



# Saline County Board of Commissioners

## Meeting Agenda

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### AGENDA

#### SALINE COUNTY BOARD OF COMMISSIONERS

#### SALINE COUNTY COURTHOUSE

#### Wilber, NE

#### 9:30 AM

#### **DATE: September 5, 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 FOR AUGUST 22, 2023, BOARD OF COMMISSIONERS MEETING  
CITIZENS FORUM - In compliance with the Open Meetings Act and Saline County Resolution #2023-34, a rule of five (5) minutes per person attending to speak has been established.**

#### **CORRESPONDENCE**

#### **REPORT OF OFFICIALS**

#### **BUSINESS FOR ACTION**

9:45 a.m. Report from John McKee, Emergency Management

Discuss/Approve Interlocal Cooperation Agreement For Sharing of Mass Notification System for Fillmore, Jefferson, Nuckolls, Saline and Thayer Counties

Renewal of the Subaward between Saline County and the City of Lincoln.

Discuss/Approve the surplus of one (1) APC XS1000 Battery Backup and remove it from Assessor's inventory

10 :00 - Public Hearing to remove Board of Adjustments members for cause

Discuss/Approve removal of Board of Adjustment members for cause

#### **RESOLUTIONS TO TRANSFER FUNDS**

Discuss/Approve Resolution #2023-48 Transfer from the Inheritance Tax Fund to the Road and Bridge Fund \$165,000.00, to be reimbursed when funds become available.

Discuss/Approve Resolution #2023-49 Transfer from Inheritance Tax Fund to the Bailiff Fund \$4,428.81, to be reimbursed when funds become available.

Discuss/Approve Resolution #2023-50 Transfer from the Inheritance Tax Fund To the Grant Fund \$7,000.00, to be reimbursed when funds are available.

#### **HIGHWAY SUPERINTENDENT - ROAD AND BRIDGE MATTERS**

#### **CLAIMS APPROVAL**

#### **11:30 COUNTY GENERAL ASSISTANCE AND CLOSED SESSION MATTERS**

Approve General Assistance for GA 2023-03  
**ADJOURNMENT**



# Saline County Board of Commissioners

## Meeting Minutes

### SALINE COUNTY BOARD OF COMMISSIONERS

The regular meeting of the Saline County Board of Commissioners was called to order at 9:31 a.m. on Tuesday, August 22, 2023, by Chairperson Phil Hardenburger. **Present:** Phil Hardenburger, Janet J. Henning, Russ Karpisek, Marvin A. Kohout, Stephanie A. Krivohlavek Commissioners, Deputy County Clerk Dee Drake, County Attorney David Solheim and County Clerk Diann Nettifee.

Notice of said meeting was posted in the County Clerk's Office, on the Saline County Website, and published in all three County newspapers on August 16, 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.

Phil Hardenburger moved to approve the agenda, seconded by Marvin A. Kohout.  
Hardenburger: aye, Henning: aye, Karpisek: aye, Kohout: aye, Krivohlavek: aye. Aye: 5, nay: 0 Motion carried.

Janet J. Henning moved to Approve Agenda, seconded by Marvin A. Kohout.  
Kohout: aye, Krivohlavek: aye, Hardenburger: aye, Henning: aye, Karpisek: aye. Aye: 5, nay: 0. Motion Carried.

Stephanie A. Krivohlavek moved to approve the minutes of the August 8<sup>th</sup>, 2023 Board of Commissioners meeting, seconded by Russ Karpisek.  
Krivohlavek: aye, Hardenburger: aye, Henning: aye, Karpisek: aye, Kohout: aye. Aye: 5, nay: 0. Motion Carried.

Under Citizens Forum, no participation;

Under Correspondence, Sheriff's sale, City of Wilber water tower maintenance, response letter from Bairdholm, LLP;

Under Report of Officials, heard reports from Commissioners regarding attending meetings with Public Health Solutions, Planning and Zoning Board, Insurance Committee, Board of Adjustments, Wellness Committee, Safety Committee, and Accounting and Disclosure, Czech Army band will be at Sokol Hall on Thursday August 24, 2023;

Scott Davis reported on the activity with the Veteran's Office;

9:45 a.m. Break

10:00 a.m. Reconvene

10:00 a.m. Marvin A. Kohout moved to close sealed bids for Activity Room Addition at Saline County Aging Services, seconded by Russ Karpisek.

Henning: aye, Karpisek: aye, Kohout: aye, Krivohlavek: aye, Hardenburger: aye. Aye: 5, nay: 0, Motion Carried

Bids as presented:

1. Wilber Plumbing and Heating – Heating and Air Conditioning System \$11,600.00
2. Plymouth Electric – wiring and electrical work \$9,964.00
3. Hoov's Home Improvement – construction \$16,925.00

Stephanie A. Krivohlavek moved to accept bids for Activity Room Addition at Aging Services, seconded by Janet J. Henning.

Karpisek: aye, Kohout: aye, Krivohlavek: aye, Hardenburger: aye, Henning: aye. Aye: 5, nay: 0. Motion carried.

Stephanie A. Krivohlavek moved to Open Public Hearing for conditional use application in order to obtain a Federal Firearms License-Jason Kotas, seconded by Janet J. Henning,

Kohout: aye, Krivohlavek: aye, Hardenburger: aye, Henning: aye, Karpisek: aye. Aye: 5, nay: 0. Motion carried.

Jason Kotas spoke and answered questions from the Commissioners

Janet J. Henning moved to Close Public Hearing for conditional use application in order to obtain a Federal Firearms License-Jason Kotas, seconded by Russ Karpisek.

Krivohlavek: aye, Hardenburger: aye, Henning: aye, Karpisek: aye, Kohout: aye. Aye: 5, nay: 0. Motion carried.

Janet J. Henning moved to Approve Firearms Permit, seconded by Marvin A. Kohout.

Hardenburger: Abstain (Without Conflict), Henning: aye, Karpisek: aye, Kohout: aye, Krivohlavek: aye. Aye: 4, nay: 0, Abstain (Without Conflict): 1. Motion carried.

Janet J. Henning moved to Approve Sheriff's Fees for July 2023 in the amount of \$4,022.72, seconded by Stephanie A. Krivohlavek.

Hardenburger: aye, Henning: aye, Karpisek: aye, Kohout: aye, Krivohlavek: aye. Aye: 5, nay: 0. Motion carried.

Stephanie A. Krivohlavek moved to Approve Updated Employee Handbook, seconded by Janet J. Henning.

Kohout: aye, Krivohlavek: aye, Hardenburger: aye, Henning: aye, Karpisek: aye. Aye: 5, nay: 0. Motion Carried

Janet J. Henning moved to Open Public Hearing for proposed zoning regulation changes from Planning and Zoning Board, seconded by Russ Karpisek.

Krivohlavek: aye, Hardenburger: aye, Henning: aye, Karpisek: aye, Kohout: aye. Aye: 5, nay: 0. Motion carried.

Speakers included: Lyle Weber, Jeff Koll, Darrel Hayek via letter, Elizabeth Shotkoski Ferneding, Lee Greenwald w/BaridHolm LLP and David Vavra;

Marvin A. Kohout moved to Close Public Hearing for proposed zoning regulation changes from Planning and Zoning Board, seconded by Janet J. Henning.

Hardenburger: aye, Henning: aye, Karpisek: aye, Kohout: aye, Krivohlavek: aye. Aye: 5, nay: 0. Motion carried.

Russ Karpisek moved to Approve planning and zoning regulation changes, seconded by Janet J. Henning.

Henning: nay, Karpisek: aye, Kohout: nay, Krivohlavek: nay, Hardenburger: nay. Aye: 1, nay: 4. Motion failed.

Brian Blobaum with Blobaum & Busboom, addressed the board about the budget.

Marvin A. Kohout moved to Approve resolution 2023-47 Final Levy Allocation, seconded by Janet J. Henning.

Karpisek: aye, Kohout: aye, Krivohlavek: aye, Hardenburger: aye, Henning: aye. Aye: 5, nay: 0. Motion carried.

Russ Karpisek moved to Approve 2.4% to General Fund and 0% to Bond, seconded by Stephanie A. Krivohlavek.

Kohout: aye, Krivohlavek: aye, Hardenburger: aye, Henning: aye, Karpisek: aye. Aye: 5, nay: 0. Motion carried.

Stephanie A. Krivohlavek moved to Approve Annual Certification 2023-46, seconded by Russ Karpisek.

Henning: aye, Karpisek: aye, Kohout: aye, Krivohlavek: aye, Phil Hardenburger: aye. Aye: 5, nay: 0. Motioned carried

Stephanie A. Krivohlavek moved to Approve Engineering Fees #C007601725 with Speece Lewis for \$15,250.00, seconded by Russ Karpisek.

Karpisek: aye, Kohout: aye, Krivohlavek: aye, Hardenburger: aye, Henning: aye. Aye: 5, nay: 0. Motion carried.

Janet J. Henning moved to approve the claims as presented, seconded by Russ Karpisek.

Krivohlavek: aye, Hardenburger: aye, Henning: aye, Karpisek: aye, Kohout: aye. Aye: 5, nay: 0. Motion Carried

#### All Funds

|                      |            |           |
|----------------------|------------|-----------|
| Rebecca Anderson     | Atty Fees  | 878.75    |
| Anytime Plumbing     | Bldg Maint | 864.47    |
| Barnas               | Spls       | 397.58    |
| Benefit Mgt          | Cntrct     | 1,500.00  |
| Black Hills          | Utly       | 1,045.22  |
| Capital Business Sys | Cntrct     | 148.00    |
| City of Crete        | ALS        | 3,400.00  |
| City of Wilber       | Utly       | 11,700.39 |
| City of Wilber       | ALS        | 4,100.00  |
| Consolidated Mgt     | Cntrct     | 119.25    |
| Crete Ace Hardware   | Spls       | 376.98    |

|                          |             |           |
|--------------------------|-------------|-----------|
| Crete Auto Supply        | Spls        | 46.96     |
| Culligan                 | Cntrct      | 191.50    |
| Dewitt VFD               | ALS         | 600.00    |
| Dorchester VFD           | ALS         | 400.00    |
| Eakes                    | Ofc Spls    | 9,363.90  |
| Farmers Coop             | Fuel        | 270.75    |
| Friend Comm Hlthcr       | Cntrct      | 330.00    |
| Mitch Fritz              | BOA         | 24.17     |
| Gworks                   | Cntrct      | 8,325.00  |
| Ella Hochstein           | Mlg         | 41.92     |
| The Home Depot Pro       | Spls        | 61.26     |
| Jefferson Co Em Mgt      | Cntrct      | 4,425.00  |
| Jindra Irgt              | Spls        | 88.10     |
| Marvin Kohout            | Mlg         | 319.65    |
| Jeffrey Koll             | BOA         | 33.34     |
| Lancaster County Sheriff | Cntrct      | 8.74      |
| Anthony Lytle            | Reimb       | 10.58     |
| Mallory Safety           | Spls        | 905.38    |
| Delaney Mazza            | Cln         | 96.00     |
| Menards                  | Spls        | 32.74     |
| Microfilm Img            | Cntrct      | 150.00    |
| MIPS                     | Cntrct      | 4,315.74  |
| Monument Inn             | Trng        | 210.00    |
| Nathan Mueller           | Mlg         | 230.56    |
| Joseph Murray            | Atty Fees   | 931.00    |
| NACO                     | Trng        | 900.00    |
| NE State Fire Marshall   | Cntrct      | 120.00    |
| NPPD                     | Utly        | 236.00    |
| Aron Ourecky             | BOA         | 26.79     |
| PIP                      | Spls        | 519.61    |
| Quill                    | Spls        | 169.92    |
| Saline Co Atty           | Reimb       | 195.08    |
| Saline Co Crt            | Reimb       | 2,459.71  |
| Saline Co Dist Crt       | Reimb       | 289.00    |
| Saline Co Sheriff        | Reimb       | 1,906.02  |
| Sapp Bros                | Fuel        | 8,146.08  |
| Sec of State             | Cntrct      | 20.00     |
| Seward Co Ind            | P&P         | 729.57    |
| Shredding Solutions      | Cntrct      | 127.36    |
| Soarin Grp               | Cntrct      | 3,908.20  |
| Mark Strouf              | BOA         | 17.62     |
| Summit                   | Spls        | 11,286.77 |
| Thomson Reuters          | Cntrct      | 160.24    |
| TK Elevator              | Cntrct      | 405.00    |
| Unite                    | Comm        | 12,832.31 |
| Verizon                  | Comm        | 410.96    |
| Village of Western       | ALS         | 100.00    |
| Visa                     | Equip Maint | 13.00     |
| Visa                     | Ofc Equip   | 409.81    |
| Visa                     | Fuel        | 288.47    |
| Visa                     | Unif        | 1,425.63  |
| Visa                     | Equip       | 0.99      |
| Walker                   | Bldg Spls   | 62.34     |
| Madeline Werner          | Mlg         | 71.00     |
| Witness Fees             | Fees        | 131.35    |

|                                   |                 |            |
|-----------------------------------|-----------------|------------|
| 41 Auto                           | Sppls           | 49.74      |
| 41 Auto                           | Sppls           | 910.22     |
| Beatrice Concrete                 | Gravel          | 31,154.13  |
| Beaver Hardware                   | Sppls           | 61.42      |
| Black Hills                       | Utly            | 252.38     |
| City of Crete                     | Utly            | 232.52     |
| City of Friend                    | Utly            | 44.35      |
| City of Wilber                    | Utly            | 120.09     |
| Crete Auto Supply                 | Sppls           | 427.05     |
| Crete Lumber                      | Sppls           | 7.38       |
| Farmers Coop                      | Fuel            | 26,261.01  |
| Farmers Union Coop                | Sppls           | 3,157.71   |
| Filtercare                        | Sppls           | 133.85     |
| L & K Machine                     | Sppls           | 94.50      |
| Linde Gas                         | Sppls           | 88.62      |
| NMC                               | Equip Rpr       | 4,096.50   |
| NPPD                              | Utly            | 463.44     |
| Powerplan                         | Sppls           | 81.38      |
| CNH                               | Equip Rpr       | 426.83     |
| Sapp Bros                         | Fuel            | 2,744.97   |
| Southwest Gravel                  | Gravel          | 8,616.96   |
| Speece-Lewis                      | Eng Fees        | 19,150.00  |
| Village of Dorchester             | Utly            | 97.81      |
| Village of Swanton                | Utly            | 70.12      |
| Village of Western                | Utly            | 83.50      |
| Visa                              | Tax             | 2,032.40   |
| Waste Connections                 | Utly            | 237.94     |
| Young's Welding                   | Sppls           | 267.14     |
| 41 Auto                           | Sppls           | 576.33     |
| Kathy Homolka                     | Mlg             | 142.79     |
| Dewitt Comm Club                  | Reimb           | 100.00     |
| NE Czechs of Wilber               | Reimb           | 1,500.00   |
| PRIA                              | Trng            | 595.00     |
| City of Crete                     | Rent            | 120.00     |
| Culligan                          | Cntrct          | 32.75      |
| Farmers Coop                      | Fuel            | 54.65      |
| Food Mesto                        | Sppls           | 91.78      |
| Madison Maly                      | Mlg             | 196.50     |
| Delaney Mazza                     | Prgm            | 594.00     |
| NE Assn of Sr Cntrs               | Trng            | 110.00     |
| Purfoods                          | Prgm            | 156.25     |
| Tabitha                           | Prgm            | 500.00     |
| Visa                              | Prgm            | 100.62     |
| Visa                              | Prgm            | 1,185.05   |
| Wilber Care Center                | Prgm            | 834.00     |
| Donna Zlab                        | Mlg             | 34.45      |
| Penguin Mgt                       | Equip           | 3,180.00   |
| Anita Stougard                    | Prgm            | 1,131.50   |
| Verizon                           | Comm            | 42.76      |
| Barnas                            | Sppls           | 1,287.12   |
| Bob Barker Co                     | Sppls           | 600.60     |
| Eakes                             | Sppls           | 440.55     |
| Summit                            | Sppls           | 4,694.60   |
| Visa                              | Cntrct          | 96.41      |
| iSolved Payroll, Taxes & Payments | Payroll & Taxes | 252,705.48 |

|                        |              |           |
|------------------------|--------------|-----------|
| Ameritas Life          | Retire       | 28,411.91 |
| Health Savings Account | Hlth Sv Acct | 17,916.94 |
| Principal Dental       | Dental Ins   | 2,159.46  |
| Madison Nat'l Life     | Life Ins     | 59.97     |
| AFLAC                  | Ins          | 952.47    |
| VSP                    | Eye Ins      | 575.40    |
| Empower                | Def Comp     | 4,017.00  |
| Point C                | Café         | 952.07    |
| Colonial Supp Ins      | Ins          | 137.37    |
| Madison Nat'l Life     | Dis Ins      | 197.55    |
| Teamsters              | Dues         | 297.00    |
| New York Life          | Ins          | 95.64     |
| Globe Life             | Ins          | 213.64    |
| Saline County Court    | Garnish      | 510.92    |

There being no further business to come before the Board, the meeting was adjourned at 12:17 p.m. The next meeting will be on September 5th, 2023 at 9:30 A.M. in the Saline County Commissioners' Room, Courthouse, Wilber, NE.

ATTEST:

Diann Nettifee, County

Janet J. Henning

Phil Hardenburger, Chairperson

Stephanie A. Krivohlavek, Vice Chairperson

Marvin A. Kohout

Russ Karpisek

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I, Diann Nettifee, County Clerk in and for Saline County, do hereby certify that the minutes of the August 8, 2023 Board of Commissioners' meeting were presented and approved as presented.

Diann Nettifee, County Clerk

Janet J. Henning

Phil Hardenburger, Chairperson

Stephanie A. Krivohlavek, Vice Chairperson

Marvin A. Kohout

Russ Karpisek

INTERLOCAL COOPERATION AGREEMENT  
FOR SHARING OF MASS NOTIFICATION SYSTEM  
FOR FILLMORE, JEFFERSON, NUCKOLLS, SALINE AND THAYER COUNTIES

THIS AGREEMENT is made and entered into effective June 21, 2023, between the Board of Commissioners of Jefferson, Nuckolls, Saline and Thayer Counties and the Board of Supervisors of Fillmore County pursuant to the Interlocal Cooperation Act, *Neb. Rev. Stat §13-801 et. seq.*

WHEREAS, Fillmore, Jefferson, Nuckolls, Saline and Thayer Counties require a secure, scalable, and reliable emergency management notification system to enable said governmental entities to send notifications to individuals or groups to keep them informed before, during and after critical events, and;

WHEREAS, Fillmore, Jefferson, Nuckolls, Saline and Thayer Counties desire to save the expense of managing independent mass notification systems and instead share the cost of the same, and;

WHEREAS, Everbridge, Inc. has a proprietary, interactive communication system that meets the needs of Fillmore, Jefferson, Nuckolls, Saline and Thayer Counties which will provide the necessary mass notification system to all of the said counties, and;

WHEREAS, the cost of providing such mass notification system for the calendar year commencing June 21, 2023 is \$11,425.96 and the responsibility for the cost of the same should be based upon the respective populations of Fillmore, Jefferson, Nuckolls, Saline and Thayer Counties resulting in the cost per county as follows, to-wit:

Fillmore County – 5,462 - \$1,713.90

Jefferson County – 7,046 - \$2,285.20

Nuckolls County – 4,148 - \$1,371.11

Saline County – 14,224 - \$4,456.12

Thayer County – 5,003 - \$1,599.63

WHEREAS, Jefferson County has entered into a Master Services Agreement with Everbridge, Inc. to provide a mass notification system for Fillmore, Jefferson, Nuckolls, Saline and Thayer Counties, for the calendar year commencing June 21, 2023.

NOW, THEREFORE, IN CONSIDERATION OF THESE FACTS, it is agreed as follows:

1. This Interlocal Agreement shall have a term of June 21, 2023 to June 20, 2024, inclusive.
2. Jefferson County will contract with Everbridge, Inc. to provide a mass notification system for Fillmore, Jefferson, Nuckolls, Saline and Thayer Counties at the cost of \$11,425.96 and each county shall be responsible for their respective cost based on the population of each respective county. This cost may vary year to year.
3. It is not anticipated that any party to this Agreement will acquire, hold, or dispose of any personal property used in this joint or cooperative undertaking other than access to the proprietary software provided by Everbridge, Inc.

4. The Jefferson County Emergency Management Director shall be responsible for administering this Agreement and shall be the contact person to coordinate with Everbridge, Inc. in the delivery of the services being provided by the Agreement.

5. Jefferson County Emergency Management will pay the annual fee to EverBridge, Inc. and then will invoice Fillmore, Nuckolls, Saline and Thayer Counties for their share based on population.

INTERLOCAL COOPERATION AGREEMENT  
FOR SHARING OF MASS NOTIFICATION SYSTEM  
FOR FILLMORE, JEFFERSON, NUCKOLLS, SALINE AND THAYER COUNTIES

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023

BY:

Fillmore County Board of Supervisors,

\_\_\_\_\_  
Wade Sluka, Chairman

INTERLOCAL COOPERATION AGREEMENT  
FOR SHARING OF MASS NOTIFICATION SYSTEM  
FOR FILLMORE, JEFFERSON, NUCKOLLS, SALINE AND THAYER COUNTIES

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023

BY:

Jefferson County Board of Commissioners,

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Mark Schoenrock, Chairman

INTERLOCAL COOPERATION AGREEMENT  
FOR SHARING OF MASS NOTIFICATION SYSTEM  
FOR FILLMORE, JEFFERSON, NUCKOLLS, SALINE AND THAYER COUNTIES

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023

BY:

Nuckolls County Board of Commissioners,

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Timothy Zikmund, Chairman

INTERLOCAL COOPERATION AGREEMENT  
FOR SHARING OF MASS NOTIFICATION SYSTEM  
FOR FILLMORE, JEFFERSON, NUCKOLLS, SALINE AND THAYER COUNTIES

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023

BY:

Saline County Board of Commissioners,

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Phil Hardenburger, Chairman

INTERLOCAL COOPERATION AGREEMENT  
FOR SHARING OF MASS NOTIFICATION SYSTEM  
FOR FILLMORE, JEFFERSON, NUCKOLLS, SALINE AND THAYER COUNTIES

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023

BY:

Thayer County Board of Commissioners,

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Dean Krueger, Chairman

**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 September 1, 2023 to August 31, 2024.

**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 \$23,250 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 15<sup>th</sup> 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:

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

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

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

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

a. Request for Funds and the Monthly Financial Reports as referenced in Attachment B shall be submitted electronically by the 15th day of the following month to the Attention of: Aging Partners Accounting. August 31, 2024, is the final day to request reimbursement. Requests submitted after August 31, 2024, will not be reimbursed by City. Subrecipient must inform City by May 31, 2024, 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, 2024, 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](mailto: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](mailto: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**

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**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**

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**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 \$ 14,400 |
| Rental space (\$60/day * 16 days)                 | up to \$ 1,440  |
| OAA congregate meal (\$8/meal*30 clients*16 days) | up to \$ 5,750  |
| Health Promotion-Non Evidence Based               | up to \$ 450    |
| Social Activities                                 | up to \$ 1,210  |

Total

up to \$23,250

| EXPENSE CATEGORIES |                           | TOTAL  |
|--------------------|---------------------------|--------|
| 1                  | Personnel                 | 0      |
| 2                  | Travel                    | 0      |
| 3                  | Printing & Supplies       | 0      |
| 4                  | Equipment                 | 0      |
| 5                  | Building Space            | 0      |
| 6                  | Communication & Utilities | 0      |
| 7                  | Other                     | 0      |
| 8a.                | Raw Food                  | 0      |
| 8b.                | Contractual Services      | 23,730 |
| 9                  | GROSS COST                | 23,730 |
| REVENUE CATEGORIES |                           | TOTAL  |
| 101                | Client Contributions      | 480    |
| 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                | 0      |
| 113                | Counties                  | 0      |
| 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                      | 23250  |
| 128                | CARES Act                 | 0      |
| 129                | Held for future use       | 0      |
| TOTAL REVENUES:    |                           | 23,730 |

## 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



## 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](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](http://www.das.state.ne.us).

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

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

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

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

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

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

#### 29. ORDER OF PREFERENCE.

29.1. Unless otherwise specifically stated in an amendment to this Subaward, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference:

1. Amendments to the Subaward with the most recently dated amendment having highest priority,
2. The Subaward, excluding any attachments, with the following addenda in order of preference: DHHS General Terms — Subawards; DHHS HIPAA Business Associate Agreement Provisions — Subawards (if included); DHHS Insurance Requirements — Subawards (if included).
3. Attachment 1.
4. All other attachments to this Subaward.

29.2. These documents constitute the entirety of the Subaward. Any ambiguity or conflict in the Subaward discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of interpretation as established in the State of Nebraska, unless other rules are set forth according to federal law.

#### 30. PAYMENT AND PAYMENT REQUESTS.

30.1. Payment. Unless otherwise provided herein, and if payment is being made by reimbursement, DHHS will make payment to the Subrecipient within 30 days of receipt of Subrecipient's payment request, unless the request is improper or contains deficiencies, Payments may be withheld as set forth in 2 CFR S 200.305(a)(6) or 45 CFR S 75.305(a)(6), as otherwise provided herein, or according to other applicable law.

30.2. Payment Requests. All requests for payments submitted by Subrecipient shall contain sufficient detail to support payment. Subrecipient must be able to provide source documentation or other verification of all claimed costs, either provided with its request for payment, or available to DHHS.

30.3. ACH. The Subrecipient shall complete and sign the State of Nebraska Automated Clearing House (ACH) Enrollment Form and obtain the necessary information and signatures from its financial institution. The completed form must be submitted before payments to Subrecipient can be made.

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

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

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

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

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

## 32. REMEDIES FOR NON-COMPLIANCE.

- 32.1. DHHS may, if Subrecipient fails to comply with federal statutes, regulations, or with the terms of the Subaward:
  - 32.1.1. Impose any of the Specific Conditions listed in 2 CFR S 200.207 or 45 CFR S 75.207;
  - 32.1.2. Temporarily withhold any payments pending the correction of the deficiency by Subrecipient;
  - 32.1.3. Disallow all or part of the cost of the activity or action not in compliance;
  - 32.1.4. Wholly or partly suspend or terminate Subaward (see also Termination, below);
  - 32.1.5. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and
  - 32.1.6. Take any other remedies that may be legally available.
- 32.2. If DHHS imposes items .3, .4, or .6, above, DHHS may withhold future payments or seek repayment to recoup costs paid by DHHS.
- 32.3. If DHHS has determined, in its sole discretion, that this Subaward is also a contract for services as defined in Chapter 73 of the Nebraska Revised Statutes, the following provisions apply:
  - 32.3.1. Corrective Action Plan. If Subrecipient fails to meet the Scope of Work as set forth in the Subaward, DHHS may require Subrecipient to complete a Corrective Action Plan (hereinafter "CAP").
    - 32.3.1.1 . DHHS shall set a deadline for the CAP to be provided to DHHS, but shall provide Subrecipient reasonable notice of said deadline. In its notice, DHHS shall identify each issue to be resolved.
    - 32.3.1.2 The CAP will include, but is not limited to, a written response noting the steps being taken by Subrecipient to resolve each issue(s), including a date that the issue(s) will be resolved.
    - 32.3.1.3. If Subrecipient fails to provide a CAP by the deadline set by DHHS, fails to provide DHHS with a CAP demonstrating the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), DHHS may withhold payments (for the work or deliverables) related to the issues identified by DHHS, or exercise any other remedy set forth in this Subaward or available under law,
  - 32.3.2. Breach of Subaward. DHHS may terminate the Subaward, in whole or in part, if Subrecipient fails to perform its obligations under the Subaward in a timely and proper manner. DHHS may, by providing a written notice to Subrecipient, allow Subrecipient to cure a breach within a period of thirty (30) days or longer at DHHS's discretion, considering the gravity and nature of the breach. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of

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

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

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

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

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

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

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

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

Source: Public Law 103-227.

36. SUBRECIPIENTS OR CONTRACTORS UNDER THIS SUBAWARD.

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

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

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

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

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

38. TERMINATION.

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

notice of termination of the Subaward, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Subrecipient for the federal share of noncancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination date.  
Source: 2 CFR S 200.339 or 45 CFR S 75.372.

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

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

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

Source: 41 U.S.C. S 4712

## ADDENDUM B

### DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS SUBAWARDS

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

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

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

7. TERMINATION.

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

# Insurance Requirements

Submission date: **1 March 2022, 11:57AM**

Receipt number: **215**

Related form version: **15**

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

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

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

OWNERS: The Insurance Requirements apply to the **City** following:

PROVISIONS: **3. Commercial General Liability**  
**5. Workers' Compensation**

**Contractor shall comply with the following provisions:**

## 1. Insurance; Coverage Information

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

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

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

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

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.

**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)

**[mblatchford@lincoln.ne.gov](mailto:mblatchford@lincoln.ne.gov)**

**SALINE COUNTY ASSESSOR'S OFFICE**

PO BOX 865  
WILBER, NE 68465  
PHONE: (402) 821-2588 FAX: (402) 821-3319  
EMAIL: [bkelly@salinecountyne.gov](mailto:bkelly@salinecountyne.gov)



August 28, 2023

The following items need to be considered surplus and deleted from the Assessor's inventory:

APC XS1000 Battery Backup – 3B1027X07757

The above items are no longer usable and needed to be removed.

Respectfully,

*Brandi Kelly*

Brandi Kelly  
Saline County Assessor

**RESOLUTION NO. 2023 - \_\_\_\_\_**

**A RESOLUTION OF SALINE COUNTY, NEBRASKA, TO REMOVE CERTAIN MEMBERS OF THE BOARD OF ADJUSTMENT FOR CAUSE**

**WHEREAS** the Saline County Board of Adjustment is composed of five (5) members appointed by the Board of Commissioners, to wit: Gary Veprovsky, Jeff Koll, Aron Ourecky, Mitch Fritz, and Mark Strouf;

**WHEREAS** pursuant to Neb. Rev. Stat. 23-168.01, the Board of Commissioners, as the appointing authority, may remove members of the Board of Adjustment for cause upon written charges and after public hearing;

**WHEREAS** on August 8, 2023, the Board of Commissioners voted to initiate removal proceedings against each of the five (5) members of the Board of Adjustment and scheduled a public hearing for September 5, 2023, at 10:00AM;

**WHEREAS** notice of said hearing was provided to each of the members by certified mail, along with written charges alleging the following:

On or about Tuesday, July 25, 2023, you did:

- (a) Violate the Open Meetings Act by convening a meeting of a public body to discuss or consider matters that were not set forth on an agenda with sufficient specificity to give the public reasonable notice of the matters to be considered at the meeting; and/or

[alleged against all members]

- (b) Vote in support of entering an illegal order, against the advice of legal counsel, which resulted in a lawsuit being filed against Saline County

[alleged against all members except Veprovsky]

**WHEREAS** a notice of public hearings was published in the designated publications at least ten (10) days prior to the hearings;

**WHEREAS** on September 5, 2023, at 10:00AM the Saline County Board of Commissioners held a public hearing on the question of removing each member of the Board of Adjustment; at which said hearing evidence was adduced, each of the members was given an opportunity to respond, and the public was invited to provide input;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SALINE COUNTY, NEBRASKA:**

**Section 1.** The Board of Commissioners finds there is  **is not**  cause to remove Gary Veprovsky from the Board of Adjustment.

**Section 2.** The Board of Commissioners finds there is  **is not**  cause to remove Jeff Koll from the Board of Adjustment.

**Section 3.** The Board of Commissioners finds there is  **is not**  cause to remove Aron Ourecky from the Board of Adjustment.

**Section 4.** The Board of Commissioners finds there is  **is not**  cause to remove Mitch Fritz from the Board of Adjustment.

**Section 5.** The Board of Commissioners finds there is  **is not**  cause to remove Mark Strouf from the Board of Adjustment.

**Section 6.** The Board of Commissioners hereby orders the removal of each member for which it found cause for their removal, as set forth above, effectively immediately.

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest:

\_\_\_\_\_  
County Clerk

RESOLUTION #2023-48

BE IT HEREBY RESOLVED, by the Board of Commissioners of Saline County, NE,  
that the sum of \$165,000.00 be transferred from the Inheritance Tax Fund #2700 to the  
Road and Bridge Fund #0300, to be reimbursed when funds become available.

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

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this 5<sup>th</sup> day of September, 2023

SEAL

\_\_\_\_\_  
Saline County Clerk

RESOLUTION #2023-49

BE IT HEREBY RESOLVED, by the Board of Commissioners of Saline County, NE,  
that the sum of \$4,428.81 be transferred from the Inheritance Tax Fund #2700 to the  
Bailiff Fund #0900, to be reimbursed when funds become available.

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

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this 5th day of September, 2023

SEAL

\_\_\_\_\_  
Saline County Clerk

RESOLUTION #2023-50

BE IT HEREBY RESOLVED, by the Board of Commissioners of Saline County, NE,  
that the sum of \$7,000.00 be transferred from the Inheritance Tax Fund #2700 to the  
Grant Fund #2500, to be reimbursed when funds are available.

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

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this 5th day of September, 2023.

SEAL

\_\_\_\_\_  
Saline County Clerk

APS7040  
8/28/23  
8:27:03

SALII  
BOARD PREAPPROVAL REPORT  
GENERAL  
FROM 09/08/2023 TO 09/08/2023

| Account #                         | Description                       | Account Amt | Vendor                    | Invoice Description        | Claim #  |
|-----------------------------------|-----------------------------------|-------------|---------------------------|----------------------------|----------|
| *****                             |                                   |             |                           |                            |          |
| 602-00 CLERK                      |                                   |             |                           |                            |          |
| 00-2-0100                         | POSTAL SERVICES                   | 249.51      | QUADIENT LEASING USA, INC | INV N10053067              | 23090044 |
| 00-2-1801                         | DUES, SUB, REG, & TRAINING        | 40.00       | NACO                      | D. SPANYERS D. NETTIFEE B. | 23090037 |
|                                   |                                   |             |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |
|                                   | 602-00 CLERK                      | 289.51      |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |
| 603-00 TREASURER                  |                                   |             |                           |                            |          |
| 00-2-0100                         | POSTAL SERVICES                   | 499.02      | QUADIENT LEASING USA, INC | INV N10053067              | 23090044 |
| 00-2-1801                         | DUES, SUB, REG, & TRAINING        | 190.00      | NACO                      | D. SPANYERS D. NETTIFEE B. | 23090037 |
| 00-3-0101                         | OFFICE SUPPLIES                   | 7.40        | EAKES OFFICE PLUS         | INV 8766303-1 INV 8733756- | 23090010 |
|                                   |                                   |             |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |
|                                   | 603-00 TREASURER                  | 696.42      |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |
| 605-00 ASSESSOR                   |                                   |             |                           |                            |          |
| 00-2-0100                         | POSTAL SERVICES                   | 249.51      | QUADIENT LEASING USA, INC | INV N10053067              | 23090044 |
| 00-2-1801                         | DUES, SUB, REG, & TRAINING        | 80.00       | NACO                      | D. SPANYERS D. NETTIFEE B. | 23090037 |
|                                   |                                   |             |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |
|                                   | 605-00 ASSESSOR                   | 329.51      |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |
| 608-00 PLANNING-ZONING COMMISSION |                                   |             |                           |                            |          |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 33.34       | JOHNNY BARTA              | P&Z 8/15/23                | 23090001 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 29.41       | GERALD L BROWN            | P&Z 8/15/23                | 23090003 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 62.16       | MARK DUE                  | P&Z 8/15/23                | 23090009 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 29.41       | RONALD D FINK             | P&Z 8/15/23                | 23090016 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 24.17       | MITCH FRITZ               | BOE 8/21/23                | 23090020 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 16.31       | DAVID LYNN HERMSMEIER     | P&Z 8/15/23                | 23090024 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 62.75       | JEFFREY D KOLL            | P&Z 8/15/23 BOA 8/21/23    | 23090028 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 19.59       | KEITH L MULLER            | P&Z 8/15/23                | 23090036 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 26.79       | ARON OURECKY              | BOA 8/21/23                | 23090042 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 17.62       | MARK STROUF               | BOZ 8/21/23                | 23090059 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 41.86       | JOEL A WEBER              | P&Z 8/15/23                | 23090066 |
| 00-2-1704                         | MILEAGE ALLOWANCE                 | 62.16       | MARY JO WEBER             | P&Z 8/15/23                | 23090067 |
|                                   |                                   |             |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |
|                                   | 608-00 PLANNING-ZONING COMMISSION | 425.57      |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |
| 610-00 VOICE/DATA SERVICES        |                                   |             |                           |                            |          |
| 00-4-0200                         | IT SUPPORT-SOARIN                 | 3,908.20    | SOARIN GROUP LLC          | INV INV-10897 INV INV-1100 | 23090056 |
| 00-4-0201                         | DATA PROCESSING-MIPS              | 345.50      | STATE OF NE-DEPT OF ADMIN | INV 1384861                | 23090057 |
| 00-4-0204                         | LANDLINE SERVICES                 | 1,591.41    | WINDSTREAM                | ACCT 090935389             | 23090069 |
| 00-4-0205                         | MOBILE PHONE SERVICES             | 2,082.52    | VERIZON WIRELESS          | INV 9941718707             | 23090062 |
|                                   |                                   |             |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |
|                                   | 610-00 VOICE/DATA SERVICES        | 7,927.63    |                           |                            |          |
|                                   |                                   | *****       |                           |                            |          |

APS7040  
8/28/23  
8:27:03

SALII  
BOARD PREAPPROVAL REPORT  
GENERAL  
FROM 09/08/2023 TO 09/08/2023

| Account # 1099                                     | Description                  | Account Amt     | Vendor                    | Invoice Description         | Claim #  |
|----------------------------------------------------|------------------------------|-----------------|---------------------------|-----------------------------|----------|
| 622-00 COUNTY COURT SYSTEM-JUDGE                   |                              |                 |                           |                             |          |
| 00-4-0200                                          | EQUIPMENT RENTAL - OFFICE    | 50.03           | SHREDDING SOLUTIONS       | INV 14852                   | 23090053 |
| <b>622-00 COUNTY COURT SYSTEM-JUDGE</b>            |                              | <b>50.03</b>    |                           |                             |          |
| 641-00 BUILDING & GROUNDS (COURT HOUSE)            |                              |                 |                           |                             |          |
| 00-3-0103                                          | JANITORIAL SUPPLIES          | 38.25           | DOLLAR GENERAL CHARGE SAL | ACCT 899593338              | 23090008 |
| 00-3-0209                                          | FUEL                         | 54.05           | SHOP QWIK                 | JULY 2023                   | 23090052 |
| 00-5-0225                                          | LAWN CARE EQUIPMENT          | 12.00           | DOLLAR GENERAL CHARGE SAL | ACCT 899593338              | 23090008 |
| 00-5-0230                                          | BUILDING IMPROVEMENTS        | 1,288.32        | SIEMENS INDUSTRY INC      | INV 5331016422              | 23090055 |
| <b>641-00 BUILDING &amp; GROUNDS (COURT HOUSE)</b> |                              | <b>1,392.62</b> |                           |                             |          |
| 645-00 EXTENSION OFFICE                            |                              |                 |                           |                             |          |
| 00-1-0101                                          | SALARY - BOARD MEMBERS       | 38.58           | KAY KOTTAS                | EXT 8/16/23                 | 23090029 |
| 00-1-0101                                          | SALARY - BOARD MEMBERS       | 37.27           | SANDRA J KRIVOHAVEK       | EXT 8/16/23                 | 23090030 |
| 00-1-0101                                          | SALARY - BOARD MEMBERS       | 18.28           | AUSTIN NICHOLSON          | EXT 8/16/23                 | 23090038 |
| 00-1-0101                                          | SALARY - BOARD MEMBERS       | 22.86           | AARON NIEDERKLEIN         | EXT 8/16/23                 | 23090039 |
| 00-1-0101                                          | SALARY - BOARD MEMBERS       | 29.41           | MICHELE A RENNER          | EXT 8/16/23                 | 23090047 |
| 00-1-0101                                          | SALARY - BOARD MEMBERS       | 50.37           | DEBORAH L STEUK           | EXT 8/16/23                 | 23090058 |
| 00-2-1700                                          | TRAVEL EXPENSES              | 127.50          | SALINE COUNTY 4-H COUNCIL | REIMBURSE                   | 23090050 |
| 00-2-1704                                          | MILEAGE ALLOWANCE            | 86.07           | MADELINE WERNER           | MILEAGE                     | 23090068 |
| 00-2-2000                                          | PRINTING AND PUBLISHING      | 3.49            | SEWARD COUNTY INDEPENDENT | INV 171586                  | 23090051 |
| 00-3-0101                                          | OFFICE SUPPLIES              | 160.28          | QUILL CORPORATION         | INV 33946625 INV 33836730 I | 23090045 |
| <b>645-00 EXTENSION OFFICE</b>                     |                              | <b>574.11</b>   |                           |                             |          |
| 651-00 SHERIFF                                     |                              |                 |                           |                             |          |
| 00-1-1100                                          | UNIFORM ALLOWANCE            | 77.07           | TYSON OSBORN              | REIMBURSE                   | 23090041 |
| 00-1-1100                                          | UNIFORM ALLOWANCE            | 61.98           | VISA                      | ACCT 9495                   | 23090064 |
| 00-2-1801                                          | DUES, SUB, REG, & TRAINING   | 995.00          | SAFARILAND LLC            | G. MCKAY TRNG               | 23090007 |
| 00-2-9900                                          | MISCELLANEOUS                | 23.97           | FOOD MESTO                | WATER                       | 23090018 |
| 00-2-9900                                          | MISCELLANEOUS                | 133.34          | VISA                      | ACCT 9495                   | 23090064 |
| 00-3-0101                                          | OFFICE SUPPLIES              | 215.00          | L-TRON CORPORATION        | INV 681678                  | 23090031 |
| 00-3-0212                                          | EQUIPMENT REPAIRS-COMMERCIAL | 65.99           | SID DILLON                | INV 459588FR                | 23090054 |
| <b>651-00 SHERIFF</b>                              |                              | <b>1,572.35</b> |                           |                             |          |
| 652-00 ATTORNEY                                    |                              |                 |                           |                             |          |
| 00-3-0101                                          | OFFICE SUPPLIES              | 24.68           | EAKES OFFICE PLUS         | INV 8766303-1 INV 8733756-  | 23090010 |
| 00-5-0500                                          | OFFICE EQUIPMENT             | 337.63          | GREATAMERICA FINANCIAL SV | INV 34623644                | 23090021 |
| <b>652-00 ATTORNEY</b>                             |                              | <b>362.31</b>   |                           |                             |          |

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BOARD PREAPPROVAL REPORT  
GENERAL  
FROM 09/08/2023 TO 09/08/2023

| Account #                                      | Description                      | Account Amt      | Vendor                    | Invoice Description        | Claim #  |
|------------------------------------------------|----------------------------------|------------------|---------------------------|----------------------------|----------|
| 662-00                                         | ATTORNEY-CHILD SUPPORT           |                  |                           |                            |          |
| 00-2-1801                                      | DUES, SUB, REG, & TRAINING       | 106.95           | EQUIFAX WORKFORCE SOLUTIO | INV 2057018309             | 23090014 |
| <b>662-00 ATTORNEY-CHILD SUPPORT</b>           |                                  | <b>106.95</b>    |                           |                            |          |
| 671-00                                         | JAIL                             |                  |                           |                            |          |
| 00-1-1100                                      | UNIFORM ALLOWANCE                | 173.32           | SHANE CLINE               | REIMBURSE                  | 23090005 |
| 00-1-1100                                      | UNIFORM ALLOWANCE                | 55.96            | VISA                      | ACCT 9495                  | 23090064 |
| 00-2-0609                                      | MAINTENANCE CONTRACTS/REPAIRS    | 1,236.00         | ENGINEERED CONTROLS INC   | INV 176573 INV 176572      | 23090013 |
| 00-2-0609                                      | MAINTENANCE CONTRACTS/REPAIRS    | 1,295.20         | HORWATH LAUNDRY EQUIPMENT | INV I92178                 | 23090025 |
| 00-2-0609                                      | MAINTENANCE CONTRACTS/REPAIRS    | 343.19           | LEE'S REFRIGERATION       | INV WO-7960                | 23090033 |
| 00-2-1200                                      | OFFICE EQUIPMENT REPAIR          | 344.14           | US BANK EQUIPMENT FINANCE | INV 508650801              | 23090061 |
| 00-2-1801                                      | DUES, SUB, REG, & TRAINING       | 76.25            | CONSOLIDATED MANAGEMENT C | INV 225714                 | 23090006 |
| 00-2-1801                                      | DUES, SUB, REG, & TRAINING       | 115.24           | LANGUAGE LINE SERVICES IN | INV 11066790               | 23090032 |
| 00-2-1801                                      | DUES, SUB, REG, & TRAINING       | 260.00           | NIRMA                     | INV 30                     | 23090040 |
| 00-2-1801                                      | DUES, SUB, REG, & TRAINING       | 32.98            | VISA                      | ACCT 9495                  | 23090064 |
| 00-2-1900                                      | BOARD OF PRISONERS-MEALS         | 17,340.74        | SUMMIT FOOD SERVICE LLC   | INV2000181543 INV200018317 | 23090060 |
| 00-2-3000                                      | MEDICAL SERVICES                 | 337.00           | BESSLER FAMILY EYE CARE L | 106201571                  | 23090002 |
| 00-2-3000                                      | MEDICAL SERVICES                 | 495.99           | CITY OF WILBER AMBULANCE  | 6/6/23 TRNSPRT             | 23090004 |
| 00-2-3000                                      | MEDICAL SERVICES                 | 315.00           | FRIEND COMMUNITY HEALTHCA | 8/10/23                    | 23090019 |
| 00-2-4100                                      | WEED CONTROL-LAWN                | 189.00           | HELENA AGRI-ENTERPRISES,  | INV 301648539              | 23090023 |
| 00-2-4110                                      | PEST CONTROL                     | 194.58           | ECOLAB PEST ELIMINATION I | INV 3197681                | 23090011 |
| 00-3-0100                                      | SUPPLIES & MATERIALS-LINENS ET   | 104.08           | VISA                      | ACCT 9495                  | 23090064 |
| 00-3-0103                                      | JANITORIAL SUPPLIES              | 93.67            | EAKES OFFICE PLUS         | INV 8766303-1 INV 8733756- | 23090010 |
| 00-3-0103                                      | JANITORIAL SUPPLIES              | 78.83            | WALKER UNIFORM RENTAL     | INV 1289357                | 23090065 |
| 00-3-0105                                      | MEDICAL SUPPLIES                 | 40.99            | VISA                      | ACCT 9495                  | 23090064 |
| 00-3-0119                                      | BUILDING SUPPLIES                | 452.90           | MENARDS LINCOLN STORE NOR | INV 68315                  | 23090034 |
| 00-3-0119                                      | BUILDING SUPPLIES                | 3,144.25         | MENARDS LINCOLN STORE SOU | INV 15786                  | 23090035 |
| <b>671-00 JAIL</b>                             |                                  | <b>26,719.31</b> |                           |                            |          |
| 690-00                                         | 911 EMERGENCY SERVICES           |                  |                           |                            |          |
| 00-2-1801                                      | DUES, SUB, REG, & TRAINING       | 52.00            | NIRMA                     | INV 30                     | 23090040 |
| <b>690-00 911 EMERGENCY SERVICES</b>           |                                  | <b>52.00</b>     |                           |                            |          |
| 693-00                                         | EMERGENCY MANAGEMENT (CIVIL DEF) |                  |                           |                            |          |
| 00-2-1301                                      | TOWER EXPENSE                    | 38.30            | FARMERS COOPERATIVE       | ACCT 649705 CREDIT         | 23090015 |
| 00-3-0209                                      | FUEL                             | 75.00            | VISA                      | ACCT 6723                  | 23090063 |
| <b>693-00 EMERGENCY MANAGEMENT (CIVIL DEF)</b> |                                  | <b>113.30</b>    |                           |                            |          |

SALINE  
BOARD PREAPPROVAL REPORT  
GENERAL  
FROM 09/08/2023 TO 09/08/2023

| Account # | Description                                    | Account Amt      | Vendor                    | Invoice Description | Claim #                   |
|-----------|------------------------------------------------|------------------|---------------------------|---------------------|---------------------------|
| *****     |                                                |                  |                           |                     |                           |
| 970-00    | MISCELLANEOUS & MISC. COURTS                   |                  |                           |                     |                           |
| 00-1-1400 | MISCELLANEOUS INS                              | 62.50            | FIRST CONCORD BENEFITS GR | INV 38880           | 23090017                  |
| 00-1-1400 | MISCELLANEOUS INS                              | 256.00           | POINT C                   | INV IAA23710        | 23090043                  |
| 00-2-2301 | DIST COURT JURY FEES                           | 200.00           | BRAD KALKWARF             | JURY PANEL SLC      | 23090027                  |
| 00-2-2411 | DISTRICT COURT ATTORNEY FEES                   | 1,691.00         | EICKMAN LAW OFFICE        | CI 22-117           | 23090012                  |
| 00-2-2414 | JUVENILE ATTORNEY                              | 636.50           | KALKWARF & SMITH LAW OFFI | JV 21 85            | 23090026                  |
| 00-2-2502 | PROFESSIONAL FEE: HUMAN RESOUR                 | 1,497.00         | SOARIN GROUP LLC          | INV INV-10897       | INV INV-1100 23090056     |
| 00-2-2515 | CONTRACTUAL SERVICES (PUBLIC D                 | 9,000.00         | SCOTT RYAN GROPP, ATTORNE | SEPTEMBER 2023      | 23090022                  |
| 00-2-2601 | DISTRICT COURT COSTS                           | 111.00           | SALINE COUNTY DISTRICT CO | REIMBURSE           | 23090049                  |
| 00-2-2602 | COUNTY COURT COSTS                             | 65.99            | SALINE COUNTY ATTORNEY PE | REIMBURSE           | 23090048                  |
| 00-2-2602 | COUNTY COURT COSTS                             | 37.03            | ARLENE HAUFLE             | WITNESS FEES        | 23090070                  |
| 00-2-2800 | INSTITUTIONAL COSTS                            | 1,284.00         | REGION V SYSTEMS          | INV 23-0746         | 23090046                  |
| 00-3-0150 | MISC. VEHICLE SUPPLIES (CAR EX                 | 76.94            | SHOP QWIK                 | JULY 2023           | 23090052                  |
| *****     |                                                |                  |                           |                     |                           |
|           | <b>970-00 MISCELLANEOUS &amp; MISC. COURTS</b> | <b>14,917.96</b> | *****                     |                     |                           |
| *****     |                                                |                  |                           |                     |                           |
|           | <b>0100 GENERAL FUND</b>                       | <b>55,529.58</b> | *****                     |                     |                           |
| *****     |                                                |                  |                           |                     |                           |
| 705-00    | BRIDGE/ROAD MAINTENANCE                        |                  |                           |                     |                           |
| 00-2-1400 | ROAD EQUIPMENT REPAIR PARTS                    | 64.98            | TRUCK CENTER COMPANIES    | INV 108102398       | 23090083                  |
| 00-2-1600 | OTHER EQUIPMENT REPAIR                         | 84.75            | NEBRASKA IOWA INDUSTRIAL  | INV 6228907         | 23090077                  |
| 00-3-0106 | SHOP SUPPLIES                                  | 297.26           | NEBRASKA IOWA INDUSTRIAL  | INV 6228907         | 23090077                  |
| 00-3-0110 | SMALL TOOLS, ETC.                              | 105.93           | BEAVER HARDWARE           | INV 278828          | 23090073                  |
| 00-3-0202 | GRAVEL AND BORROW                              | 21,760.67        | BEATRICE CONCRETE CO INC  | INV S1 187004       | INV X1 18700 23090072     |
| 00-3-0202 | GRAVEL AND BORROW                              | 2,074.69         | ROCK ON INC               | INV 1796            | 23090079                  |
| 00-3-0207 | STEEL PRODUCTS                                 | 1,030.00         | MIDWEST STEEL WORKS INC   | INV 60540           | 23090076                  |
| 00-3-0211 | MACHINERY & EQUIPMENT TIRES-RE                 | 1,250.05         | POMP'S TIRE SERVICE INC   | INV 1430087389      | INV 14300873 23090078     |
| 00-3-0306 | PAVEMENT MARKING                               | 13,375.80        | STRAIGHT-LINE STRIPING IN | 8/11/23             | 23090081                  |
| 00-3-0400 | MISCELLANEOUS                                  | 23.90            | CRETE ACE HARDWARE #82127 | INV 36903/1         | 23090074                  |
| 00-5-0318 | SAFETY EQUIPMENT                               | 175.00           | THE FORT INC.             | INV 9660            | 23090082                  |
| 00-5-1207 | STRUCTURES, PIPES, BX, CULVERT                 | 43,909.40        | ACE IRRIGATION & MFG CO I | INV 009054          | INV 009055 INV 0 23090071 |
| 00-5-1302 | ENGINEERING FEES                               | 4,580.91         | SPEECE-LEWIS ENGINEERS    | INV 12605           | 23090080                  |
| 00-5-1306 | DRUG TESTING FEES & SUPPLIES                   | 32.00            | CRETE AREA MEDICAL CENTER | ACCT 8672073        | 23090075                  |
| *****     |                                                |                  |                           |                     |                           |
|           | <b>705-00 BRIDGE/ROAD MAINTENANCE</b>          | <b>88,765.34</b> | *****                     |                     |                           |
| *****     |                                                |                  |                           |                     |                           |
|           | <b>0300 ROAD &amp; BRIDGE FUND</b>             | <b>88,765.34</b> | *****                     |                     |                           |
| *****     |                                                |                  |                           |                     |                           |
| 879-00    | VISITOR IMPROVEMENT                            |                  |                           |                     |                           |
| 00-2-6040 | VISITOR PROMOTION                              | 1,200.00         | SALINE COUNTY AG SOCIETY  | REIMBURSE           | 23090084                  |

SALII  
BOARD PREAPPROVAL REPORT  
VISITORS IMPROVEMENT  
FROM 09/08/2023 TO 09/08/2023

Account # 1099 Description Account Amt Vendor Invoice Description Claim #  
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879-00 VISITOR IMPROVEMENT

\*\*\*\*\*  
1,200.00  
\*\*\*\*\*

0995 VISITORS IMPROVEMENT FUND

\*\*\*\*\*  
1,200.00  
\*\*\*\*\*

837-00 AGING SERVICES

|           |                   |        |                           |                             |          |
|-----------|-------------------|--------|---------------------------|-----------------------------|----------|
| 00-1-1400 | PROGRAM EXPENSE   | 285.00 | SAMANTHA COSAERT          | 7/26-8/22/23                | 23090085 |
| 00-1-1400 | PROGRAM EXPENSE   | 360.00 | DELANEY MAZZA             | 8/7-11/23                   | 23090088 |
| 00-1-1400 | PROGRAM EXPENSE   | 14.55  | SEWARD COUNTY INDEPENDENT | INV 172130                  | 23090090 |
| 00-1-1400 | PROGRAM EXPENSE   | 90.28  | VISA                      | ACCT 3108                   | 23090092 |
| 00-1-1400 | PROGRAM EXPENSE   | 23.67  | WILBER PLUMBING HEATING & | INV I1959                   | 23090093 |
| 00-2-1200 | HISPANIC OUTREACH | 191.25 | MARCIA EMAL               | MILEAGE FRIEND FT CLNC CRET | 23090087 |
| 00-2-1200 | HISPANIC OUTREACH | 146.25 | DARLENE PRIBYL            | MILEAGE CRETE FT CLNC DRCH  | 23090089 |
| 00-2-1200 | HISPANIC OUTREACH | 800.00 | TABITHA INC               | INV 1002                    | 23090091 |
| 00-2-1704 | MILEAGE ALLOWANCE | 53.06  | MARCIA EMAL               | MILEAGE FRIEND FT CLNC CRET | 23090087 |
| 00-2-1704 | MILEAGE ALLOWANCE | 19.00  | DARLENE PRIBYL            | MILEAGE CRETE FT CLNC DRCH  | 23090089 |
| 00-3-0400 | USDA RAW FOODS    | 401.80 | DEWITT SENIOR CENTER      | NSIP 2ND QTR                | 23090086 |

837-00 AGING SERVICES

\*\*\*\*\*  
2,384.86  
\*\*\*\*\*

2250 AGING SERVICES FUND

\*\*\*\*\*  
2,384.86  
\*\*\*\*\*

672-00 DRUG COURT

|           |                     |          |                           |                |          |
|-----------|---------------------|----------|---------------------------|----------------|----------|
| 00-2-2515 | CONTRACTED SERVICES | 1,200.00 | KALKWARF & SMITH LAW OFFI | SEPTEMBER 2023 | 23090094 |
| 00-2-3030 | DRUG TESTING        | 28.00    | REDWOOD TOXICOLOGY LABORA | INV10887220236 | 23090095 |

672-00 DRUG COURT

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1,228.00  
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2390 DRUG COURT FUND

\*\*\*\*\*  
1,228.00  
\*\*\*\*\*

666-00 JUVENILE SERVICES AID PROGRAM GRANT

|           |          |          |                |           |          |
|-----------|----------|----------|----------------|-----------|----------|
| 00-1-0200 | SALARIES | 1,122.38 | ANITA STOUGARD | 8/9-22/23 | 23090096 |
|-----------|----------|----------|----------------|-----------|----------|

666-00 JUVENILE SERVICES AID PROGRAM GRANT

\*\*\*\*\*  
1,122.38  
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BOARD PREAPPROVAL REPORT  
JUVENILE SERVICES AID PROGRAM GRA  
FROM 09/08/2023 TO 09/08/2023

| Account #                                     | Description                   | Account Amt | Vendor                | Invoice Description | Claim #  |
|-----------------------------------------------|-------------------------------|-------------|-----------------------|---------------------|----------|
| *****                                         |                               |             |                       |                     |          |
| 2516 JUVENILE SERVICES AID PROGRAM GRANT FUND |                               | 1,122.38    |                       |                     |          |
| *****                                         |                               |             |                       |                     |          |
| 911-00                                        | COVID AMERICAN RESCUE PLAN    | 274,937.82  | JJK CONSTRUCTION LLC  | C007602710 #1       | 23090097 |
| 00-2-9900                                     | COVID AMERICAN RESCUE PLAN    |             |                       |                     |          |
| 911-00 COVID AMERICAN RESCUE PLAN             |                               | 274,937.82  |                       |                     |          |
| *****                                         |                               |             |                       |                     |          |
| 2580 COVID AMERICAN RESUCE PLAN FUND          |                               | 274,937.82  |                       |                     |          |
| *****                                         |                               |             |                       |                     |          |
| 600-00                                        | 911 EMERGENCY MANAGEMENT FUND | 196.10      | WINDSTREAM            | ACCT 090010615      | 23090100 |
| 00-2-0200                                     | TELEPHONE EXP (SURCHARGE)     | 16.02       | NEMAHA COUNTY SHERIFF | 1/25/23             | 23090098 |
| 00-2-2502                                     | PROFESSIONAL FEES             | 301.00      | SOARIN GROUP LLC      | INV INV-10509       | 23090099 |
| 00-5-1217                                     | EMERGENCY PHONE 911 EQUIPMENT |             |                       |                     |          |
| 600-00 911 EMERGENCY MANAGEMENT FUND          |                               | 513.12      |                       |                     |          |
| *****                                         |                               |             |                       |                     |          |
| 2910 911 EMERGENCY MANAGEMENT FUND FUND       |                               | 513.12      |                       |                     |          |
| *****                                         |                               |             |                       |                     |          |
| 600-00                                        | 911 WIRELESS SERVICE FUND     | 90.76       | NEMAHA COUNTY SHERIFF | 1/25/23             | 23090101 |
| 00-5-1217                                     | 911 WIRELESS SERVICE FUND     | 1,233.24    | WINDSTREAM            | ACCT 090010615      | 23090102 |
| 00-5-1217                                     | 911 WIRELESS SERVICE FUND     |             |                       |                     |          |
| 600-00 911 WIRELESS SERVICE FUND              |                               | 1,324.00    |                       |                     |          |
| *****                                         |                               |             |                       |                     |          |
| 2913 911 WIRELESS SERVICE FUND                |                               | 1,324.00    |                       |                     |          |
| *****                                         |                               |             |                       |                     |          |
| 653-00                                        | WIRELESS SERVICE-HOLDING      | 2,709.00    | SOARIN GROUP LLC      | INV INV-10509       | 23090103 |
| 00-5-1217                                     | EMERGENCY PHONE 911 EQUIPMENT |             |                       |                     |          |
| 653-00 WIRELESS SERVICE-HOLDING               |                               | 2,709.00    |                       |                     |          |
| *****                                         |                               |             |                       |                     |          |

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BOARD PREAPPROVAL REPORT  
WIRELESS SERVICE-HOLDING  
FROM 09/08/2023 TO 09/08/2023

Account # 1099 Description Account Amt Vendor Invoice Description Claim #  
\*\*\*\*\*

2914 WIRELESS SERVICE-HOLDING FUND

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2,709.00  
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665-00 LAW ENFORCEMENT COMMISSARY  
00-2-1900 FOOD  
00-2-9900 MISCELLANEOUS  
00-2-9900 MISCELLANEOUS  
00-2-9900 MISCELLANEOUS  
00-2-9900 MISCELLANEOUS  
00-2-9900 MISCELLANEOUS

6,164.14 SUMMIT FOOD SERVICE LLC  
146.57 BOB BARKER COMPANY INC  
331.60 CHARM-TEX INC  
190.65 EAKES OFFICE PLUS  
2,085.03 SUMMIT FOOD SERVICE LLC  
97.36 VISA

INV2000183015 INV200018245 23090107  
INV INV1932328 23090104  
INV 0334323-IN INV 0333843- 23090105  
INV 8770515-0 23090106  
INV2000183015 INV200018245 23090107  
ACCT 9495 23090108

665-00 LAW ENFORCEMENT COMMISSARY

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9,015.35  
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2965 LAW ENFORCEMENT COMMISSARY FUND

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9,015.35  
\*\*\*\*\*

GRAND

\*\*\*\*\*  
438,729.45  
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**Pay Period**

**9 #1**

**Pay Date:**

**9/8/2023**

|                                     |              |
|-------------------------------------|--------------|
| Direct Deposits                     | \$185,543.64 |
| Tax Liabilities                     | \$62,903.30  |
| Third Party Liabilities             |              |
| Third Party Electronic Payments     | \$489.45     |
| Payroll Billing                     | \$1,958.48   |
| Total amount to be debited or wired | \$250,894.87 |

**Totals for Meeting Minutes**

|                                                        |              |
|--------------------------------------------------------|--------------|
| Ameritas – <i>Group Retirement</i>                     | \$28,208.96  |
| Blue Cross / Blue Shield (#2221)                       | \$106,544.96 |
| Health Savings Account                                 | \$18,915.27  |
| Principal – <i>Dental</i> (#5240)                      | \$2,372.37   |
| Madison National Life – <i>Group Life Ins.</i> (#3270) | \$61.55      |
| AFLAC (#155)                                           | \$952.47     |
| VSP – <i>Eye Care</i> (#4748)                          | \$580.21     |
| Empower Retirement (#5207)                             | \$4,017.00   |
| Point C – <i>Dep. Care and Unreimb. Med</i>            | \$952.07     |
| Colonial Supplement Ins. (#3334)                       | \$137.37     |
| Madison National Life – <i>Disability Ins.</i> (#3718) | \$206.71     |
| Teamsters Local Union No. 554 (#4366)                  | \$297.00     |
| New York Life (#4741)                                  | \$95.64      |
| Globe Life Insurance (#5150)                           | \$213.64     |
| Saline County Court                                    | \$510.92     |

**APPROVED**  
 This 5<sup>th</sup> Day of September 2023  
**COUNTY BOARD**

\_\_\_\_\_  
 Chairman

Approved this 5th day of September, 2023

County Board

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 \_\_\_\_\_