCE EVALUATIONS

An employee shall receive a written evaluation after completing an introductory period and annually thereafter. The evaluation shall include:

1. The quality of work performed as compared to other similar workers.
2. The quantity of work, where applicable; and
3. General employment record of absenteeism, etc.

Performance reports shall be completed on official county evaluation forms approved by the board.

After completion of the evaluation, the report will be discussed with the employee, who shall have the right to add their comments. The signing of the performance evaluation by the employee does not signify the employee's agreement with the content, but only that they have seen the performance evaluation, that it has been discussed with the employee, and that the employee has been given an opportunity to comment. The evaluator should sign and date the performance

evaluation. If the employee refuses to sign, the Highway Superintendent and witness shall document the employee's refusal on the employee's performance evaluation form.

Each employee shall receive a copy of his or her performance evaluation and a copy of each performance evaluation shall be included in the employee's personnel file.

B. CONFLICTS OF INTEREST / CODE OF ETHICS

An employee shall not have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in conflict with the proper discharge of their duties in the public interest.

1. An employee is prohibited from using or attempting to use their official position to secure unwarranted privileges or exemptions for themselves or others.
2. Employees shall not give the impression that any person can improperly influence them in the performance of their official duties, or that the kinship, rank, position or influence of any party or person improperly affects them.
3. Employees shall not accept gifts of value or loans from persons doing business with the county which are intended to or which appear to influence the official relationship between the donor and recipient.
4. Employees shall not use public office for private gain.
5. Employees shall protect and preserve county property and shall not use it for other than authorized activities.
6. Employees are expected to disclose waste, fraud and corruption to appropriate authorities.
7. Employees shall adhere to all laws and regulations that mandate equal opportunity and treatment regardless of race, color, religion, sex, national origin, age, disability or marital status.

C. OUTSIDE EMPLOYMENT

Employees may be entitled to engage in outside employment, with the prior approval of the Highway Superintendent, provided that the duties of the outside employment do not constitute a conflict of interest nor conflict with an employee's job performance with the County. Prior to engaging in outside employment, an employee

must submit a request to the Highway Superintendent outlining the place of employment, the duties required, and the hours of work.

D. POLITICAL ACTIVITY

No employee shall use his/her official authority or influence to further the cause of any political party, or candidate for nomination or election to public office. In addition, no employee shall use his/her job to distribute or receive political favors.

If an employee wishes to take part in political activities (other than voting) during normal scheduled work hours; he/she must use vacation leave or leave without pay to cover his period of absence.

All employees have the right of protection from political coercion of any type from any person. Employees may not be interrupted during duty hours by political activities.

All employees have the right to vote as they choose and to express their opinions on political subjects and candidates.

E. PERSONNEL RECORDS

The county is responsible for maintaining a personnel file for each employee. These files are confidential and are available only to the employee to whom they pertain, to the Highway Superintendent and to the authorized personnel officer.

An employee's personnel file contains important information pertaining to employment history including but not limited to job classification(s), employee benefits, performance evaluation reports, salary and leave history.

Personnel records are the property of the county and any person including the person about whom the record is concerned can take no information from the personnel records. Such conduct could result in severe disciplinary or corrective action up to and including termination. Employees shall make an appointment to review their personnel file and are allowed to make copies at their expense.

Documentation (including performance reports) which reflects unfavorably on an employee or former employee shall not be placed in their personnel file without their knowledge. The employee, prior to it being submitted to his/her personnel file, shall sign any such documentation. If the employee refuses to sign the documentation, the Highway Superintendent shall so note on the report and shall then submit it to the employee's personnel file.

Personnel records will be kept in part by the County Clerk (benefits, salary, etc.) and the Highway Superintendent who hired the employee (performance evaluations, job classification, leave history, etc.)

F. NEPOTISM

It is the policy of Saline County to hire the most qualified applicants available for the job openings. Hiring of relatives is at the discretion of each elected or appointed official as outlined in Neb. Rev. Stat. 49-1499.04. This statute specifically states that "an official or employee of a political subdivision may employ or recommend or supervise the employment of an immediate family member if (a) he or she does not abuse his or her official position as described in Section 49-1499.05, (b) he or she makes a full disclosure on the record to the governing body of the political subdivision and a written disclosure to the person in charge of keeping records for the governing body, and (c) the governing body of the political subdivision approves the employment or supervisory position. No official or employee shall employ an immediate family member (a) without first having made a reasonable public solicitation and consideration of applications for such employment, (b) who is not qualified for and able to perform the duties of the position, (c) for any unreasonably high salary, or (d) who is not required to perform the duties of the position."

G. PROMOTIONS AND TRANSFERS

1. For the purpose of this Article, promotion shall be defined as the advancement of an employee from one position classification to another in a higher salary grade. If an employee is assigned to fill a job, then he will receive the pay for such job, if higher than his rate. If he is assigned to fill a job at a lower rate, his rate of pay shall apply. However, if an employee bids a job having a lower rate of pay than his present rate knowing that it is lower, and he is awarded the job, then he shall accept the lower rate of pay.
2. When the Employer determines that a vacancy exists, notice of said vacancy shall be posted at all Saline County Shops for a period of not less than seven (7) calendar days; describing the position, salary range, minimum qualifications required and final date on which applications will be accepted.
3. Position vacancies shall be filled on the basis of the most qualified applicant, either by transfer or promotion; however, where qualifications are not significantly different, the position shall be granted to the most senior employee applying.
4. Promoted and transferred employees shall serve a ninety (90) day trial period as described in Article 9.

5. The transferred or promoted employee shall receive the salary stipulated in the attached schedule for the classification into which he has been promoted or transferred.

H. RESIGNATION / EXIT INTERVIEWS

Upon the decision of an employee to resign, a written resignation should be submitted to the Highway Superintendent stating the reason for resigning and the termination date. The County encourages all employees to submit this written notice at least fourteen (14) calendar days in advance of the final work day in order to provide the employer with adequate time to fill the position. All compensation and fringe benefits accrued up to the resignation date will be paid to the employee as outlined in this Agreement.

I. NO SMOKING POLICY

Smoking is not allowed in any buildings, motor vehicles owned by Saline County or on the courthouse and jail premises.

J. LAYOFF AND RECALL

1. Whenever there is a reduction in work force, layoffs shall be made on the basis of seniority in classification provided that employees retained are qualified to perform the work.
2. Employees subject to layoff shall be given written notice by registered mail at least ten (10) days prior to the effective date of same. Such notice shall be mailed to their last known address as shown on the Employer's records. A copy of said notice shall be mailed to the Union. The time limit provided in this Section may be extended if the affected employee(s) did not have reasonable opportunity to have received the written notice.
3. Employees subject to layoff shall have the option within the time period provided in Section 2 to exercise their layoff rights provided in this Article or to accept layoff. Failure to respond within the time limit provided in Section 2 shall constitute employee's acceptance of layoff.
4. No regular employee shall be laid off from his job while there are probationary employees working in his department in the same or lower classification grade for which such affected employee meets the minimum employment qualifications.
5. In the event an employee is laid off in his classification by virtue of the provisions of Section 1, and is qualified to perform in a lower classification in his department, he shall be permitted to take such lower classification at that classification's rate of pay. The rate of pay shall be

that which most nearly approximates his former rate of pay provided, however, the actual rate of pay does not exceed the maximum rate of pay of the lower classification. In the event an employee is laid off by virtue of this section, such an employee shall have the right to exercise classification seniority as outlined in Section 1.

6. The names of regular employees who have been laid off shall be placed on a layoff list maintained by the department and such employees shall be eligible for reemployment for a period of one (1) year. The Employer shall rehire in the reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the position. A laid-off employee subject to recall who is employed elsewhere shall not be required by the Employer to report to work until after two (2) weeks from the date of recall notice. If such employee is not employed elsewhere, he shall be required to report for work at such reasonable time as required by the Employer, giving consideration to all attendance circumstances. The Employer shall provide employees subject to recall with written notice by registered mail to their last known address as shown on the Employer's records, and a copy of same to the Union.
7. No new bargaining unit employees shall be hired until all bargaining unit employees on layoff status who desire to return to work have been recalled, provided the employee on layoff is qualified to perform the work.

K. DISCIPLINE

1. Disciplinary actions or measures shall include the following: Verbal counseling, Written reprimand, Suspension with pay, Suspension without pay, and Discharge. The employee may request the presence of a Union representative at any step in the discipline procedure.
2. Disciplinary action may be imposed on an employee only for proper cause. Any disciplinary actions, for employees who have completed their probationary period shall be subject to the grievance procedure.
3. If the Employer has reason to reprimand an employee, it shall be done in a reasonable and professional manner and not before other employees or the public, and within five (5) days of the County having knowledge of the event giving cause for the reprimand. A copy of all written reprimands will be sent to the Union office. Reprimands shall be effective for twelve (12) months from date of issuance and shall have no force or effect for further discipline, nor be the basis of disqualifying an employee from a promotion after this period.

ARTICLE 19 GRIEVANCE PROCEDURE

Section 1. Grievance as defined in this Agreement is a claim of an employee arising during the term of this Agreement, which is limited to matters concerning the application, or meaning or interpretation of this Agreement.

Section 2. Any grievance submitted under the provisions of this Article may be presented and processed individually by the employee, by the employee and the Union, or by a representative of the employee's choice. Where an employee processes a grievance individually, or through a representative other than the Union, the Union shall have the right to be present and/or intervene at any step of the grievance procedure.

Section 3. Any grievance shall designate the specific Article(s) and Sections(s) upon which the grievance is based, together with the reason therefore.

Section 4. The term "days" as used in this Article shall mean calendar days except where otherwise specified.

Section 5. The following procedure shall be used in the submission of a grievance, as defined in Section 1 hereof.

Step 1. The aggrieved employee shall first submit the grievance in writing to his immediate non-bargaining unit supervisor or his designated representative within five (5) working days from the date on which the employee becomes aware of such grievance. In the event, the immediate supervisor is unavailable, this time period shall be extended until said immediate supervisor is available to hear said grievance. The non-bargaining unit supervisor shall attempt to adjust the matter and may respond verbally to the party presenting the grievance within five (5) working days from its presentation.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance shall be reduced to writing and presented to the Highway Superintendent, or his designated representative, and the Union Business Representative, within ten (10) days from the date any decision was made or the time the non-bargaining unit supervisor was given under Step 1 in which to adjust the grievance, whichever event occurs first. The Highway Superintendent shall review the alleged grievance and offer his decision within five (5) days after receipt of same.

Step 3. If satisfactory settlement is not reached in Step 2, the Union may, within five (5) days from date of the decision of the Highway

Superintendent's refusal, may appeal to the Hearings Panel. The Hearings Panel shall be a three member panel comprised of one member appointed by the County Board, one member appointed by the Union, and a third member chosen jointly by the County Board appointee and the Union appointee. It shall be the Hearing Panel's responsibility to resolve any dispute or grievance. The decision of the Hearings Panel shall be final and binding.

Section 6. Any time limitation provided herein may be waived or extended in writing by mutual agreement of the parties involved. Any grievance not processed within the time limitations provided herein shall constitute a withdrawal of same. If the Highway Superintendent shall fail to process a grievance within the time limitations provided in the Article, the grievance shall be solved based on the employee's requested remedy.

Section 7. Any grievance filed, which resulted from disciplinary action, shall be appealed directly to Step 3 of Section 5 within five (5) days after the employee received notification of the disciplinary action.

ARTICLE 20 TERMS AND DEFINITIONS

ABANDONMENT OF POSITION- any employee who is absent from duty for three (3) consecutive workdays without proper notification to and authorization from the Highway Superintendent, shall be deemed to have resigned.

ANNIVERSARY DATE- the date an employee begins his/her most recent employment with Saline County. An anniversary date will be adjusted to exclude breaks in service such as suspensions and leaves of absences without pay.

APPLICANT- a person who has filed an application for employment with the County.

APPOINTING AUTHORITY- County officials who have the final authority to appoint an individual to a position in the County service.

CHILD- A biological, adopted or foster child, a step child, a legal ward, or a child of a person standing in loco parentis (in place of a parent). The child must be under 18 of age or 18 years of age and older if incapable of self-care because of a mental or physical disability.

COMPENSATORY TIME- time off from regularly scheduled work time in lieu of overtime pay.

COUNTY- Saline County, NE

COUNTY BOARD- Saline County Board of Commissioners

DEMOTION- the movement of an employee from one class to another class with a lower pay grade or lower maximum rate of pay.

DISCIPLINARY ACTION- the action taken to discipline an employee, which may include any action from a verbal admonishment up to and including discharge.

DISMISSAL- the involuntary termination of employment for reasons other than lack of funds or work.

ELECTED OFFICIAL- Assessor, Clerk of the District Court, County Attorney, County Board, County Clerk, Employer, Surveyor and Treasurer.

EMPLOYER- Saline County, Nebraska, acting through its Board, or other persons designed by the Board to act on its behalf.

EXEMPT POSITION- a position which is not required by the Fair Labor Standards Act to be paid overtime for hours worked over the standard work period.

FULL TIME REGULAR EMPLOYEE- An employee who is regularly scheduled to work 40 hours per week or more.

GRIEVANCE- an employee or employee's complaints regarding alleged unjust application of discipline or unfair application, interpretation or violation of the rules and regulations of the County or the department for whom the employee works.

INTRODUCTORY PERIOD- a working test period, during which the employee is required to demonstrate ability and fitness for the position.

LAYOFF- the involuntary separation of an employee because of lack of work, lack of funds, or the abolishment of a position.

LEAVE- an authorized absence from regularly scheduled work hours, which has been approved by proper authority.

NEW POSITION- a position officially added to the department's table of organization that did not previously exist.

NON-EXEMPT POSITION- a position which is eligible, according to the Fair Labor Standards Act, to receive overtime pay for hours worked over the standard work period.

OVERTIME- work performed by eligible employees in excess of 40 hours of work and which the Highway Superintendent has approved.

PARENT- an employee's biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in laws."

PART-TIME REGULAR EMPLOYEE- an employee who is regularly or temporally scheduled to work at least 40 hours per pay period and less than 80 hours per pay period and whose hourly rate of pay and term of employment is determined by the Highway Superintendent. There shall be 2 classes: Class A and Class B.

PAY PERIOD- consists of fourteen (14) day period commencing at 12:01 a.m. Saturday and ending at midnight on Friday.

POSITION- a group of duties, tasks or responsibilities assigned by the Highway Superintendent to be performed by an employee.

PROMOTION- the movement of an employee from a position of one class to a position of another class having a higher maximum salary rate.

PUBLIC RECORDS- those records which a governmental unit is required by law to keep or which it is necessary to keep in discharge of duties imposed by law.

REGULAR EMPLOYEE- a person who is hired to work for an indefinite period of time and who has successfully completed his/her introductory period.

SENIORITY- an employee's length of continuous service with Saline County from his/her most recent date of hire.

SEPARATION- the removal of an employee from the payroll for either voluntary or involuntary reasons.

STANDARD WORK WEEK- the normal working days and hours of attendance for an employee with a department. Normally, this is a forty (40) hour workweek, Monday through Friday, 8 hours a day.

SUPERVISOR- an employee having the authority in the interest of the county, to responsibly direct the work efforts of other employees, evaluation of their performance, and recommend actions, such as transfer, promotion, discipline and termination.

VACANCY- a duly created position which is not occupied and for which funds have been provided.

WRITTEN REPRIMAND- a formal written notice to an employee informing him/her of a specific manner in which his/her conduct or work performance does not meet prescribed standards.

ARTICLE 21 USE OF COUNTY VEHICLES

The following rules and regulations govern the general operation of all county vehicles. Each department has specific guidelines for the use of vehicles assigned to that department. Employees shall comply with both the general rules and the departmental rules when operating any County owned vehicles.

1. An employee must have the appropriate valid driver's license for the vehicle or equipment to be operated and must be in compliance with any restrictions listed on the license in order to operate any County vehicle or equipment.
2. An employee, who drives a county vehicle, even on an occasional basis, must notify the Highway Superintendent immediately if their driver's license is suspended or in any other way restricted.
3. County vehicles may not be operated at work or taken home by an employee without prior authorization of the Highway Superintendent.
4. County vehicles shall be used for County business only and not for any personal use or gain.
5. A County vehicle shall not be operated by anyone other than the employee it is assigned to.
6. During the time the vehicle is under the employee's control, it shall be the responsibility of the employee to operate the vehicle safely, comply with all traffic and parking rules and regulations and to secure the vehicle when leaving it unattended.
7. An employee must call for a local law enforcement agency to come to the scene of any work related vehicular accident immediately, even if there is no apparent damage. Every accident shall also be immediately reported to the employee's supervisor.
8. An employee may be held personally responsible for damage to a County vehicle if an investigation discloses negligence, carelessness or misuse.
9. It is the responsibility of the employee to wear seat belts while operating and/or riding in County vehicles.
10. Employees shall not transport non-work related passengers in County vehicles at any time without prior approval from the Highway Superintendent.
11. Employees shall not attempt to make any mechanical repairs to the vehicle unless properly authorized by the Highway Superintendent or unless assigned to such duties.

12. Employees shall immediately report to the Highway Superintendent any hazardous or unsafe condition of the vehicle, which may result in injury to themselves or others.
13. Employees shall keep all county vehicles free of objects that might lodge under the brake pedal or interfere with safe operation of the vehicle.
14. It is the responsibility of the employee operating a County vehicle or equipment to ensure that all supplies, equipment, machines and vehicles being hauled or transported are properly secured to the transporting vehicle or trailer.
15. Any employee shall, not use vehicles or equipment that has been tagged unsafe to use, until such tag has been removed by order of a representative of the department.
- 16.

ARTICLE 22 FAMILY AND MEDICAL LEAVE POLICY

1. **PURPOSE.** The purpose of this policy is to define Saline County's policy and procedure with regard to family and medical leave in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA) of 1993, as amended, and the federal regulations pertaining thereto.
2. **ELIGIBILITY.** Employees who have been employed for at least one (1) year **and** for at least 1,250 hours during the preceding 12-month period, **and** who work in an office or work site which employs 50 or more employees, or there are 50 or more employees within 75 miles of the office or work site, are eligible for family and medical leave.
3. **GENERAL LEAVE PROVISIONS.** Family or medical leave will be unpaid leave. An employee's paid leave time shall run concurrent with FMLA leave. Employees are required to utilize all of their accrued paid leave (sick leave and vacation time) prior to receiving leave without pay. All leave paid or unpaid shall count toward an employee's FMLA period if supported by a qualifying reason. Employees utilizing vacation or sick leave shall adhere to the rules governing such leave as set out in their respective collective bargaining agreement(s) or Personnel Policy Manual. For example, in order to utilize sick leave for a family member with a serious illness, the employee and employer should review the collective bargaining agreement or Personnel Policy Manual which represents the employee, in order to determine how many days of sick leave can be allotted for family illness. Any employee who incurs a work-related illness or injury, provided it meets the definition of "serious health condition" as described in section 4, and is absent from work as a result will have this time counted against their FMLA leave entitlement.

In those cases in which a husband and wife are both employed by Saline County and both are eligible for family and medical leave, they will be permitted to take only a combined total of 12 weeks of leave during any 12 month period if the leave is taken: (1) for the birth of a son or daughter or to care for the child after birth; (2) for the placement of a son or daughter with the employees for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent "in law" with a serious health condition (or 26 weeks of leave to care for a covered service member with a serious injury or illness). If one spouse is ineligible for family and medical leave, the other spouse is entitled to a full 12 weeks of family and medical leave. If the husband and wife both use a portion of the total 12 week family and medical leave entitlement for one of the purposes enumerated above, the husband and wife would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for family and medical leave for a purpose other than those enumerated above. For example, if each spouse took 6 weeks of leave for the birth of a child, each could later use an additional 6 weeks due to a personal illness or to care for a sick child.

In certain cases, with the approval of the Highway Superintendent and with proper medical certification, an employee may be allowed intermittent use of the family or medical leave or a reduced workweek. If approved and the need to use leave is foreseeable and based on pre-planned and/or pre-scheduled medical treatment and/or for other recognized purposes, then the employee is responsible for scheduling these matters in a manner that does not unduly disrupt the County's operations. In some cases, the County may temporarily transfer an employee using leave intermittently or under a reduced work week to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.

4. REASONS FOR LEAVE. All employees who meet the applicable time of service and other eligibility requirements set forth in sections 2 and 3 above may be granted a total of twelve (12) work weeks of unpaid family leave and paid sick, vacation, and personal leave combined during any 12 month period. The 12-month period shall be measured starting with the date the employee first uses family and medical leave and will expire 12 months thereafter. The 12 weeks of family and medical leave may be granted for the following reason:
 - a. The birth of the employee's child and in order to care for the child;
 - b. The placement of a child with the employee for adoption or foster care;
 - c. To care for a spouse, child or parent who has a serious health condition;

- d. A serious health condition that renders the employee incapable of performing the functions of his/her job; or
- e. Qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement.

NOTE: Spouse does not include unmarried domestic partners. Child may include stepchildren, foster children, or certain other children having more than a short-term residence in the employee's home such as legal wards of the employee. Care for mother-in-law or father-in-law is not included. However, parent may include individuals other than natural or adoptive parents who served in a long-term parental role for the employee.

NOTE: "Serious health conditions" are defined as illness, injury, impairment or physical or mental conditions that involve: (1) inpatient care, (2) absence from work, school or other regular daily activities for more than three consecutive calendar days and continuing treatment by a health care provider, or (3) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, or prenatal care. Examples of serious health conditions include but are not limited to the following: heart attack, heart by-pass or valve operations and other conditions requiring surgery; most cancers; back conditions requiring extensive therapy or surgery; strokes; severe nervous disorders; severe respiratory conditions; spinal conditions, appendicitis, pneumonia; emphysema; Alzheimer's; severe arthritis; need for prenatal care; severe morning sickness, childbirth; and recovery from childbirth; physical, eye, or dental examinations as a result of a serious health condition; and injuries caused by serious accidents. This does not include voluntary or cosmetic treatments; routine medical appointments; short-term illnesses; flu; the common cold; earaches; upset stomach; and headaches other than migraines; and other such illnesses.

- 5. **MILITARY FAMILY LEAVE.** An eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness will be granted up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member.
- 6. **NOTICE OF LEAVE.** An employee intending to take family or medical leave because an expected birth or placement, or because of a planned medical

treatment, must submit an application for leave at least thirty (30) days before the leave is to begin. If leave is to begin within thirty (30) days, or thirty (30) days is not practicable, an employee must give notice to the Highway Superintendent as soon as the necessity for the leave arises. If an employee is unable to notify the employer personally that FMLA is needed, a representative of the employee may do it.

7. **APPLICATION FOR LEAVES.** All employees requesting leave under this policy must complete the "Application For Family and Medical Leave" available from the County Clerk and return it to the Highway Superintendent. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

If the employee does not specifically request FMLA leave, the employer may designate any leave time, paid or unpaid, as FMLA leave based upon the qualifying reason given for the leave. Once the employer has acquired knowledge that leave is being taken for an FMLA-qualifying reason, the employer shall within five business days notify the employee that the leave is designated and will be counted towards the employee's twelve (12) week FMLA period. The employers notice that the leave has been designated as FMLA leave may be made orally or in writing to the employee. If the notice is made orally, the employer shall confirm it in writing, no later than the following payday.

8. **MEDICAL CERTIFICATION OF LEAVE.** An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" as provided by the County to be completed by the applicable health care provider. The certification must state the date on which the serious health condition commenced the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state along with an estimate of the amount of time the employee will be needed to provide such care. If the employee has a serious health condition, the certification must state that the employee cannot perform the essential functions of his or her job.

The County may require a second opinion at a health care provider selected and paid for by the County. If the second opinion differs from the original certification, the County may require a third opinion from a medical provider selected jointly by the County and the employee, again at the County's expense. The results of the third opinion are final.

9. **BENEFITS COVERAGE DURING LEAVE.** During a period of family or medical leave, an employee will be retained on Saline County's group health, dental

and life plans under the same conditions that applied before leave commenced. To continue the group dependent coverage, the employee must continue to make any contributions that he/she made to the plans before taking leave as arranged. Failure of the employee to timely pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse Saline County for payment of health insurance premiums made by the County during the family or medical leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his/her essential job functions or due to circumstances beyond the employee's control.

An employee on an unpaid leave is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for taking the leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date of leave began. However, an employee's seniority will be lost relative to the other employees as their seniority accrues.

10. RESTORATION TO EMPLOYMENT. An employee eligible for family and medical leave, except for an employee designated as a "highly compensated employee" will be restored to his/her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. Employees who may be exempted will be informed of this status when they request leave. Saline County cannot guarantee that an employee will be returned to his/her original job. Saline County will make a determination as to whether a position is an "equivalent position."
11. RETURN FROM LEAVE. An employee must complete a "Notice of Intention to Return from Family or Medical Leave" before he/she can be returned to active status. If an employee wishes to return to work prior to the expiration of a family or medical leave of absence, notification must be given to the Highway Superintendent at least five (5) working days prior to the employee's planned return.
12. FAILURE TO RETURN FROM LEAVE. The failure of an employee to return to work upon the expiration of a family or medical leave of absence will be considered a resignation unless an extension is granted. An employee who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the Highway Superintendent setting forth the reason(s) for the extension, along with a current "Medical Certification Statement" prepared pursuant to section 7. This written request should be

made as soon as the employee realizes that she/he will not be able to return at the expiration of the leave period. Under no circumstance will an extension beyond the 12-week period be authorized pursuant to the Family and Medical Leave Act and Saline County's policy as outlined herein is granted.

Contact the County Clerk's office for the current forms to apply for FMLA.

ARTICLE 23 VIOLENCE IN THE WORKPLACE POLICY AND PROCEDURES

It is the policy of Saline County to provide a safe and healthy working environment for all Saline County employees.

In order to achieve this goal, the tolerance for any negative verbal language exchanged between either an employee and a co-worker or an employee and a private citizen or a private citizen and an employee will not be tolerated.

Any negative verbal act or non-verbal gesture will not be tolerated.

Instances of verbal or non-verbal harassment, sexual or non-sexual, will not be tolerated.

No employee or private citizen will be subjected or exposed to intimidating or hostile conduct at any county workplace. This would include, when during the course of work, a county employee is in a public or private location.

Nor shall employees be exposed to negative language, harassment, threatening or intimidating acts while conducting county business by telephone communications including other electronic means of communication (e.g. FAX and e-mail).

Any employee exposed to any of the above acts shall immediately report such act to the Highway Superintendent, or in the instance where it is the Highway Superintendent who is instigating such action against the employee, the employee shall report the act to the county attorney or a commissioner.

The employee also has the right to report the act to law enforcement or other outside agencies.

When such acts are reported, the county will immediately investigate and take appropriate corrective actions. Any investigation will be confidential and will respect the rights and dignity of all parties. The investigating team shall consist of at least the following:

1. The County Attorney or an employee delegated by him or her.
2. A law enforcement officer or a deputy delegated by him or her.
3. The Highway Superintendent.
4. One commissioner.

If the County Attorney is the complainant or the accused, an attorney should be retained by the county for the investigation process.

The investigation will be conducted quickly, thoroughly and confidentially. Every aspect shall be made to protect the rights of the accuser as well as those of the accused. The following procedures will be followed in investigating a complaint:

The investigation will begin the day the act is reported, or as soon thereafter as practicable;

The employee will put the complaint in writing;

The complainant will be interviewed, in private, by the investigating team. The interview will be documented and reviewed by the complainant at the end of the interview or as soon as practicable thereafter;

The alleged perpetrator will be interviewed in a private area by the investigating team. The interview will be documented and reviewed by the complainant at the end of the interview or as soon as practicable thereafter;

Witnesses or others with relevant information will be interviewed by the investigating team. The interview will be documented and reviewed by the complainant at the end of the interview or as soon as practicable thereafter.

Upon completion of the investigation, the investigating team will determine if the complaint is substantiated or unsubstantiated.

Substantiated Complaint: Action will be taken as directed by the County Attorney. In the case where the perpetrator is a county employee, disciplinary action in addition to any action recommended by the attorney may be taken;

Unsubstantiated Complaint or Inconclusive Complaint: If it is determined the complaint is unsubstantiated or if the team is unable to conclude if the alleged act did or did not occur, both parties will be informed of the findings;

Whether substantiated or unsubstantiated, the team will meet with both parties and notify them of the results of the investigation and the actions being taken;

An investigation report will be prepared summarizing the interviews, conclusions and action taken, if any. This report with all relevant notes, interviews,

statements and copies of relative documents will be maintained in a confidential file in the County Attorney's office. If the County Attorney is either the complainant or the accused, the file will be maintained by the County Clerk or other elected official as determined by the investigating team.

ARTICLE 24 C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the General Drivers and Helpers Union Local #554, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between January 1, 2022 through December 31, 2022.

ARTICLE 25 SCOPE OF AGREEMENT

The parties mutually agree that this contract constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties, and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covered the subject matter of this Agreement. This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska, and any dispute, disagreement or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

ARTICLE 26 SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 27
DURATION OF AGREEMENT**

This Agreement shall be and shall remain in full force and effect from and after January 1, 2022 until December 31, 2022.

**ARTICLE 28
INSURANCE**

1. The County agrees to pay BCBSN 90% of the entire employee monthly premium for health insurance (employee only coverage). Beginning July 1, 2014 the employee agrees to pay 10% of the entire employee monthly premium for health insurance (employee only coverage). The County agrees to allow the employees to opt out of the Blue Cross-Blue Shield Health Insurance plan upon proof of adequate health insurance coverage from another source. Those employees who choose to opt out of the health insurance plan will be reimbursed by the County at the rate of one-half of the Employer's portion of the total cost of the monthly premium for employee only coverage. The decision to opt out must be made prior to the start of the fiscal year which begins on July 1.
2. The County agrees to pay 44% of the difference between the entire employee premium and the employee and spouse/children or employee and family only premium for all employees who are employed for 20 hours per week or more.
3. The employee agrees to pay the first \$400.00 of the \$2,600.00 deductible under the health insurance (employee only coverage) and the County agrees to pay the remaining \$2,200.00 of the deductible. The employee with employee and spouse/children coverage or employee and family coverage agrees to pay the first \$800.00 of the \$5,200.00 deductible and the County agrees to pay the remaining \$4,400.00 of the deductible.
4. The County provides a \$15,000.00 Life Insurance Policy as part of the BCBSN Plan.
5. The County will continue with the present Dental Plan with Principal Insurance Company.
6. The County will pay the entire cost per month per employee for participation in the BCBS 125 Plan.
7. Effective in 2014, the County will begin to phase in elements of a fully developed results-based Wellness Plan. The elements to be implemented are annual Health Risk Assessments, Biometric Screenings and year-long Healthy Living Challenges. These elements are designed to increase awareness and provide incentive regarding health and risk factors that influence future health.

Implementation of more elements of a “biometric screening/results” plan will require future work through the employee Wellness Committee. (See Appendix A – MOU; and the example shown in Appendix D.

8. The County reserves the right to choose the method of providing the health and dental benefits (i.e. self-insured or insurance) and the benefits provided including the deductible and co-payment amounts.

**ARTICLE 29
WAGES**

Section 1. For the contract period (January 1, 2023 - December 31, 2023), all employees shall receive a 18.0% pay raise as set forth below effective January 1, 2023.

- o If Federal Covid Funds are dispersed to employees, the funds will be dispersed fairly amongst all employees.

Effective January 1, 2023			
Step	Road and Bridge Crew	Gravel Truck Driver	Road and Bridge Crew Assistant Foreman
Entry	\$23.38	\$23.38	\$23.93
After Sixth Month	\$23.98	\$23.98	\$24.53

Section 2. Introductory Pay Increases. The County and Union agree to a six-month introductory period for the Road and Bridge Crew, Gravel Truck Driver, and Road and Bridge Crew Assistant Foreman. Upon which time the introductory period has expired, the Road and Bridge Crew, Gravel Truck Driver, and Road and Bridge Crew Assistant Foreman shall receive an increase of \$.60/hr.

ARTICLE 30
WAGE AND HEALTH INSURANCE REOPENER

The Union or County may reopen the Agreement for the purpose of negotiating wages and health insurance if the cost of the employee monthly premium for health insurance to cover his/her spouse or children or to cover his/her family increases more than fifteen percent. This Agreement will be reopened for said purpose only if the Union delivers to the County Board Chairman or the County delivers to the Union Business Agent of Record a written notice of its intent to reopen the Agreement.

Saline County Health & Wellness Program Initiative

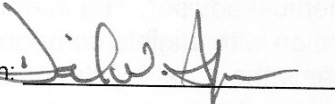
MEMORANDUM OF UNDERSTANDING - BETWEEN THE COUNTY OF SALINE,
NEBRASKA AND GENERAL DRIVERS & HELPERS UNION LOCAL #554

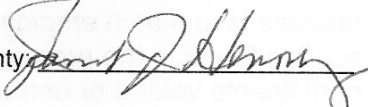
The Union and the County recognize the value of a fit workforce. Both parties have worked to develop an excellent wellness/fitness program for all county employees by way of a Wellness Committee. The Union and the County have agreed to enhance the wellness/fitness program by including a year-long-cycled incentive plan having included, but not limited to, an annual Health Fair, educational presentations, classes, online education courses, health prevention and fitness. The plan may include, but shall not be limited to, nutrition recommendations, aerobic exercise programs, and weight training programs, and any other recommendations that may be outlined in the County's Wellness Program and/or fitness initiatives. Awards and/or incentives are derived from accumulated points earned from a variety of individual, healthy living choices such as 1) Committing to the program via the sign-up process, 2) Health Fair participation, 3) Doctors' Physicals, 4) Eye Exams, 5) Dental Visits, 6) Flu Shots. 7) Exercise and 8) Tobacco/Nicotine/Illegal Substance Avoidance, etc.

1. Annual Health Fairs will be deemed voluntary for all employees, Union and non-union members alike, and will be included in the annual year-long challenge requirements for earned points and/or subsequent credits.
2. The County will offer the Annual Health Fair and screenings during business working hours and provide for suitable times for all employees to participate using appropriate scheduling. If an employee is going to miss, or has missed, a scheduled screening appointment, he/she MAY be allowed to facilitate rescheduling during the next five (5) business days, on his/her own time, according to the terms of agreement with the 3rd party Health Fair provider to assist and support the rescheduling.
3. Participate in the Health Fair, its screenings and/or other program activities which would produce wellness and profitable advantages, is NOT mandatory. Nor will an employee's failure to participate result in disciplinary action.
4. At his or her discretion, an employee may choose to utilize a personal physician to complete the Annual blood screening portion of the program, provided that the testing conforms to the standard of result used by the Saline County Wellness Program/Health Fair and is approved by the Committee to be in parity with needed Health Screening elements in arriving at comparable results. The employee shall be responsible for his/her own additional costs resulting from the exercise of this option, and the employee shall be responsible for assuring that all records pertaining to the examination be kept in the employees supplied packet to be verified by the Committee's 3rd party medical specialist at the end of the program cycle.
5. The County will ensure that documents handled and viewed for the end of cycle verification process is completed by a 3rd party, medical advisor. The intent of this process is to match employee medical documentation with eligible components of scoring found in the program materials for that year without having the privacy of participants voided or endangered. The advisor will be chosen on an annual basis selected and contracted from a local field of medicine. Medical records will not be viewed or reviewed by supervisors or any other County employee.
6. The program itself is viewed to be employee designed and implemented. It is with the approval of the Saline County Board of Commissioners that all decisions relative to this design and implementation be channeled by and on the basis of recommendations

APPENDIX A

- made by the Saline County Wellness Committee to the County Board for acknowledgment and/or approval. It is the intent of the Board of Commissioners that employees representing all possible elements of County government be included in the Wellness Committee. This includes Union representation.
7. Alterations to subsequent cycles of the Wellness Program will be the responsibility of the Wellness Committee subject to approval of the County Board. All suggestions or requests for change, addition or removal of components of the program shall be addressed to the committee for discussion and/or approved recommendation.
 8. The Saline County Board of Commissioners are aware the Wellness Program will have potential, earned benefits provided to participating employees, in addition to obvious health and wellness results. It is understood the Wellness Committee has budget resources available to it when providing these benefits to employees reaching stated goals. It is also the intent of the County to provide needed funds to the wellness committee to meet its design intent for that year.
 9. Wellness plans may include sub-challenges which shall include a reasonable estimate of the time required for employees to meet the goals of the advertised sub-challenge; i.e.: "Wellness Bingo", "100 miles in 100 days", "Crazy 8 Challenge", etc.
 10. It is the intent of the County also to provide an offset of employee contributed portions of monthly Health Insurance Premiums and/or Health Insurance deductibles where applicably found in accord with the bargaining agreement between the Union and the County. It is also the intent of the County that ALL employees be treated equally in this respect.
 11. Eligibility benchmarks for earned credits for premium and/or deductible offsets will be by the recommendation of the Wellness Committee to the County Board of Commissioners for approval.
 12. The Wellness Committee will provide information to employees on the status of earned incentives and give direction of receiving the same. The Committee will also forward documentation of earned credits toward reductions in forthcoming premiums and/or deductibles to the office of the County Clerk for processing to be used in the determination of premiums/deductibles for the following year.
 13. It is also understood there will be no mid-cycle changes to the program that would make it improbable for participants to meet stated, approved goals.
 14. It is therefore the intent of the SALINE COUNTY BOARD of COMMISSIONERS and the GENERAL DRIVERS & HELPERS UNION LOCAL #554 to use the Saline County Wellness Committee and its programs to provide tools and incentives that promote wellness and good health to ALL County employees for the good of each individual employee and that of Saline County.

For the Union: 

For the County: 

Date: 4-29-14

Date: April 8, 2014

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SALINE, NEBRASKA
AND GENERAL DRIVERS & HELPERS UNION LOCAL #554

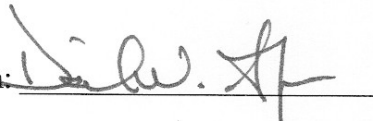
As a part of this tentative agreement, the County and the General Drivers & Helpers Union Local #554 have agreed to certain provisions of a Article 28 – Section 2 that will be implemented as a result of this agreement that may involve several employees currently found within the six-month introductory period; Road and Bridge Crew, Gravel Truck Driver, and Road and/or Bridge Crew Assistant Foreman.

It is the understanding of both parties that any employee found employed by the County under this agreement within the six-month introductory period will maintain the current practice of receiving an increase \$.10/hr at the end of each month until the introductory period has been completed.

All new employees hired after the implementation of this Article will be subject to the same under this Article.

Any monetary differences found at the end of this transition cycle will be paid an amount not to exceed the "After 6-month" step found within the Table in Article 28 – Section 1.

For the Union:



Date:

4-29-14

For the County:



Date:

April 8, 2014

APPENDIX C

**COUNTY/GENERAL DRIVERS & HELPERS UNION LOCAL #554
CONTRACT NEGOTIATIONS
TENTATIVE AGREEMENT FOR CONTRACT SETTLEMENT**

1. This tentative agreement resolves the collective bargaining agreement between the County and the General Drivers & Helpers Union Local #554 (Teamsters) for the time period of 1/1/23 to 12/31/23. Provided this tentative agreement is accepted by the Union membership and the County, any pending or future proceedings to resolve the 2022 Collective Bargaining Agreement between the County and the Union will be considered moot and of no force and effect.

*** Saline County reserves the right at any time during negotiations to make changes, add to and/or delete portions of this Proposal.*

2. This tentative agreement involves agreed upon changes relative only to the following articles (*...otherwise all other articles, appendices and provisions of the agreement that were in effect during the 2021 Agreement remain unchanged*):

- **Cover Page** – Date Change – “January 1, 2023 - December 31, 2023”

- **Article 15 – RETIREMENT**

Retirement Benefits were discussed.

- **Article 27 – DURATION OF AGREEMENT** - Date change - “January 1, 2023 until December 31, 2023”

9. **Article 28 Section 3 – INSURANCE** – The employee agrees to pay the first \$400.00 of the \$2,600.00 deductible under the health insurance (employee only coverage) and the County agrees to pay the remaining \$2,200.00 of the deductible. The employee with employee and spouse/children coverage or employee and family coverage agrees to pay the first \$800.00 of the \$5,200.00 deductible and the County agrees to pay the remaining \$4,400.00 of the deductible.

- **Article 29 Section 1 – Wages** – ATB hourly increase of 18.00% (*eighteen percent*) beginning January 1, 2023.

Effective January 1, 2023			
Step	Road and Bridge Crew	Gravel Truck Driver	Road and Bridge Crew Assistant Foreman
Entry	\$23.38	\$23.38	\$23.93
After Sixth Month	\$23.98	\$23.98	\$24.53

- **Appendix C – UPDATED:** 2023 Tentative Agreement Outline – *(This document)*

3. Both parties agree **any/all other offers and counteroffers are withdrawn.**

Tentative Agreement

Negotiating
For the Union: _____

Negotiating
For the County:

Negotiating
For the Union: _____

Date: _____

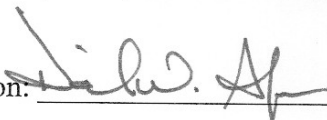
Date:


APPENDIX D
Health Insurance – Presumptive EXAMPLE ONLY
FYE 13-14 Monthly Premiums with subjective Wellness Participation
Non-Effective prior to July 1, 2015*

(Premiums listed below are relative to those applied during FYE 13-14. They in no way assert any basis for future premium costs relating to the County/NACO connection with Blue-Cross Blue-Shield of Nebraska, or the employees of Saline County. The information provided here exemplifies the mechanical impact of premiums with/without proper Wellness Program participation and are shown here as a provisional example if incentives were available to date with which to apply to premiums to date.)

	Monthly Premium	County Share	Employee Share
Employee Only		\$595.83	\$66.20
w/33% Wellness Incentives Applied*	\$662.03	\$617.87	\$44.16
w/66% Wellness Incentives Applied*		\$639.92	\$22.11
w/100% Wellness Incentives Applied*		\$662.03	\$0.00
Employee w/Spouse or Child		\$889.28	\$439.69
w/33% Wellness Incentives Applied*	\$1,328.97	\$911.32	\$417.65
w/66% Wellness Incentives Applied*		\$933.37	\$395.60
w/100% Wellness Incentives Applied*		\$955.48	\$373.49
Employee w/Family		\$973.53	\$546.91
w/33% Wellness Incentives Applied*	\$1,520.44	\$995.57	\$524.87
w/66% Wellness Incentives Applied*		\$1,017.62	\$502.82
w/100% Wellness Incentives Applied*		\$1,039.73	\$480.71

**Applied Incentives are based on Wellness Committee sanctioned results received from previous year participation in the Saline County Wellness Incentive Program.*

For the Union: 

For the County: 

Date: 4-29-14

Date: April 8, 2014

APPENDIX D
Health Insurance – Presumptive EXAMPLE ONLY
FYE 2015-16 Monthly Premiums with subjective Wellness Participation

(Premiums listed below are relative to those applied during FYE 2015-16. They in no way assert any basis for future premium costs relating to the County/NACO connection with Blue-Cross Blue-Shield of Nebraska, or the employees of Saline County. The information provided here exemplifies the mechanical impact of premiums with/without proper Wellness Program participation and are shown here as a provisional example if incentives were available to date with which to apply to premiums to date.)

Employee Only	Monthly Premium	County Share	Employee Share
w/no Wellness Incentives Applied*		\$606.87	\$67.43
w/33% Wellness Incentives Applied*		\$629.65	\$44.65
w/66% Wellness Incentives Applied*	\$674.30	\$651.82	\$22.48
w/100% Wellness Incentives Applied*		\$674.30	\$0.00
Employee w/Spouse or Child			
w/no Wellness Incentives Applied*		\$889.28	\$439.69
w/33% Wellness Incentives Applied*		\$911.32	\$417.65
w/66% Wellness Incentives Applied*	\$1,353.56	\$933.37	\$395.60
w/100% Wellness Incentives Applied*		\$955.48	\$373.49
Employee w/Family			
w/no Wellness Incentives Applied*		\$973.53	\$546.91
w/33% Wellness Incentives Applied*		\$995.57	\$524.87
w/66% Wellness Incentives Applied*	\$1,548.58	\$1,017.62	\$502.82
w/100% Wellness Incentives Applied*		\$1,039.73	\$480.71

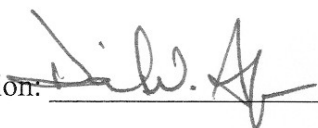
**Applied Incentives are based on Wellness Committee sanctioned results received from previous year participation in the Saline County Wellness Incentive Program.*

MEMORANDUM OF UNDERSTANDING
Direct Deposit
BETWEEN THE COUNTY OF SALINE, NEBRASKA
AND GENERAL DRIVERS & HELPERS UNION LOCAL #554


The County and the Union agree that the requirement all employees receive their pay via Direct Deposit is money saving, quick, secure, convenient, reliable, and simple. This service method is provided without cost to all employees. It is also understood by both the employer and the Union that there may be exceptions which may prevent an employee from having access to "direct deposit". The County will allow the following as personal exemptions thus providing a waiver from Direct Deposit:

1. Written rejection action from banking facility; the employee must submit written confirmation from at least two banks and/or credit unions declining to open either a checking or a savings account. The bank confirmation must be dated within 30 days of the request for waiver.
2. Documented religious aversion to technology and its usage; The employee must submit written confirmation that he or she has a bona fide religious belief and that compliance with the Direct Deposit Policy is contrary to his or her religious faith. The documentation must include a copy of any writings that indicate an objection to the use of technology that would prohibit compliance with the Policy. If the claim of conflict is based upon the laws or tenets of a religious organization, the documentation must include information that would allow a representative of Saline County to contact a representative of the religious organization in order to verify the validity and sincerity of the employee's religious belief.

A Personal Exemption Request Form shall be provided to the employee by the County and completed by the employee desiring to be exempted from the requirement that they enroll in direct deposit.

For the Union: 

Date: 4-29-14

For the County: 

Date: April 8, 2014

IN WITNESS WHEREOF, the parties have executed this Agreement on this 31st day of January, 2023.

COUNTY OF SALINE

BY: _____
Phil Hardenburger, County Board Chairperson

GENERAL DRIVERS & HELPERS UNION LOCAL #554

BY: _____
Todd Bell, Recording Secretary

**JOINT EMERGENCY MANAGEMENT AGENCY
OF JEFFERSON AND SALINE COUNTIES
MONETARY AGREEMENT
FOR EMERGENCY MANAGEMENT**

This Agreement made by and between the County of Jefferson, Nebraska and the County of Saline, Nebraska shall set forth the monetary terms of the Joint Emergency Management Agency of Jefferson and Saline Counties Interlocal Agreement.

The revised budget without grant funding for the fiscal year of 2023/2024 is attached to this document. Appendix A is attached to indicating the amounts to be shared and the dollar amount for each County. Jefferson County shall be the fiscal agent for grant funding. Saline County's share of the expenses (appendix A), committed to fund the Joint Emergency Management Agency of Jefferson and Saline Counties shall be submitted to the Jefferson County Treasurer on a monthly basis. The final monthly payment will be reviewed to accurately reflect the amount of expenditures on behalf of Saline County. Saline County shall submit the first monthly funding amount to the Jefferson County Clerk within 30 days of the approval of the budget. (For clarification purposes, each county will adopt its own budget. Saline County will submit 1/12th of the budget committed to fund the Joint Emergency Management Agency of Jefferson and Saline Counties to Jefferson County each month. If Saline County does not use the monies budgeted for, it will reconcile year ending monthly payments accordingly). This procedure shall be used for each successive year.

All claims for payments of services incurred by the Director shall be remitted on a bi-monthly basis to the Jefferson County Clerk. The Director shall submit claims for Saline County payments only after a copy of the claim has been filed with the Saline County Clerk for recordkeeping purposes.

Grant funds from the Emergency Manager Program Grant (EMPG) or other source funds shall be processed through the Jefferson County Clerk. Upon receipt of grant funds, Saline County shall receive their portion of said funds upon meeting all grant eligibility requirements. Upon meeting all grant eligibility requirements, the Director shall promptly file a claim with the Jefferson County Clerk on behalf of Saline County. In the event that EMPG or other source funds are not available, there will be no reimbursement to Saline County.

The Joint Emergency Management Agency of Jefferson and Saline Counties budget shall be updated per the terms of the Interlocal Agreement. The expenses by each County shall be reviewed on an annual basis in conjunction with the budget. Any changes in the budget share shall be in writing upon Agreement of the parties.

IN WITNESS THEREOF, of this Agreement and in consideration of the mutual covenants set forth herein, the parties pledge their cooperation as necessary for the discharge of this agreement and for the good of the Emergency Management Agency of Jefferson and Saline Counties.

Phil Hardenburger
Saline County Commissioner, Chair

Executed this ____ day of _____, 2023

ATTEST:

Saline County Clerk



Mark Schoenrock
Jefferson County Commissioner, Chair

Executed this 24th day of January, 2023



ATTEST:



Kristina K. Ryle
Jefferson County Clerk

Appendix A

Jefferson County and Saline County will split Emergency Management salary 50%/50%.

Saline County will reimburse Jefferson County 50% of County provided benefits for Emergency Management.

Saline County will reimburse Jefferson County for mileage at the Department of Administrative Services rate for Emergency Management in Saline County. 2023 is \$.655

Saline County will reimburse Jefferson County 20% salary for Emergency Management office assistant.

EMA Director	Salary 50%	Benefits 50%	Mileage		TOTAL
Jefferson County	33,405.35	8,957.50			42,362.85
Saline County	33,405.35	8,957.50	0.00		42,362.85
Budgeted	66,810.70	17,915.00	0.00		
Saline Co. Mileage					
0					
EMA Office Assistant	Salary 20%	Benefits 20%			TOTAL
Saline County	5,056.68	2,997.07			8,053.75
	25,283.42	14,985.34			
				Saline Co. Total	50,416.60

**JOINT WEED CONTROL
OF SALINE AND JEFFERSON COUNTIES
MONETARY AGREEMENT
FOR INSPECTION SERVICES**

This Agreement made by and between the County of Saline, Nebraska and the County of Jefferson, Nebraska shall set forth the monetary terms of the Joint Noxious Weed Control inspections of Saline and Jefferson Counties Interlocal Agreement.

The revised budget for the fiscal year of 2023/24 is attached to this document.

Appendix B is attached, indicating the amounts to be paid to Saline County. Jefferson County's share of the budget expenses, committed to fund the Joint Noxious Weed Control inspections shall be submitted to the Saline County Treasurer on an equal, pro-rated monthly basis. The final monthly payment will be reviewed to accurately reflect the amount of expenditures on behalf of Saline County. Jefferson County shall submit the first monthly funding amount to the Saline County Clerk within 30 days of the approval of the budget. (For clarification purposes, each county will adopt its own budget. Jefferson County will submit 1/12th of the budget committed to fund the Joint Noxious Weed Control inspections to Saline County each month. If Jefferson County does not use the monies budgeted for, it will reconcile year ending monthly payments accordingly). This procedure shall be used for each successive year.

All claims for payments of services incurred by the Superintendent shall be remitted on a bi-monthly basis to the Saline County Clerk. The Superintendent shall submit claims for Jefferson County payments only after a copy of the claim has been filed with the Jefferson County Clerk for recordkeeping purposes.

The Joint Weed Control Inspection of Saline and Jefferson Counties budget shall be updated per the terms of the Interlocal Agreement. The expenses by Saline County shall be

reviewed on an annual basis in conjunction with the budget. Any changes in the budget share shall be in writing upon Agreement of the parties.

IN WITNESS THEREOF, of this Agreement and in consideration of the mutual covenants set forth herein, the parties pledge their cooperation as necessary for the discharge of this agreement and for the good of the Noxious Weed Control of Saline and Jefferson Counties.

Phil Hardenburger
Saline County Commissioner, Chair

Executed this ___ day of _____, 2023

ATTEST:

Saline County Clerk



Mark Schoenrock
Jefferson County Commissioner, Chair

Executed this 24th day of January, 2023

ATTEST:





Kristina K. Rigg
Jefferson County Clerk

Appendix B

Jefferson County will reimburse salary for Saline County \$5,196.00 for noxious weed control inspections.

Jefferson County will reimburse Saline County for mileage at the Department of Administrative Services rate for noxious weed inspections in Jefferson County. 2023 is \$.655

<u>Weed Superintendent</u>	<u>Salary</u>	<u>Benefits</u>	<u>Mileage</u>	<u>TOTAL</u>
Jefferson County	5,196.00	0.00	0.00	5,196.00
Budgeted	5,196.00	0.00	0.00	
<u>Jefferson Co. Mileage</u>			5,196.00	
0				
			Jefferson Co. Total	5,196.00

**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 ARPA funding to be used for services that meet the requirements of the Older Americans Act as amended through P.L. 116-131, enacted March 25, 2020. The Assistance Listing Numbers (ALN) for this subaward are 93.044 (Title III B) and 93.045 (Title III C1).

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 January 1, 2023, through August 31, 2023.

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 \$23,700 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. Implement Bridging the Gap, consisting of pop-up senior centers for persons whose primary language is Spanish. Refer to Attachment A1.
2. Provide congregate meals and Health Promotion services to community members in the County.

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, 2023, is the final day to request reimbursement. Requests submitted after August 31, 2023, will not be reimbursed by City. Subrecipient must inform City by May 31, 2023, 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, 2023, 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

Bridging the Gap

Interpreter (\$20/hr * 15 hours/wk*32 weeks)	up to \$9600
Rental space (\$60/day * 16 days)	up to \$ 960
OAA congregate meal (\$8/meal*30 clients*16 days)	up to \$3840
Health Promotion-Non Evidence Based	up to \$ 300
Social Activities	up to \$ 800

Saline County Aging Services

Health Promotion-Non Evidence Based	up to \$4000
Congregate Meals (\$6/meal*up to 700 meals)	up to \$4200

Total

up to \$23,700

EXPENSE CATEGORIES		TOTAL
1	Personnel	
2	Travel	
3	Printing & Supplies	
4	Equipment	
5	Building Space	
6	Communication & Utilities	
7	Other	0
8a.	Raw Food	
8b.	Contractual Services	23,940
9	GROSS COST	
REVENUE CATEGORIES		TOTAL
101	Client Contributions	240
102	User Fees	0
103	Medicaid	0
104	Title XX	0
105	USDA	0
106	Donations/Fundraising	0
107	Misc. Grants	0
108	Foundations	0
109	Other Revenue	0
110	State Other	0
111	Federal Other	0
112	City/Towns	
113	Counties	
114	Title III-B	0
115	Title III-C(1)	0
116	Title III-C(2)	0
117	Title III-D	0
118	Title III-E	0
119	CASA	0
120	CASA ADRC	0
121	SUA Match on OAA Funds	0
122	MAC Return	0
123	Federal Carryover - FY19	0
124	Federal Carryover - FY20	0
125	Federal Carryover - FY21	0
126	VAC5	0
127	ARPA	23700
128	CARES Act	0
129	Held for future use	0
TOTAL REVENUES:		23,940

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 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 provided through 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 OAA 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 6

Name:

Month:

Number of Hours (to the nearest quarter hour; Example: 0.25, 0.50, 0.75, 1.0)

Day of Week Mon, Tue, Wed, Thu, Fri, Sat, Sun																
Day		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Congregate Meals (OAA)															
2	Nutrition Education															
3	Information & Assistance															
4	Health Promotion - NON EB															
5	Senior Center Hours															
6	Social Activities															
7	Caregiver Info & Assistance															
8	Health Promotion - EB															
9	Material Distribution															

Number of Hours (to the nearest quarter hour; Example: 0.25, 0.50, 0.75, 1.0)

Day of Week Mon, Tue, Wed, Thu, Fri, Sat, Sun																	
Day		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
1	Congregate Meals (OAA)																
2	Nutrition Education																
3	Information & Assistance																
4	Health Promotion - NON EB																
5	Senior Center Hours																
6	Social Activities																
7	Caregiver Info & Assistance																
8	Health Promotion - EB																
9	Material Distribution																

I attest this is a complete and accurate record of hours worked on this program.

_____ Employee Signature and Date

_____ Supervisor Signature and Date

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.ea.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: **30 December 2022, 3:28PM**

Receipt number: **686**

Related form version: **17**

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 **City** following:

PROVISIONS:

- 3. Commercial General Liability**
- 4. Automobile 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.

Owner(s) checked below shall be listed as the **City of Lincoln**
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.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile 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.

E-mail Address (Internal use only)

kwenzl@lincoln.ne.gov



JAN 17 2023

906 South 26th Street | Lincoln, NE 68510 | Phone: 402.483.5466 | Fax: 402.483.1722 | www.speecelewis.com

January 12, 2023

Mr. Bruce Filipi
Board of County Commissioners
Saline County Courthouse
PO Box 865
Wiiber NE 68465

RE: Saline County Box Culvert Design
Structure No. C007614310P
Located in Section 15-T7N-R4E

Dear Board Members:

Speece Lewis Engineers proposes the following for the above referenced site:

FINAL DESIGN

Speece Lewis preliminarily sized the culvert for this site as a Quad 14' x 12' Concrete Box Culvert under a previous agreement dated February 4, 2022.

This is a Supplemental Agreement to complete the design of the culvert and site plans. Speece Lewis will also prepare the bid documents and specifications as well as obtain all applicable permits for this project. These services will be provided to the county for a Lump Sum fee of \$15,250.00.

If this proposal meets with your approval, a signed copy of this letter shall serve as our contract. Please retain one (1) copy for your files and return one (1) copy to our office.

If you have any additional questions or concerns, please contact our office.

Respectfully Submitted,

SPEECE LEWIS ENGINEERS INC.

A handwritten signature in blue ink, appearing to read 'Tim Farmer', is written over the printed name.

Tim Farmer, P.E.
President

ACCEPTED FOR SALINE COUNTY

By: _____

Date: _____



JAN 18 2023

906 South 26th Street | Lincoln, NE 68510 | Phone: 402.483.5466 | Fax: 402.483.1722 | www.speecelewis.com

January 16, 2023

Mr. Bruce Filipi
Saline County Highway Superintendent
PO Box 865
Wilber NE 68465

RE: Saline County Culvert Project
Project No. C-76(806)
Structure No. C007602625
Between Sections 2-T6N-R3E and 35-T7N-R3E

Dear Board Members:

PRELIMINARY PLANS

Speece Lewis Engineers proposes to run a profile, cross-sections, and topography survey at the above site. Hydraulic cross sections in the flood plain both upstream and downstream will be taken. Additional cross-sections or control shots will be taken as required to determine culvert alignment and channel revisions, if any. It is anticipated that minimal roadway realignment will be required.

A hydraulic analysis will be carried out for the site to determine the CBC size. Site plans and culvert plans will be prepared for bidding. The Consultant will prepare Bid Documents and Specifications and apply for permits.

The above services will be provided for a lump sum fee of \$16,950.00 for the site. This includes wetlands delineation, which will be required. If special structural details for paved inlet plans are required, the Consultant will be compensated an additional lump sum fee of \$800.00 per inlet plan. If special structural details for paved outlet plans are required, the Consultant will be compensated an additional lump sum fee of \$800.00 per outlet plan. Billings will be submitted after completion of the survey and after the plans for the site have been submitted to the County.

NOTE: A Nationwide Section 14 Permit Application to the US Army Corps of Engineers (USACE) is included in the above lump sum, if it is required. In the event an Individual Army 404 Permit application is required or if the Corps requests an on-site visit, the Speece Lewis Engineers will be compensated an additional lump sum fee of \$2,300.00. It is not anticipated that an Individual Permit will be required.

OBSERVATION OF CONSTRUCTION

Speece Lewis Engineers will furnish on-site construction observation under the supervision of a Licensed Engineer. Observation requirements are subject to the building procedures of the contractor and the size of the culvert. Observation of reinforcement placement and all concrete pours will be required.

Project Manager	\$ 165.00 /hour
Project Inspection	\$ 85.00 /hour
2-man Survey Crew	\$ 155.00 /hour
Federal Mileage Rate	Current Federal Rate
Testing Laboratory Cylinder Breaks	At Cost

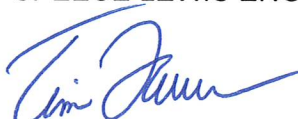
In the event observation of construction does not occur before January 1, 2025, construction observation fees may be re-negotiated.

If this proposal meets with your approval, a signed copy of this letter shall serve as a contract. Please keep one (1) copy for your files and return one (1) copy to our office.

If you have any additional questions or concerns, please contact our office.

Respectfully Submitted,

SPEECE LEWIS ENGINEERS, INC.



Tim Farmer, P.E.

ACCEPTED FOR SALINE COUNTY

By: _____

Date: _____

January 16, 2023

Mr. Bruce Filipi
Saline County Highway Superintendent
PO Box 865
Wilber NE 68465

RE: Saline County Culvert Project
Project No. C-76(809)
Structure No. C007601803
Between Sections 7/18-T7N-R1E

Dear Board Members:

PRELIMINARY PLANS

Speece Lewis Engineers proposes to run a profile, cross-sections, and topography survey at the above site. Hydraulic cross sections in the flood plain both upstream and downstream will be taken. Additional cross-sections or control shots will be taken as required to determine culvert alignment and channel revisions, if any. It is anticipated that minimal roadway realignment will be required.

A hydraulic analysis will be carried out for the site to determine the CBC size. Site plans and culvert plans will be prepared for bidding. The Consultant will prepare Bid Documents and Specifications and apply for permits.

The above services will be provided for a lump sum fee of \$16,950.00 for the site. This includes wetlands delineation, which will be required. If special structural details for paved inlet plans are required, the Consultant will be compensated an additional lump sum fee of \$800.00 per inlet plan. If special structural details for paved outlet plans are required, the Consultant will be compensated an additional lump sum fee of \$800.00 per outlet plan. Billings will be submitted after completion of the survey and after the plans for the site have been submitted to the County.

NOTE: A Nationwide Section 14 Permit Application to the US Army Corps of Engineers (USACE) is included in the above lump sum, if it is required. In the event an Individual Army 404 Permit application is required or if the Corps requests an on-site visit, the Speece Lewis Engineers will be compensated an additional lump sum fee of \$2,300.00. It is not anticipated that an Individual Permit will be required.

OBSERVATION OF CONSTRUCTION

Speece Lewis Engineers will furnish on-site construction observation under the supervision of a Licensed Engineer. Observation requirements are subject to the building procedures of the contractor and the size of the culvert. Observation of reinforcement placement and all concrete pours will be required.

Project Manager	\$ 165.00 /hour
Project Inspection	\$ 85.00 /hour
2-man Survey Crew	\$ 155.00 /hour
Federal Mileage Rate	Current Federal Rate
Testing Laboratory Cylinder Breaks	At Cost

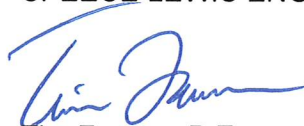
In the event observation of construction does not occur before January 1, 2025, construction observation fees may be re-negotiated.

If this proposal meets with your approval, a signed copy of this letter shall serve as a contract. Please keep one (1) copy for your files and return one (1) copy to our office.

If you have any additional questions or concerns, please contact our office.

Respectfully Submitted,

SPEECE LEWIS ENGINEERS, INC.



Tim Farmer, P.E.

ACCEPTED FOR SALINE COUNTY

By: _____

Date: _____

**SALINE COUNTY
REQUEST TO OCCUPY COUNTY RIGHT-OF-WAY**

Nextlink, 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):
1400-1424 County Rd X N 40* 21' 52.201", W 97* 6' 56.046"

Western, Ne. 68464 N40* 21' 51.793", W 97* 6' 56.248"

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 1-24-2023
 Phone 402-310-1910

Ryan Smith
 Signature of "Owner"
2020 SW 5TH
Lincoln, Ne. 68522
 (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 Nextlink agreeing to return the damaged area to its original condition.

THIS PERMIT SUBJECT TO REQUIREMENTS LISTED ON ATTACHED SHEET

Date 01-31-23

Signature - Highway Superintendent

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

Date January 31, 2023

Signature - Chairman of County Board

1-24-2023

Date _____

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, _____ Nextlink _____ will adequately sign the location of the Electric Cable/Utility line at frequent intervals and at all culvert locations to insure that the applicant, _____ Nextlink _____ will be notified before any future excavation by county forces.
4. The applicant, _____ Nextlink _____ 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, N/A _____ 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: Ryan Smith
Signature

Address: 2020 SW 5TH
Lincoln, NE. 68522

Phone # 402-310-1910

APS70401
1/26/23
13:08:08

SAL
BOARD PREAPPROVAL REPORT
GENERAL
FROM 02/10/2023 TO 02/10/2023

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
601-00 BOARD					
00-2-1704	MILEAGE ALLOWANCE	28.82	PHILIP HARDENBURGER	MILEAGE	23020018

	601-00 BOARD	28.82			

602-00 CLERK					
00-2-0100	POSTAL SERVICES	100.22	QUADIENIT INC	INV 16883002	23020034
00-2-1700	TRAVEL EXPENSES	256.24	AMERICINN LODGE & SUITES	INV 663-616416	23020001

	602-00 CLERK	356.46			

603-00 TREASURER					
00-2-0100	POSTAL SERVICES	200.45	QUADIENIT INC	INV 16883002	23020034
00-2-9900	MISCELLANEOUS	156.18	DEBBIE SPANYERS	NOTARY	23020042
00-3-0101	OFFICE SUPPLIES	329.99	EAKES OFFICE PLUS	INV 8648759-0 INV 8648844-	23020009

	603-00 TREASURER	686.62			

605-00 ASSESSOR					
00-2-0100	POSTAL SERVICES	100.23	QUADIENIT INC	INV 16883002	23020034
00-2-1700	TRAVEL EXPENSES	34.41	VISA	ACCT 3268	23020049

	605-00 ASSESSOR	134.64			

610-00 VOICE/DATA SERVICES					
00-4-0201	DATA PROCESSING-MIPS	56.88	STATE OF NE-DEPT OF ADMIN	INV 1352263	23020043
00-4-0204	LANDLINE SERVICES	932.05	WINDSTREAM	ACCT 090935389	23020056
00-4-0205 7	MOBILE PHONE SERVICES	2,088.06	VERIZON WIRELESS	INV 9925028865	23020048

	610-00 VOICE/DATA SERVICES	3,076.99			

622-00 COUNTY COURT SYSTEM-JUDGE					
00-2-0100	POSTAL SERVICES	739.20	VISA	ACCT 6942	23020050
00-3-0101	OFFICE SUPPLIES	177.94	BLUE 360 MEDIA LLC	IN2210170609	23020006

	622-00 COUNTY COURT SYSTEM-JUDGE	917.14			

641-00 BUILDING & GROUNDS (COURT HOUSE)					
00-3-0103	JANITORIAL SUPPLIES	100.75	DOLLAR GENERAL CHARGE SAL	ACCT 899593338	23020008

APS7040
1/26/23
13:08:08

SALL
BOARD PREAPPROVAL REPORT
GENERAL
FROM 02/10/2023 TO 02/10/2023

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
00-3-0103	7 JANITORIAL SUPPLIES	226.64	THE HOME DEPOT PRO	INV 725849996	23020020
00-5-0230	BUILDING IMPROVEMENTS	150.00	MAVERICK INDUSTRIES INC	INV 20265	23020025
641-00 BUILDING & GROUNDS (COURT HOUSE)		477.39			

645-00 EXTENSION OFFICE					
00-2-0100	POSTAL SERVICE	43.20	SALINE COUNTY EXTENSION	REIMBURSEMENT	23020038
00-2-1704	MILEAGE ALLOWANCE	69.17	INGRID LINDAL	MILEAGE	23020023
00-2-1704	MILEAGE ALLOWANCE	116.07	BECKY VALES	MILEAGE	23020047
00-2-2000	PRINTING AND PUBLISHING	35.49	SALINE COUNTY EXTENSION	REIMBURSEMENT	23020038
00-5-0500	OFFICE EQUIPMENT	160.25	SALINE COUNTY EXTENSION	REIMBURSEMENT	23020038
645-00 EXTENSION OFFICE		424.18			

651-00 SHERIFF					
00-1-1100	UNIFORM ALLOWANCE	375.56	VISA	INV 7153849	23020054
00-2-0100	POSTAL SERVICES	7.85	VISA	USPS 01/19/23	23020052
00-2-1700	TRAVEL EXPENSES	9.82	VISA	INV 232258055	23020053
00-2-1801	DUES, SUB, REG, & TRAINING	57.40	NEBRASKA DEPT OF MOTOR VE	UNCOVER PLATES	23020030
00-2-9900	7 MISCELLANEOUS	116.87	YANKEE HILL VETERINARY HO	INV 7193	23020058
00-3-0209	FUEL	32.26	VISA	INV 232258055	23020053
00-3-0212	7 EQUIPMENT REPAIRS-COMMERCIAL	288.46	AUTO REPAIR PLUS LLC	INV J006651	23020004
651-00 SHERIFF		888.22			

652-00 ATTORNEY					
00-3-0101	OFFICE SUPPLIES	258.77	EAKES OFFICE PLUS	INV 8648759-0	23020009
00-5-0500	7 OFFICE EQUIPMENT	119.96	VERIZON WIRELESS	INV 9925028865	23020048
652-00 ATTORNEY		378.73			

662-00 ATTORNEY-CHILD SUPPORT					
00-2-1801	7 DUES, SUB, REG, & TRAINING	213.90	EQUIFAX WORKFORCE SOLUTIO	INV 2053989547	23020011
00-3-0101	OFFICE SUPPLIES	353.97	EAKES OFFICE PLUS	INV 8648759-0	23020009
662-00 ATTORNEY-CHILD SUPPORT		567.87			

671-00 JAIL					
00-1-1100	UNIFORM ALLOWANCE	199.95	MALLORY SAFETY AND SUPPLY	INV 5527734	23020024
00-2-0609	7 MAINTENANCE CONTRACTS/REPAIRS	254.62	ANYTIME PLUMBING & HEATIN	INV 24224VI	23020003

APS7040
1/26/23
13:08:08

SALL
BOARD PREAPPROVAL REPORT
GENERAL
FROM 02/10/2023 TO 02/10/2023

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
00-2-0609	MAINTENANCE CONTRACTS/REPAIRS	1,010.16	ELECTRONIC CONTRACTING CO	INV 37971	23020010
00-2-0609	MAINTENANCE CONTRACTS/REPAIRS	1,403.65	GOODWIN TUCKER	INV 0035932 INV 1302756	23020016
00-2-0609	7 MAINTENANCE CONTRACTS/REPAIRS	273.20	LEE'S REFRIGERATION	INV WO-5534	23020022
00-2-1200	OFFICE EQUIPMENT REPAIR	402.79	US BANK EQUIPMENT FINANCE	INV 491963237	23020046
00-2-1801	DUES, SUB, REG, & TRAINING	60.98	VISA	INV 7153849 INV 1224238 INV	23020054
00-2-1900	BOARD OF PRISONERS-MEALS	9,576.20	SUMMIT FOOD SERVICE LLC	INV 2000163960 INV 20001646	23020045
00-2-3000	6 MEDICAL SERVICES	365.00	FRIEND COMMUNITY HEALTHCA	DOS 1/12/23	23020015
00-2-3000	7 MEDICAL SERVICES	244.00	ZAC KEATING DDS	ACCT 906640	23020021
00-2-9900	6 MISCELLANEOUS	350.00	CRETE AREA MEDICAL CENTER	ACCT 7177296	23020007
00-2-9900	MISCELLANEOUS	28.36	SACK LUMBER COMPANY	INV2212-147715 INV2301-1504	23020036
00-3-0100	SUPPLIES & MATERIALS-LINENS ET	22.62	VISA	INV 7153849 INV 1224238 INV	23020054
00-3-0103	JANITORIAL SUPPLIES	9.98	FOOD MESTO	TKT 9540	23020014
00-3-0103	7 JANITORIAL SUPPLIES	139.15	THE HOME DEPOT PRO	INV 725849996 INV 72402860	23020020
00-3-0103	JANITORIAL SUPPLIES	62.34	WALKER UNIFORM RENTAL	INV 1249901	23020055
00-3-0105	MEDICAL SUPPLIES	119.96	VISA	INV 7153849 INV 1224238 INV	23020054
00-3-0119	7 BUILDING SUPPLIES	127.80	ANYTIME PLUMBING & HEATIN	INV 24224VI INV 24186VI INV	23020003
00-3-0119	BUILDING SUPPLIES	379.60	MENARDS LINCOLN STORE SOU	INV 02366	23020026
00-3-0119	BUILDING SUPPLIES	43.64	SACK LUMBER COMPANY	INV2212-147715 INV2301-1504	23020036
00-3-0119	BUILDING SUPPLIES	1,119.12	VISA	USPS 01/19/23 INV 70768	23020052
00-3-0119	BUILDING SUPPLIES	219.96	VISA	INV 7153849 INV 1224238 INV	23020054
671-00 JAIL		16,413.08	*****		
690-00 911 EMERGENCY SERVICES			*****		
00-1-1100	7 UNIFORM ALLOWANCE	258.68	MALLORY SAFETY AND SUPPLY	INV 5527734 INV 5531815	23020024
00-1-1100	UNIFORM ALLOWANCE	67.00	VISA	INV 7153849 INV 1224238 INV	23020054
00-2-1801	DUES, SUB, REG, & TRAINING	105.00	NEBRASKA EMERGENCY SVC CO	2023MEMBERSHIP	23020031
00-2-1801	DUES, SUB, REG, & TRAINING	30.00	NEBRASKA NOTARY DIVISION	K. MYERS	23020033
00-2-1801	DUES, SUB, REG, & TRAINING	83.95	VISA	INV 7153849 INV 1224238 INV	23020054
690-00 911 EMERGENCY SERVICES		544.63	*****		
693-00 EMERGENCY MANAGEMENT (CIVIL DEF)			*****		
00-2-1301	7 TOWER EXPENSE	154.62	ANYTIME PLUMBING & HEATIN	INV 24224VI INV 24186VI INV	23020003
00-3-0209	FUEL	67.93	VISA	ACCT 6723	23020051
00-5-0332	7 CIVIL DEFENSE EQUIPMENT	781.00	MIDWEST CARD AND ID SOLUT	INV 30422	23020027
693-00 EMERGENCY MANAGEMENT (CIVIL DEF)		1,003.55	*****		
803-00 VETERANS SERVICE			*****		
00-2-1704	7 MILEAGE ALLOWANCE	31.44	LYLE BARTELS	MILEAGE	23020005
00-2-1704	MILEAGE ALLOWANCE	13.62	BERNARD HOESCHE	MILEAGE	23020019
00-2-1704	MILEAGE ALLOWANCE	16.70	ALAN STROUF	MILEAGE	23020044
803-00 VETERANS SERVICE		61.76	*****		

SALL
BOARD PREAPPROVAL REPORT
GENERAL
FROM 02/10/2023 TO 02/10/2023

Account # 1099 Description Account Amt Vendor Invoice Description Claim #

Account #	Description	Amt	Vendor	Invoice Description	Claim #
970-00	MISCELLANEOUS & MISC. COURTS				
00-1-0800	INSURANCE (DEDUCTIBLES)	5,840.00	FIRST CONCORD BENEFITS GR	12/29-1/2/23 1/3-8/23 1/11-	23020013
00-1-0803	DENTAL INSURANCE	50.00	CINDY WOLLENBURG	DEDUCTIBLE REIMBURSEMENT	23020057
00-1-1400	MISCELLANEOUS INS	400.00	FIRST CONCORD BENEFITS GR	INV 2160	23020012
00-2-2412	9 COUNTY COURT ATTORNEY	350.00	JOSEPH H MURRAY PC LLO	CASE: PR22-84	23020029
00-2-2414	9 JUVENILE ATTORNEY	2,850.00	REBECCA ANDERSON	JV 22 57	23020002
00-2-2502	7 PROFESSIONAL FEE: HUMAN RESOUR	1,497.00	SOARIN GROUP LLC	INV-10066	23020041
00-2-2515	9 CONTRACTUAL SERVICES (PUBLIC D	6,666.67	SCOTT RYAN GROPP, ATTORNE	FEB23 CONTRACT	23020017
00-2-2601	DISTRICT COURT COSTS	44.41	SALINE COUNTY ATTORNEY PE	D22 CI217 D22 CR2211 D22 CI	23020037
00-2-2601	DISTRICT COURT COSTS	32.00	SALINE COUNTY REGISTER OF	CUST 516	23020039
00-2-2601	DISTRICT COURT COSTS	38.26	SEWARD COUNTY INDEPENDENT	INV 159102	23020040
00-2-2700	7 MENTAL HEALTH BOARD COSTS	408.95	MIDWEST COURT REPORTING I	CASE: MH 23-1	23020028
00-2-2700	MENTAL HEALTH BOARD COSTS	57.00	NEBRASKA HEALTH & HUMAN S	171980	23020032
00-2-9901	SCHOOL SERVICES	89.37	REGALIA MANUFACTURING CO	INV 377699	23020035
00-3-0150	MISC. VEHICLE SUPPLIES (CAR EX	35.80	VISA	ACCT 3268	23020049

970-00 MISCELLANEOUS & MISC. COURTS 18,359.46

0100 GENERAL FUND 44,319.54

Account #	Description	Amt	Vendor	Invoice Description	Claim #
705-00	BRIDGE/ROAD MAINTENANCE				
00-2-0501	LIGHT	395.72	CITY OF FRIEND	1986-3-163A 523-3-163	23020060
00-2-0501	LIGHT	26.84	VILLAGE OF DEWITT	16150-3-16150	23020068
00-2-0502	WATER	28.78	VILLAGE OF DEWITT	16150-3-16150	23020068
00-2-0502	WATER	31.30	VILLAGE OF SWANTON	ACCT 207	23020069
00-2-0504	SEWER	20.00	VILLAGE OF DEWITT	16150-3-16150	23020068
00-2-0504	SEWER	18.00	VILLAGE OF SWANTON	ACCT 207	23020069
00-2-0505	GARBAGE	16.01	VILLAGE OF SWANTON	ACCT 207	23020069
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	214.51	HYDRAULIC EQUIPMENT SERVI	INV 809375	23020062
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	372.89	MID COUNTRY MACHINERY INC	INV P13757	23020063
00-2-1400	ROAD EQUIPMENT REPAIR PARTS	1,074.51	CNH INDUSTRIAL ACCOUNTS	ACCT 497961	23020065
00-2-1500	ROAD EQUIPMENT REPAIR-LABOR	437.50	HYDRAULIC EQUIPMENT SERVI	INV 809375	23020062
00-3-0106	SHOP SUPPLIES	12.99	ORSCHELNS CARD SERVICES	ACCT 5617	23020064
00-3-0107	PLUMBING SUPPLIES	6.18	SCHERBARTH ACE	INV 676811	23020066
00-3-0202	GRAVEL AND BORROW	2,704.14	BEATRICE CONCRETE CO INC	INV S1 180667 INV S1 18075	23020059
00-5-1302	ENGINEERING FEES	19,007.50	SPEECE-LEWIS ENGINEERS	INV 12245 INV 12224	23020067
00-5-1306	6 DRUG TESTING FEES & SUPPLIES	144.00	CRETE AREA MEDICAL CENTER	ACCT 7177153	23020061

705-00 BRIDGE/ROAD MAINTENANCE 24,510.87

0300 ROAD & BRIDGE FUND 24,510.87

APS70401
1/26/23
13:08:08

SAL
BOARD PREAPPROVAL REPORT
ROAD & BRIDGE
FROM 02/10/2023 TO 02/10/2023

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
879-00 VISITORS PROMOTION					
00-2-6040	VISITOR PROMOTION	1,279.75	CRETE CHAMBER OF COMMERCE	ADVERTISING ADVERTISING	23020070
00-2-6040	VISITOR PROMOTION	567.10	DORCHESTER COMMUNITY FOUN	BANNERS	23020071
879-00 VISITORS PROMOTION		1,846.85			
0990 VISITORS PROMOTION FUND		1,846.85			
879-00 VISITOR IMPROVEMENT					
00-2-6040	VISITOR PROMOTION	1,000.00	DORCHESTER COMMUNITY FOUN	REAL CONCRETE	23020072
879-00 VISITOR IMPROVEMENT		1,000.00			
0995 VISITORS IMPROVEMENT FUND		1,000.00			
612-00 EMPLOYEE WELLNESS					
00-2-2500	6 CONSULTING/EDUCATION SERVICE	150.00	MADONNA REHAB HOSP-FIT FO	INV FFW9401	23020073
612-00 EMPLOYEE WELLNESS		150.00			
1502 EMPLOYEE WELLNESS FUND		150.00			
837-00 AGING SERVICES					
00-1-1400	7 PROGRAM EXPENSE	405.00	SAMANTHA COSAERT	PROGRAM	23020075
00-1-1400	7 PROGRAM EXPENSE	127.50	MARCIA EMAL	FOOT CLINIC	23020076
00-1-1400	7 PROGRAM EXPENSE	952.50	TIA L KRESHEL	PROGRAM	23020079
00-1-1400	7 PROGRAM EXPENSE	480.00	DELANEY MAZZA	PROGRAM	23020080
00-1-1400	7 PROGRAM EXPENSE	135.00	DARLENE PRIBYL	FOOT CLINIC	23020082
00-1-1400	7 PROGRAM EXPENSE	52.50	MICHELE VANA	FOOT CLINIC	23020083
00-2-0100	7 POSTAL SERVICE	385.16	MILLER MAILING SERVICE	#1901712 #1901672	23020081
00-2-1200	7 HISPANIC OUTREACH	750.00	JESSICA ACOSTA	OUTREACH COORD	23020074
00-2-1200	7 HISPANIC OUTREACH	160.00	HOSANNA HOME CARE IN NEBR	INTERPRETER	23020077
00-2-1704	7 MILEAGE ALLOWANCE	50.63	MARCIA EMAL	FOOT CLINIC	23020076
00-2-1704	7 MILEAGE ALLOWANCE	18.13	DARLENE PRIBYL	FOOT CLINIC	23020082
00-2-9900	MISCELLANEOUS	355.00	K & G BODY SHOP	RO 64	23020078

APS7040
1/26/23
13:08:08

SALINE
BOARD PREAPPROVAL REPORT
AGING SERVICES
FROM 02/10/2023 TO 02/10/2023

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
837-00	AGING SERVICES	3,871.42			
2250	AGING SERVICES FUND	3,871.42			
672-00	DRUG COURT				
00-2-1704	MILEAGE ALLOWANCE	356.25	AMANDA FANNING	MILEAGE TRAINING	23020084
00-2-1801	TRAINING	119.50	AMANDA FANNING	MILEAGE TRAINING	23020084
00-2-2515	9 CONTRACTED SERVICES	1,200.00	KALKWARF & SMITH LAW OFFI	FEB23 CONTRACT	23020085
672-00	DRUG COURT	1,675.75			
2390	DRUG COURT FUND	1,675.75			
666-00	JUVENILE SERVICES AID PROGRAM GRANT				
00-1-0200	7 SALARIES	1,065.00	ANITA STOUGARD	PROGRAM	23020086
666-00	JUVENILE SERVICES AID PROGRAM GRANT	1,065.00			
2516	JUVENILE SERVICES AID PROGRAM GRANT FUND	1,065.00			
600-00	911 EMERGENCY MANAGEMENT FUND				
00-2-0200	TELEPHONE EXP (SURCHARGE)	247.80	WINDSTREAM	ACCT 090010615	23020087
600-00	911 EMERGENCY MANAGEMENT FUND	247.80			
2910	911 EMERGENCY MANAGEMENT FUND FUND	247.80			
600-00	911 WIRELESS SERVICE FUND				
00-5-1217	911 WIRELESS SERVICE FUND	1,108.60	WINDSTREAM	ACCT 090010615	23020088

APS7040
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SALINE
BOARD PREAPPROVAL REPORT
911 WIRELESS SERVICE
FROM 02/10/2023 TO 02/10/2023

Account # 1099 Description Account Amt Vendor Invoice Description Claim #

600-00 911 WIRELESS SERVICE FUND *****
1,108.60

2913 911 WIRELESS SERVICE FUND *****
1,108.60

665-00 LAW ENFORCEMENT COMMISSARY
00-2-1900 FOOD 4,267.98 SUMMIT FOOD SERVICE LLC INV 2000163718 INV 20001637 23020091
00-2-9900 MISCELLANEOUS 417.14 BOB BARKER COMPANY INC INV 1860546 INV 1862682 23020089
00-2-9900 7 MISCELLANEOUS 1,299.54 JBI, LTD INV 201704960 23020090
00-2-9900 MISCELLANEOUS 1,444.34 SUMMIT FOOD SERVICE LLC INV 2000163718 INV 20001637 23020091
00-2-9900 MISCELLANEOUS 125.34 VISA INV 5191435 WALMART 23020092

665-00 LAW ENFORCEMENT COMMISSARY *****
7,554.34

2965 LAW ENFORCEMENT COMMISSARY FUND *****
7,554.34

GRAND *****
87,350.17

APPROVED

This 31 Day of January 2023

COUNTY BOARD

Chairman

