



Saline County Board of Commissioners

Meeting Agenda

AGENDA

SALINE COUNTY BOARD OF COMMISSIONERS

SALINE COUNTY COURTHOUSE

Wilber, NE

9:30 AM

DATE: June 11, 2024

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

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

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES OF THE PREVIOUS MEETING

CITIZENS FORUM - In compliance with the Open Meetings Act and Saline County Resolution #2023-34 a rule of five (5) minutes per person to speak has been established.

CORRESPONDENCE

REPORT OF OFFICIALS

BUSINESS FOR ACTION

Christina Reece, Southeast Nebraska Adult Drug Court - update on services and programs

Melanie Stormer, Chief Probation Officer - Update services and programs

Discuss/Approve contract with MIPS for additional professional services in regard to the current CAMA system

Discuss/Approve 2024-2025 Budget and Interlocal Agreement -Southeast Nebraska Adult Drug Court

Discuss/Approve Removing Saline County taxpayer identification number from Veterans Memorial account

Discuss/Approve Subaward with City of Lincoln - Aging Partners Areawide Plan

Discuss/Approve NIRMA 2024/2025 Billing Statement

Discuss/Approve Maximus Service Agreement 2024/2025

Discuss/Approve Prochaska & Associates proposal for remodel of old jail and sheriff's office

Discuss/Approve Resolution #2024-021 Create fund numbers for Attorney's Office Equitable Sharing Program

Discuss/Approve May 2024 Clerk Fees - \$17,896.00

Discuss/Approve May 2024 District Court Fees - \$15,529.41

Discuss/Approve Contract for Appraisal Services with Stanard Appraisal Services, Inc for the 2026 Crete Commercial and Industrial reappraisal

Discuss/Approve Blobaum & Busboom, P.C. agreement - County budget

RESOLUTIONS TO TRANSFER FUNDS

HIGHWAY SUPERINTENDENT - ROAD AND BRIDGE MATTERS

11:00 a.m. Approve to Close Bidding and Open Gravel Bids for the 2024-2025 year

Discuss/Approve to table bid selection until next Board of Commissioners meeting

11:05 a.m. Approve to Close Bidding and Open Crushed Rock Bids for the 2024-2025 year

Discuss/Approve to table bid selection until next Board of Commissioners meeting

CLAIMS APPROVAL

11:30 COUNTY GENERAL ASSISTANCE AND CLOSED SESSION MATTERS

Meeting in recess - Saline County Quarterly Jail /Law Enforcement Inspection

ADJOURNMENT

Budget for Southeast Nebraska Adult Drug Court 2024-2025				
				Expenses
Supplies	Incentives			\$250.00
	Printing Fees			\$150.00
	Office Supplies			\$400.00
	Data Processing Equipment			\$1,000.00
Training	Training Mileage			\$1,500.00
	Training Fees/Supplies			\$500.00
	Training Meal Allowance			\$600.00
Contracted Services	Public Defender			\$15,600.00
	Mileage			\$3,000.00
	Drug Testing			\$1,500.00
	Total Requested Budget to be Adopted			\$24,500.00
	Carryover from 2023-2024 Budget			\$6,800.00
	Total Amount Requested from Counties for 2024-2025			\$17,700.00

County	Participants in 2023	% of Population	Assessment	Cost
Fillmore County	3	10%	\$1,000	\$1,229.03
Gage County	25	81%	\$1,000	\$10,241.94
Jefferson County	1	3%	\$1,000	\$409.68
Saline County	2	6%	\$1,000	\$819.35
Thayer County	0	0%	\$1,000	\$0.00
Totals	31	100.00%	\$5,000	\$12,700.00

County Total Owed
\$2,229.03
\$11,241.94
\$1,409.68
\$1,819.35
\$1,000.00
\$17,700.00

Southeast Nebraska Adult Drug Court **Interlocal Agreement 2024-2025** **Saline, Jefferson, Thayer, Fillmore** **and Gage Counties**

This Interlocal Agreement is made and entered into among the Counties of Saline, Jefferson, Thayer, Fillmore and Gage in Nebraska, political subdivisions of the State of Nebraska, hereinafter referred to as the “Counties”.

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq., provides that unit of local government of the State of Nebraska may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; **and**

WHEREAS, Neb. Rev. Stat. § 13-807, et. seq., (Reissue 1997) provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; **and**

WHEREAS, the Counties are public entities as defined by Neb. Rev. Stat. § 13-803; **and**

WHEREAS, the Counties’ intention in contracting for such services is to reduce recidivism, redirect participants out of the court system and costs associated by establishing a problem solving court for the Counties, herein referred to as the Southeast Nebraska Adult Drug Court; **and**

WHEREAS, the Counties are willing to perform this service in consideration of certain amounts to be paid and established pursuant to the terms of this Agreement, **and**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

The term of this Agreement is July 1, 2024, through June 30, 2025:

1. The expenses incident to the conduct and maintenance of the Problem- Solving Court shall in the first instance be paid by Saline County, which shall act as the fiscal agent.
2. Each county shall provide office space and necessary facilities for Problem-Solving Court staff performing their official duties and shall bear the costs incident to maintenance of such offices.

3. The Problem-Solving Court shall operate as a "probation based" problem solving court and shall adhere to the Nebraska Supreme Court rules governing establishment and operation of problem solving courts.
4. Each county shall contribute to the operation of the Problem-Solving Court as shown on Exhibit A.
5. Saline County will provide courtroom security services. The prosecuting attorney for the drug court hearings will be paid by a contracted fee as indicated in attachment A. Each county will be responsible for housing its own prisoners.
6. The Counties may provide in-kind services as agreed between the parties and be reimbursed for the costs of said services they provided based upon Exhibit A.
7. In the event grant funds or similar funds are obtained for the Problem- Solving Court, the same shall be applied to defray expense of the Problem-Solving Court as authorized by such funding and to the extent possible shall be applied to the expenses of the counties on a pro rata basis.
8. Collaboration, cooperation and communication are expected between all participating parties.
9. All parties acknowledge the possibility of future reductions in County appropriations. The Counties do not guarantee the continued availability of funding for this agreement notwithstanding the consideration stated above. In the event funds to finance this agreement become unavailable either in full or in part due to such reductions in appropriations the parties may terminate this agreement or reduce the consideration upon notice in writing to the others. The effective date of such termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the parties may cancel this agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the others.
10. This Agreement shall supersede any and all previous agreements between the parties regarding the subject matter covered herein, and any previous agreements are hereby terminated by agreement of the parties.

EXECUTED this _____ day of _____, 2024 by FILLMORE County.

Chair
FILLMORE County Board of Commissioners

EXECUTED this _____ day of _____, 2024 by GAGE County.

Chair
GAGE County Board of Commissioners

EXECUTED this _____ day of _____, 2024 by JEFFERSON County.

Chair
JEFFERSON County Board of Commissioners

EXECUTED on this _____ day of _____, 2024 by SALINE County.

Chair
SALINE County Board of Commissioners

EXECUTED this _____ day of _____, 2024 by THAYER County.

Chair
THAYER County Board of Commissioners

SUBAWARD

BETWEEN

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, and Saline County, Nebraska (hereinafter "County").

1. **PURPOSE:** The purpose of this Subaward is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

This Subaward supports the Interlocal Agreement dated July 1, 2023, for the mutual benefit of the County and the City of Lincoln to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

This Subaward provides funding tied to the Aging Partners Areawide Plan as approved by the State Unit on Aging.

2. **FUNDING:** This Subaward is solely funded with state funds according to Nebraska Revised Statutes § 81-229 through § 81-2235 and Nebraska Regulation Title 15, Chapter 1.
3. **TERM:** This Subaward is in effect from July 1, 2024, through June 30, 2025.
4. **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 of the other party at least thirty (30) days prior to the effective date of termination. In the event of termination under this section, the County shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided as approved by the City of Lincoln. The City of Lincoln may also terminate the Subaward to the extent otherwise provided herein.

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

Termination of the Subaward will also lead to termination of the Interlocal Agreement.

5. **TOTAL SUBAWARD**: City of Lincoln shall pay the County a total amount not to exceed \$71,797 for the activities described in the Project Description below.
6. **PAYMENT STRUCTURE**:
 - a. Payment shall be structured as follows: City of Lincoln agrees to pay the County actual, reasonable, and necessary expenses, consistent with County's Budget (Attachment 1) and all applicable law. Advanced payments may be made no more than quarterly and are to be used by the County only to cover cost of services in the term of this contract. Advanced payments may be withheld by City of Lincoln if determined that their use is not needed over the next quarter.
 - b. The County will submit financial reports on a quarterly basis by the 15th of the month following quarter end that reconcile the advanced payments with actual costs.
7. **BUDGET CHANGES**: County will have the discretion to transfer funds between Individual cost categories, provided the cumulative result of such transfers during the term of this Subaward does not exceed ten percent (10%) of the budget. Any transfers that would cumulatively result in the County exceeding this cap must have prior written approval from the City of Lincoln.
8. **PROJECT DESCRIPTION**:
 - a. The County has agreed to do the following activities: Proactively carry out, under the leadership and direction of the State agency, a wide range of functions related to advocacy, planning, coordination, inter-agency linkages, information sharing, brokering, monitoring and evaluation, designed to lead to the development or enhancement of comprehensive and coordinated community-based systems in, or serving, each community in the planning and service area. These systems shall be designed to assist older persons in leading independent lives in their own homes and communities. All services must be provided consistent with Attachment 2.
 - b. County 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.
9. **PROGRAM REQUIREMENTS**: The County agrees to do the following:
 - a. Train program staff or contractors related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
 - b. Institute and maintain effective internal fiscal controls that comply with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations.
 - c. Prepare all financial statements in accordance with Generally Accepted Accounting Principles (GAAP).
 - d. The County shall immediately notify City of Lincoln, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, City of Lincoln may withhold 10% from all payments due until the noncompliance is corrected.

10. **INDEPENDENT CONTRACTOR:**

- a. The City of Lincoln is interested only in the results produced by this Subaward. 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 of Lincoln 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 Subaward. County further covenants that in the performance of the Subaward no person having any such interest shall be employed or retained by it under this Subaward.

11. **INDEMNIFICATION:**

- a. To the fullest extent permitted by law the County shall indemnify, defend, and hold harmless the City of Lincoln, its elected officials, officers, employees, agents, consultants, and employees or any of them from and against claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the County, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. Nothing herein shall be construed to be a waiver of sovereign immunity by the City of Lincoln.
- b. The County shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City of Lincoln, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Subaward are set forth below and shall be in effect for all times that work is being done pursuant to this Subaward. No work pursuant to this Subaward shall begin until all insurance obligations herein are met to the satisfaction of the City of Lincoln, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City of Lincoln prior to execution of the Subaward and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the County's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City of Lincoln as appropriate. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by City of Lincoln being secondary or excess.
- c. The City of Lincoln shall not be obligated to nor be liable to any party other than the County under this Subaward.

12. **INSURANCE: COVERAGE.** The County agrees to City's Insurance 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 INSURANCE REQUIREMENTS attached and incorporated herein.

13. **RESERVATION OF RIGHTS:**

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

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

15. **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.

16. **ACCESS TO RECORDS:**

- a. County shall provide access for the City of Lincoln, DHHS, or its authorized representative, to any documents, papers, or other records pertinent to this Subaward, in order to make audits, examinations, excerpts, and transcripts. The County shall provide the same access to the Auditor of Public Accounts, or any of its authorized representatives. These rights also include timely and reasonable access to County'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 County.
- b. Unless a longer period is set forth in this Subaward, County shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to Subaward, for five (5) years from the date of submission of the financial expenditure report or invoice, whichever is later.
- c. In addition to the foregoing retention periods, all records must be retained 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 audits involving the records have been resolved and final action taken.
- d. As required by law, records that fall under the provisions of the Health Insurance Portion and Accountability Act (HIPPA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR § 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.

17. **AMENDMENT:** The 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 both parties.

18. **ASSIGNMENT**: The County 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 of Lincoln. In the absence of such written consent, any assignment or attempt to assign shall constitute material noncompliance with this Subaward.

19. **CLOSEOUT AND POST-CLOSEOUT**:

- a. *Closeout*. The following closeout procedures apply to this Subaward at the end of the Subaward term:
 - i. County shall follow all invoicing and liquidation requirements contained in the Subaward.
 - ii. County shall immediately return to the City of Lincoln any unobligated balance of cash advanced or shall manage such balance in accordance with City of Lincoln instructions.
- b. *Post-Closeout Adjustments and Continuing Responsibilities*. The closeout of the Subaward does not affect any of the following:
 - i. The right of the City of Lincoln to disallow costs and recover funds on the basis of a later audit or other review. The City of Lincoln shall make any cost disallowance determination and notify County within the record retention period.
 - ii. The obligation of County to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments.
 - iii. Records retention as required Section 1 of this Addendum.

20. **COMPLIANCE WITH CIVIL RIGHTS AND EQUAL OPPORTUNITY EMPLOYMENT LAWS**:

- a. The County shall comply with all applicable local, state and federal laws 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, County shall insert a similar provision to the above, into Subawards and contracts under this Subaward.

21. **CONFIDENTIALITY**:

- a. Any and all confidential or proprietary information gathered in the performance of the Subaward, either independently or through the City of Lincoln; provided, however, that contrary provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.
- b. For the purpose of this section, “confidential or proprietary information” means any information subject to any legal requirements governing its use or disclosure. This may include, but not limited to, protected health information as defined by HIPAA.

22. **CONFLICTS OF INTEREST**: In the performance of this Subaward, County shall avoid all conflicts of interest and all appearances of conflicts of interest. County shall not acquire an interest either directly or indirectly that will conflict in any manner or degree with performance and shall immediately notify the City of Lincoln in writing of any such instances encountered.

23. **COSTS**:

- a. The County 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 purpose 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 County and is assignable in part to the Subaward in accordance with the terms set forth herein.
- b. Prohibited costs include, but are not limited to any lobbying costs, such costs are defined as unallowable in 2 CFR § 200.450; all costs of outside legal counsel or outside legal representation; fund raising and investment management costs, as defined in 2 CFR § 200.442; or any cost incurred for interest on: borrowed capital, temporary use of endowment funds, or the use of the County’s own funds. Failure to mention a particular item of cost is not intended to imply that it is either allowable or unallowable; rather, costs should be determined to be allowable as set forth in this section.
- c. All Capital Expenditures exceeding \$5,000 must be pre-approved by the City of Lincoln, 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.

24. **FUNDING OF THE SUBAWARD COSTS**:

- a. The City of Lincoln shall advance to the County a quarterly distribution of the Subaward amount.
- b. The County will submit to the City of Lincoln documentation that the funds were used for actual and allowable costs, as described in section 23.a.i, ii, and iii and in conformance with the approved Areawide Plan.
- c. The City of Lincoln must be notified by May 31, 2025, of funds not expected to be spent by year-end.

25. **DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE**: The County 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.

26. **DOCUMENTS INCORPORATED BY REFERENCE**: All references in this Subaward to laws, rules, regulations, guidelines, directives, addenda, and attachments, which set forth standards and procedures to be followed by County 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.

27. **DRUG-FREE WORKPLACE**: County certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. County shall provide a copy of its drug-free workplace policy at any time upon request by the City of Lincoln.

28. **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 Scope of Work 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 Scope of Work requirements under Subaward.

29. **FUNDING AVAILABILITY**: The City of Lincoln may terminate the Subaward, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, the City of Lincoln may terminate the Subaward with respect to those payments for the fiscal years for which such funds are not appropriated. The City of Lincoln shall give County written notice thirty (30) day prior to the effective date of any termination. The County shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily completed as of the termination date.

30. **GOVERNING LAW**:

The parties shall comply with all applicable federal, state, and local laws in the performance of this Subaward.

31. **REMEDIES FOR NON-COMPLIANCE**:

- a. THE CITY OF LINCOLN may, if County 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 County to obtain technical or management assistance;
 - iv. Establish additional prior approvals;
 - v. Temporarily withhold any payments pending the correction of the deficiency by County
 - 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 of Lincoln imposes items 31.a.vi, 31.a.vii, or 31.a.viii above, the City of Lincoln may withhold future payments or seek repayment to recoup costs paid by the City of Lincoln.
- c. County shall be liable for audit exceptions and shall return to the City of Lincoln 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 of Lincoln.
- d. Nothing in this provision shall preclude the pursuit of other remedies as allowed by law.

32. SUBAWARDEES OR CONTRACTORS UNDER THIS SUBAWARD:

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

33. **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.

34. **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:

Diann Nettifee
Saline County Clerk
204 S High St
Wilber, NE 68465
402-821-2374
clerk@salinecountyne.gov

FOR THE CITY OF LINCOLN:

Randall Jones
City of Lincoln dba Aging Partners
600 S 70th St, Bldg 2
Lincoln, NE 68510
402-441-7070
rsjones@lincoln.ne.gov

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

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

County Signature Page
City Signature Page

County Signature Page

AGREEMENT

City of Lincoln

Saline County

EXECUTION BY SALINE COUNTY, NEBRASKA

ATTEST:

SALINE COUNTY

County Clerk

Board of Commissioners Chair

Dated

City of Lincoln Signature Page

AGREEMENT

City of Lincoln

Saline County

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor, City of Lincoln

Approved by Executive Order No. _____

Dated

Attachment 1

AGING PARTNERS
 FY 2024 - 2025 BUDGET
 Saline County
 3/28/2024

EXPENSE CATEGORIES		TOTAL
1	Personnel	197,294
2	Travel	8,367
3	Printing & Supplies	22,050
4	Equipment	0
5	Building Space	0
6	Communication & Utilities	10,890
7	Other	128,736
8a.	Raw Food	64,982
8b.	Contractual Services	0
9	GROSS COST	432,319
REVENUE CATEGORIES		TOTAL
101	Client Contributions	26,365
102	User Fees	1,419
103	Medicaid	0
104	Title XX	0
105	USDA	2,661
106	Donations/Fundraising	4,093
107	Misc. Grants	7,500
108	Foundations	650
109	Other Revenue	900
110	State Other	0
111	Federal Other	0
112	City/Towns	11,000
113	Counties	305,934
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	71,797
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	0
128	CARES Act	0
129	Held for future use	0
TOTAL REVENUES:		432,319

Saline County Services		
Taxonomy Service Category	Description	Required Data Collection
Home Delivered Meals (OAA)	A meal provided to an OAA qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all the requirements of the Older Americans Act and all applicable laws.	ADLs, IADLs, Nutrition Risk, Aging Partners Intake
Home Delivered Meals (Non-OAA)	A meal provided to qualified individual in his/her place of residence.	ADLs, IADLs, Nutrition Risk, Aging Partners Intake
Congregate Meals (OAA)	A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal is served in a program that is administered by SUAs and/or AAAs and meets all the requirements of the Older Americans Act and State/Local laws.	Nutrition Risk, AP Intake
Congregate Meals (Non-OAA)	A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting.	Nutrition Risk, AP Intake
To Go Meals (OAA)	A meal provided to a qualified individual at a senior center or meal site that is not consumed onsite. The meal is served in a program administered by AAA and meets all the requirements of the Older Americans Act and all applicable laws.	ADLs, IADLs, Nutrition Risk, AP Intake
Counseling	Services that assist older adults to address issues, concerns, or make decisions. This can include counseling on specific topics like financial issues, Medicare D, housing, health insurance, taxes, etc. Counseling addresses client needs/concerns in one or two meetings with the Counseling staff, and ongoing assistance is not required. It does not include behavior/mental health therapy provided by a Licensed Mental Health Practitioner. It does not include nutrition therapy provided by a Licensed Medical Nutrition Therapist.	AP Intake
Nutrition Education	A targeted program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information that is consistent with the current Dietary Guidelines for Americans and instruction to participants, caregivers, or participants and caregivers, overseen by a dietitian or individual of comparable expertise.	Program Topic, estimated audience size
Information & Assistance	A service that: • provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; • assesses the problems and capacities of the individuals; • links the individuals to the opportunities and services that are available; and • to the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures.	
Health Activities	Health promotion and disease prevention activities that do not meet the ACL/AoA definition for an evidence-based program as defined on ACL's website. Activities may include those specified in the OAA (Section 102(14)).	AP Intake
Senior Center Hours	The hours of multipurpose senior centers are open to older individuals. Sites that only offer meals (also known as Nutrition Sites) should not be included.	
Social Activities	Provision of activities which foster the social well-being of individuals through social interaction and the satisfying use of leisure time. Activities, such as performing arts, games, and crafts, either as an observer or as a participant, facilitated by a provider.	
Outreach	This service covers activities at the provider's location (i.e. senior center) or should be organized/planned by the provider (senior center).	Estimated Audience Size
Caregiver Information & Assistance	A service that: • provides the caregiver with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; • assesses the problems and capacities of the individuals; • links the individuals to the opportunities and services that are available; and • to the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures	
Health Programs	Activities related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, fall prevention, physical activity, and improved nutrition). Activities must meet the ACL/AoA definition for an evidence-based program, as presented on ACL's website.	AP Intake
Consumable Supplies	The provision of goods to an older individual at no cost or a reduced cost directly supports the health and independence of the individual with an assessed need. This can include commodities, pantry items, and clothing distribution.	ADLs, IADLs, AP Intake
Technology & Equipment	The provision of goods to an older individual at no cost or at a reduced cost that directly supports the health and independence of the individual with an assessed need. This can include assistive technology, durable medical equipment, and emergency response systems.	ADLs, IADLs, AP Intake

Insurance Requirements

Submitted on	21 May 2024, 10:26AM
Receipt number	1455
Related form version	18

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

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

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

OWNERS: The Insurance Requirements apply to the following: City

PROVISIONS:

3. Commercial General Liability
4. Automobile Liability
5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

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

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

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

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

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

City of Lincoln

2. Certificates

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

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

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

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

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

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

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

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

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

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

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

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

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

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

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

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

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

QUESTIONS

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

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

E-mail Address (Internal use only)

kwenzl@lincoln.ne.gov



May 28, 2024

Diann Nettifee
Saline County Clerk
P.O. Box 865
Wilber, NE 68465

RE: NIRMA/NIRMA II 2024-25 Billing Statement

Dear Diann,

Anyone keeping up with the news, whether locally, nationally, or globally, is aware that the insurance landscape remains in turmoil. This has been the case for several years and shows no signs of easing anytime soon. Articles abound reporting on the ever-increasing costs for homeowners, auto, commercial, and other insurance coverage as claims counts and costs have continued to grow at a seemingly exponential pace. A mix of more costly natural disasters, persistent inflationary costs, and a deteriorating legal environment with ever more costly jury verdicts, judgments and settlements are driving things.

NIRMA and its members are certainly not immune to these growing costs, nor are we alone in facing these continued market headwinds. Again, everyone is being impacted. We remain in the midst of what many in the insurance industry describe as the toughest insurance market since the mid-1980's when NIRMA was created. We all have to contend with the ever more expensive property losses thrown at us by Mother Nature which has become an all too regular and expensive occurrence in what has already been another very active storm season.

While NIRMA self-insures a growing level of each members' claims loss, we must also purchase reinsurance to protect members against those large catastrophic losses. And this year the price NIRMA will have to pay for this reinsurance coverage is increasing once again, up more than 15 percent for liability, and 56 percent for workers' compensation. After seeing a more than 90 percent increase in our property reinsurance costs last year, we are seeing a more manageable increase this year, but another increase nonetheless. Our property reinsurers are also instituting a new severe convective storm (wind/hail) deductible and margin clause limitation on the property coverage beginning July 1. In total, NIRMA's reinsurance costs are increasing by nearly 14.5 percent above current levels which adds to NIRMA's funding needs for the coming year.

Representing the largest portion of what NIRMA bills out each year, are the loss projections of our actuaries. Unfortunately, our actuaries are projecting members' losses will increase again the coming year, the fifth consecutive year with a projected increase. Part of this is a function of membership growth as well as NIRMA assuming more of the risk with higher self-insured retentions, but also more restrictive terms/conditions being imposed by the reinsurers. Also true is that as property and equipment values, vehicle counts and other items increase, so too does our overall exposure base.

Taken together, this is a challenging combination for NIRMA and for all of us to deal with as we put together this years' renewal, but I am pleased to be able to report that this year we were able to limit the overall average increase to 6.6 percent compared to the nearly 20 percent average increase last year. And almost three dozen members will be seeing a decrease.

BOARD OF DIRECTORS

Bonnie Moore
Sarpy County

Beth Fiegenschuh
Cheyenne County

Erich Tiemann
Gage County

Lane Anderson
Keith County

Jean Andrews
Dodge County

Kathy Brandt
Morrill County

Larry Cerny
Fillmore County

L. Wayne Johnson
Clay County

R. Buddy Small
Brown County

Eric Stinson
Madison County

Darrell Zabrocki
Seward County

DIANN NETTIFEE
MAY 28, 2024
PAGE TWO

Enclosed you will find your county's NIRMA/II billing statement which details the coverages and costs for the July 1, 2024 to July 1, 2025 policy period. Please remember that in arriving at these contribution amounts, each member is uniquely impacted depending on its own individual loss history, changes in its property values, number and kinds of vehicles, payroll, and employee counts, as well as other factors. Be assured it remains the focus of the NIRMA Board of Directors each year to provide members with broad coverages and services at a competitive, stable cost.

Saline County's annual contribution amount for 2024-25 is \$323,181. This represents a \$21,666, or 7.19 percent increase from last year.

Please remember, we are in this together. When we keep claims down, we share the savings; when claims rise, we share the cost. Which is why working closely with our members, NIRMA devotes a great deal of time, attention, and resources toward many training and educational efforts designed to reduce and limit claims and losses, thereby lowering costs. I continue to encourage all members to take advantage of the many programs NIRMA offers.

We also take steps to mitigate these insurance coverage costs in other ways. One of those ways is through the issuance of dividends. Over the years NIRMA has returned \$26 million in dividends to its members, including \$561,224 to Saline County. Although dividends cannot be guaranteed, NIRMA has been able to issue one or more dividends for 28 consecutive years, which speaks to the financial strength of the pools, the ability, in partnership with our members, to manage claims, and the commitment by the NIRMA Board to return equity to our member-owners.

Finally, you will once again have a way to further reduce the contribution you are being invoiced. **With your July 1, 2024 renewal we continue to offer our members an opportunity to choose higher property deductibles.** The enclosed Alternate Property Deductible Levels exhibit shows in table format what your reduced billed contribution for a particular coverage will be if you choose a higher deductible. It also provides direction on how to communicate your intentions to NIRMA and the June 14, 2024 deadline for doing so.

As always, do not hesitate to contact our office if you have any questions concerning this billing statement or any other aspects of the NIRMA program. Be assured NIRMA stands with our members as a reliable partner in these challenging times and Saline County remains a valued and valuable member, and owner, of NIRMA.

Sincerely,



Craig L. Nelson
Executive Director

Enclosure

cc: County Board Chair w/enclosure
Emailed to other designated officials

**NIRMA & NIRMA II
RENEWAL BILLING STATEMENT
July 1, 2024 to July 1, 2025**

**Invoice For:
Saline County**

**INVOICE#: 25-22
DATE: May 28, 2024**

GENERAL LIABILITY	\$11,275
CRIME	\$3,583
PUBLIC OFFICIALS LIABILITY	\$845
EMPLOYMENT PRACTICES LIABILITY	\$9,927
PRIVACY/SECURITY EVENT LIABILITY AND EXPENSE	\$696
PROPERTY, BUILDING & CONTENTS (Includes equipment breakdown)	\$112,837
PROPERTY, MOBILE/REMOTE	\$7,974
AUTO PHYSICAL DAMAGE	\$34,131
AUTO LIABILITY	\$10,364
LAW ENFORCEMENT LIABILITY	\$24,395
WORKERS' COMPENSATION	\$107,154

Total Annual Contribution

\$323,181

Payment Due Date is June 30, 2024

Please make check payable to NIRMA and return to:

**NIRMA
P.O. Box 85210
Lincoln, NE 68501-5201**

Saline County
NIRMA ALTERNATE PROPERTY DEDUCTIBLE LEVELS
FOR JULY 1, 2024 TO JULY 1, 2025
POLICY PERIOD

Your current per loss deductibles, and the annual contribution you are paying for that deductible, are shown in the table below in bolded, blue font. The table also shows what your billed contribution for a particular property coverage would be if you choose a higher deductible for that coverage.

	\$1,000	\$2,500	\$5,000	\$10,000
AUTO PHYSICAL DAMAGE	\$34,131.00	\$30,820.00	\$27,271.00	N/A
MOBILE/REMOTE	\$8,376.00	\$7,974.00	\$7,488.00	N/A
PROPERTY, BUILDING & CONTENTS (Includes equipment breakdown)	N/A	\$112,837.00	\$108,662.00	\$102,795.00

If you are not interested in increasing any of your deductibles for any of the applicable property coverages, you can disregard this message and pay your annual contribution as indicated on the enclosed invoice. No other action is necessary.

If you are interested in increasing any of your deductibles for any one or all three of the applicable property coverages, you must notify our office of your intention no later than **June 14, 2024**. Notification must be in writing (email or fax is acceptable) and should be provided to the attention of Underwriting and Risk Manager Larry Pelan at PO Box 85210, Lincoln NE 68501-5210, or larry@nirma.info, or fax 402.742.9230.

Upon receipt of your intention to increase any or all property deductibles, you will be contacted by our office to assure you are paying the correct reduced contribution amount. A revised billing invoice will be provided.

SERVICE AGREEMENT

This Service Agreement, (this "Agreement"), is entered into this June 1, 2024 (the "Effective Date"), by and between Maximus US Services, Inc., ("Contractor" or "Maximus"), and Saline County, Nebraska ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

1. Scope of Services

Contractor will perform in a professional manner the Services detailed in Exhibit A.

2. Term

This Agreement commences on the Effective Date and remains in effect until the later of December 31, 2029 unless earlier terminated in accordance with Section 4. The parties may mutually agree to extend this Agreement for two additional one-year period, pursuant to an amendment duly signed by both parties.

3. Compensation.

Client will pay Contractor the fees for services rendered as set forth in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.

4. Termination.

- a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party will provide written notice to the breaching party specifying the nature of the breach. The breaching party will have 30 days (or a longer period if the parties mutually agree) from the date of receipt to cure any the default prior to the effective date of termination. Notice of default must be delivered by certified mail or overnight courier.
- b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client will reimburse Contractor for all reasonable costs incurred by Contractor due to such early termination.
- c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Contractor in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. Invoicing and Payment.

Client will pay Contractor a fee for Services rendered as set forth in Exhibit A. Unless stated otherwise in Exhibit A, Client will pay all invoices in full within thirty (30) days of the invoice date. Client agrees to at all times remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Contractor to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. Data Accuracy.

Contractor will guide the Client to determine the data required. Client represents that all financial and statistical information provided to Contractor by Client, its employees and agents is accurate and complete to the best of its knowledge. Client further acknowledges and agrees that Contractor is entitled to rely upon the accuracy and completeness of the data to perform the Services. Client will provide all data in a timely manner sufficient to allow Contractor to provide the Services. Contractor has no liability to Client for Client's provision of incomplete, inaccurate or untimely data.

7. Records and Inspections.

Contractor will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Contractor's normal business hours and no more than once every six months. Any employee, Contractor, subcontractor or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. Warranties.

Contractor warrants that it will perform the services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry. Contractor specifically disclaims and the Client waives, all other express or implied standard, guarantees and warranties, including but not limited to implied warranties of merchantability, or fitness for a particular purpose, custom or usage, or otherwise as to and good or services under this Agreement.

9. Client Representations & Warranties.

Client represents and warrants to Contractor that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Contractor that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

10. Ownership of Intellectual Property.

All work, reports, writings, ideas, designs, methods, computer software (both object and source code) and data recorded in any form that exist and are owned by Maximus prior to this Agreement, or that are created, developed, written, conceived or made by Maximus or any third party (whether solely or jointly with others) as a result of, or relating specifically to this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") are and shall be the exclusive property of Maximus and ownership shall vest in Maximus immediately upon creation. Nothing herein shall be deemed to grant Client any rights to the Intellectual Property except as explicitly stated in this Agreement.

11. Compatible Platforms/Hardware.

To the extent applicable to the Services that will be provided by Contractor, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. Copyright for Contractor's Proprietary Software.

To the extent that the Services provided by Contractor are generated by Contractor's proprietary software, nothing contained herein is intended nor will it be construed to require Contractor to

provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Contractor's software. Nothing in this Agreement will be construed to grant Client any rights to Contractor's materials created prior to the execution of this Agreement. All of the deliverables prepared by Contractor for Client included in the Services are specifically set out in Exhibit A.

13. Contractor Liability if Audited.

Contractor will, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Contractor will not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

14. Indemnification.

To the extent allowed by law, each party (an "Indemnifying Party") will defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.

15. Limitation of Liability.

Client agrees that Contractor's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty will not, in the aggregate, exceed USD \$15,600.

In no event will Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Contractor relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

For Maximus:

Alison Yeakey

Consultant

808 Moorefield Park Drive, Suite 205,
Richmond, VA 23236

For Saline County, Nebraska:

Diane Nettiffee

County Clerk

204 South High Street, Wilbur, NE 68465

Phone: 217.789.0041

Phone: 402.821.2374

Fax: 703.251.8240

Fax:

Email: alisonyeakey@maximus.com

Email: clerk@salinecountyne.gov

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

17. Changes.

The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

18. Miscellaneous.

- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement will be construed to provide any rights or benefits to any third-party.
- b. If Contractor is requested by Client to produce deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Contractor will execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Contractor's response and related to the reasonable fees of Contractor in responding. The foregoing does not:
(1) diminish or negate Contractor's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement;
or (2) apply in the event Contractor is compelled by subpoena from a third party to provide Contractor deliverables, documents, records, working papers, or personnel for testimony or interviews.
- c. The parties intend that Contractor, in performing the Services specified in this Agreement will act as an independent contractor and will have full control of the work and the manner in which it is performed. Contractor and Contractor's employees are not to be considered agents or employees of Client for any purpose.
- d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.
- f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Contractor rejects, and in the future is deemed to have rejected, any purchase

order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

- g. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Maximus US Services, Inc.

Saline County, Nebraska

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT A
Scope of Services & Compensation
NE CO Saline CAP 23-25
SCOPE OF SERVICES:

Description of Services:

- a) Development of a Central Services Cost Allocation Plan. The central services cost allocation plan (“CAP”) identifies the various costs incurred by the Client to support and administer federal programs. The Contractor shall prepare on behalf of the Client a CAP to identify support services performed:
- In fiscal year 2023 which will result in cost reimbursements during fiscal year 2025. Contractor shall complete CAP during fiscal year 2024;
 - In fiscal year 2024 which will result in cost reimbursements during fiscal year 2026. Contractor shall complete CAP during fiscal year 2025; and
 - In fiscal year 2025 which will result in cost reimbursements during fiscal year 2027. Contractor shall complete CAP during fiscal year 2026.
- b) Plan Contents, Contractor Staffing and Client Participation. Each CAP will contain a determination of the allowable costs of providing each supporting service, such as insurance, building maintenance, financial administration, etc. Contractor will analyze all data required, perform all cost allocation calculations, and complete the CAP in a form ready for the Client to submit for Federal and State approval. Client personnel involvement will be limited to providing the accounting and payroll records, answering questions to enable Contractor to appropriately interpret Client records, and participation in brief interviews by selected personnel to enable Contractor to determine appropriate allocation of costs across Client programs.
- c) Negotiation. Contractor shall negotiate use of the completed CAP with the appropriate Federal and State representatives, if necessary.
- d) Instruction and Monitoring. Contractor shall instruct Client personnel in preparing the claims to the State and other appropriate sources for recovery of funds due the Client. Contractor will monitor the progress of Client claims to insure the Client receives recoveries due it.

EXHIBIT B
COMPENSATION:

For Services provided as set forth in Exhibit A, Client agrees to pay Contractor compensation in the amount of Fifteen Thousand Six Hundred Dollars (\$15,600). Contractor will render to Client invoices as follows for the fees specified herein, with payment due thirty (30) days after the invoice date.

Per fiscal year, Contractor will render to Client one invoice upon delivery of the CAP deliverable for 50% of the agreed-upon amount in Exhibit B. Thereafter, the Client and the Contractor will share recoveries equally until the amount in Exhibit B is paid in full to the Contractor. Once Contractor's entire fee has been paid in full, any excess recoveries belong to the Client and no additional fee is due the Contractor.

If, in the Contractor's estimation, the Client's total recovery will be less than the fee in this Exhibit B, the Contractor may, in its sole discretion, choose to invoice the Client an amount less than 50% upon delivery of the CAP deliverable. Should the Client then recover less than the amount needed to satisfy Contractor's fees, no further payment is due the Contractor.

For Actual Fiscal Year Data 2023	\$5,200
For Actual Fiscal Year Data 2024	\$5,200
For Actual Fiscal Year Data 2025	\$5,200



Prochaska & Associates

FEE PROPOSAL

February 27th, 2024

Stephanie Krivohlavek
Saline County Commissioner – District #1
204 South High Street
Wilber, Nebraska 68465
Via Email to: commissioner1@salinecountyne.gov

RE: Remodel of Old County Jail
West 3rd & South High Streets
Wilber, Nebraska 68465

Dear Stephanie:

We want to thank you for the opportunity to propose services for this project. This Letter Agreement describes our understanding of the professional services you requested, and the proposed contractual terms under which Prochaska & Associates (PA) would seek to perform Architectural/Engineering services to you for the remodel of your Existing Jail Building into supplemental Offices for County Use. Specific terms of this proposed Agreement would be as follows:

A. SCOPE OF SERVICES

Overview:

Because you were able to furnish existing blueprints for the Old County Jail structure, we are more able to begin a productive process, and provide services less expensively to the County. From those prints, we have measured a floor area of 2,247 gross square feet, with a 557gsf two-car Garage. The structure is comprised of two finished floors, plus an unfinished basement, and the original finishes are essentially intact. The front half of the structure was originally an office and residence for the County Sheriff, and the back half was constructed as a Jail area, and today contains steel cage-type cells with penal plumbing fixtures. The net area of the jail interior is approximately 917sf per floor, and that of the residential and office portion is 996sf per floor. It is our understanding that you wish to consider remodel of all of the two upper floors into office and supplemental storage spaces for the County.

While we were there, you led a tour of the essentially unoccupied facility, and we visually detected reinforced concrete floor and wall construction with a stone exterior veneer. The Main Floor-to-Second Floor dimension for the front portion is 10'-0", and the Second Floor to roof is similar. The roof structure is flat, and we understood that a new EPDM roof was installed recently. Other than at the Main Floor, the floor elevations between the front and rear halves of the facility are different, with the Jail Second Floor approximately 2'-0" lower than the Office/Residence Second Floor. The Basement floor level under the Office/Residence is 8'-0" below the Main Floor, with essentially 7'-0" or less headroom, while a Boiler Room and Coal Room under the Jail area are dimensioned as 17'-5" floor-to-floor.

A casual observation during our tour was that the stairs and entrances are not ADA-compliant. A further observation was that the existing wood windows and jail barred windows have not been replaced. We noticed evidence of a hot-water boiler, and functioning lighting systems. The County states that the building is currently being used essentially for storage, and a few areas contained exercise weight equipment, which we understood is currently being used by Sheriff's and County staff.

In summary, the structure appears to be in very good shape, and the exterior stone purportedly has been well cared for, giving us confidence that the major impediments to re-development might be overcome.

Proposed Approach – Engineering Assessment:

It was our understanding that you were agreeable to our suggestion to bring our in-house Engineering staff to perform a thorough inspection of the various engineered systems at the former Jail facility, i.e., lighting, power, plumbing, HVAC and structural systems, and we believe including this step will provide a more complete understanding of code deficiencies, equipment life expectancies, and general adaptability of the present engineered systems. Prochaska & Associates will often provide this service, both for its value as an objective unbiased assessment, suitable for retaining as a public document, but also as a basis for inclusion in cost forecasting and analysis of design potential of the building.

Proposed Approach – Schematic Design Services:

Following completion of the Engineering Assessment, we would propose to provide traditional Schematic Design services, to attempt to depict the potential and flexibility of the facility to be adapted to modern and code-compliant Office or Storage usage. For this service, our staff will transcribe your paper blueprints into CAD files as necessary, and our designers would typically attempt to portray several schemes or layouts representing options for modifications and upgrades to the existing facility, informed by the conclusions gathered by the prior Assessment. Prochaska & Associates designers will also further modify schemes presented based upon suggestions or comments made by the County. If the County wishes, generalized order-of-magnitude cost budgeting can be performed for each option, to better enable selection.

Proposed Approach – Basic Architectural Services:

Based upon your response to various options presented during Schematic Design and budgeting information provided, the County might elect to either discontinue the process following the previous phase, or proceed with the balance of traditional Basic Architectural Services. At this point (or prior to this point), based upon the discretion of the County, Prochaska & Associates would ask to propose and negotiate a traditional Agreement and utilize an AIA-sanctioned form of Contract for further development leading to Bidding Documents and Construction phase services. Traditional phases included in the balance of this work are: Design Development, Construction Documents, Bidding and Negotiation, and Construction Administration phases.

B. COMPENSATION

For the Facility Assessment phase as described above, we would propose a **\$15,000.00 fee**. The resulting product from this phase would be an illustrated and professional narrative, with separate sections for Architectural/Structural, Plumbing, HVAC, and Electrical assessments, as well as identification of broad code deficiencies and requirements which would need to be addressed if a project is further contemplated.

For the Schematic Design phase, as described above, we would propose **an initial \$5,000.00 fee** for the initial transcription of your paper drawings into digital CAD and subsequent pdf digital reproductions. This work product will become the property of the County regardless of further steps taken towards a Project.

For providing the balance of a true Schematic Design phase, including portrayal of multiple options for redesign or modification of the building, modifications made to building exterior, presentation, and further Floor Plan modifications as may be requested by the County, we would propose a fee of **\$20,000.00**. The work product of this phase typically includes layperson-friendly floor plans and 3D images where helpful.

For traditional Basic Services, we would typically propose a **7% - 9% of Construction Cost fee**, which would depend upon project scope of work and complexity, and which would then become a fixed fee once a Contractor's Bid is accepted. *From this figure, the \$20,000 Schematic Design*

Fee described above will be deducted. It will be assumed that a traditional *Design-Bid-Build* form of Project Delivery will be used, but other delivery methods may be considered or be preferred by the County. All of the above-described Basic Service phasing will be performed, or could be modified slightly, depending upon the delivery method selected.

It will further be assumed for this Proposal that little or no external work, or new construction, such as building Additions or stand-alone new construction will be undertaken, unless agreed to by both parties in writing, and which might lead to a pro-rated and equitable adjustment in fees.

Reimbursable Expenses and Changes in Scope

The above *excludes* significant site work or Civil Engineering, unless arranged and negotiated as an Additional Service, and by written mutual consent. The above fee also *excludes* all out-of-pocket reimbursable expenses incurred by our firm in the interest of the project (printing costs, travel mileage, postage, etc.). Project services or Changes in Scope beyond those listed above would be at your discretion, would only occur by mutual written instrument, and would be negotiated or billed on an hourly basis as an *Additional Service*. The attached Wage Rate Schedule itemizes our billing rates.

C. OWNER RESPONSIBILITIES

The Owner shall provide Prochaska & Associates with any available or needed existing site data, such as Drawing Plans, Property Survey (CAD and PDF format), Geotechnical Reporting, previous Building Assessments, significant repair history, or other relevant information as requested.

D. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties involved with respect to the subject matter described, and may not be modified in any manner except by written instrument duly executed by each of the parties named below.

Ms. Krivohlavek, if any of the above assumptions are deemed incorrect or incomplete, we would request an opportunity to modify this Letter Agreement and/or renegotiate fees for this project. The appropriate signature below would acknowledge your acceptance of the general terms of this Proposal. If acceptable, please return one copy to us for our files. We very much look forward to a productive relationship with you, and want to *thank you again* for the opportunity to assist you.

Sincerely,

PROCHASKA & ASSOCIATES



Curtis A. Field, AIA
Principal

SALINE COUNTY

By: _____

Title: _____

Date: _____



PROCHASKA & ASSOCIATES

Planning • Architecture • Engineering • Interiors • Facility Management

HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>\$ Rate/Hour</u>
Principal	230
Senior Associate	195
Project Manager	175
Senior Designer	170
Mechanical Engineer	170
Electrical Engineer	170
Structural Engineer	170
Civil Engineer	170
Project Architect	170
Design Architect	155
Interior Architect	145
Technician	85
Administrative	65

RESOLUTION #2024-021

WHEREAS, the Saline County Attorney’s Office participates on the Federal Equitable Sharing (eShare) program, Department of Justice (DOJ) and Department of Treasury (USDOT) equitable sharing funds must be tracked and maintained separately.

WHEREAS, the Saline County Treasurer must maintain equitable sharing funds received by the Saline County Attorney’s Office in the same manner as appropriated funds, two separate funds will be established for tracking both revenues and expenditures for each respective program. The two accounts to be established are Federal Drug Forfeiture (DOJ) Fund #2413 and Federal Drug Forfeiture (USDOT) Fund #2414 respectively and no other funds may be commingled in these accounts.

BE IT HEREBY RESOLVED, by the Board of Commissioners of Saline County, NE, two new funds will be established in order to manage funds received via the Equitable Sharing (eShare) program to keep said funds separate from all other revenue.

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 11th day of June, 2024.

SEAL

Saline County Clerk

Saline County Clerk

REPORT OF FEES

May 2024

Copies	\$	86.50
Emailing Fees	\$	43.50
Phone & Written Searches	\$	-
Maps	\$	-
Tax Liens (Federal & State)	\$	-
Election, voter registration lists, etc.	\$	-
Marriage Licenses	\$	306.00
Real Estate	\$	4,977.00
Documentary Stamp Tax	\$	12,483.00
TOTAL	<u>\$</u>	<u>17,896.00</u>

Approved

This 11th day of June, 2024

County Board

Saline County Board
Monthly Fees/Fines Report
From 05/01/2024 to 05/31/2024

Account Description	Total Amount
Petition	385.00
Information	70.00
Automation Fee	216.00
Transcript of Lien	50.00
Probation Admn Enrollment Fee	30.00
Probation Fee (Monthly)	600.00
NSC Education Fee	27.00
Dispute Resolution Fee	20.25
Indigent Defense Fee	81.00
Uniform Data Analysis Fee	27.00
PRS Prob Fee (Monthly)	420.00
PRS Admn Enrollment Fee	30.00
Dissolution Fee	125.00
Parenting Act Fund	450.00
J.R.F.	238.00
Filing Fee-JRF	175.00
Crime Victim Fund	2.00
Civil Legal Services Fund	8.00
L.E.I.F.	16.00
Legal Aid/Services Fund	60.00
Legal Aid/Services Fund	168.75
10% Bond Fee	350.00
Seal Cert/Auth Copies	1.00
Comp Rec/Records Management Fe	225.00
Photocopy Fees	36.00
Interest on Bank Account	10.61
County Court Fees	100.00
Service Fees	21.00
Substance Abuse Testing Fees	180.00
Offender Assessment Screening	10.00
Postage	121.80
Spousal Support/Alimony	450.00
Property Settlement	1,100.00
Passport Processing Fee-County	1,085.00
Bindover Ten Percent Bond	5,400.00
Refund	90.00
Bond	3,150.00
Grand Total	15,529.41

State of Nebraska } SS
Saline County }
Filed in the County Clerk's
office Saline County, Nebraska

JUN - 4 2024

at _____ o'clock and _____ minutes
_____ County Clerk

APPROVED
This 4 Day of May 2024
COUNTY BOARD

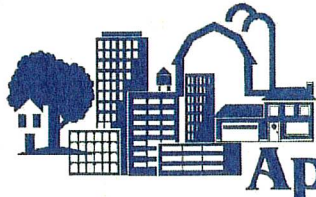
Chairman

Disposition	Felony	Misdemeanor	Traffic	Juvenile	Appeals from Trial Court	Total
Jury Impaneled:						
a. Verdict Issued	0	0	0	0	0	0
b. Disposed Prior to Verdict	0	0	0	0	0	0
Tried to Court	0	0	0	0	0	0
Preliminary Hearing Held:						
a. Bound Over	0	0	0	0	0	0
b. Dismissed by Court	0	0	0	0	0	0
Preliminary Hearing Waived	0	0	0	0	0	0
Felony Reduced to Misdemeanor	0	0	0	0	0	0
Dismissed by Prosecutor	0	0	0	0	0	0
Dismissed by Court Prior to Trial	0	0	0	0	0	0
Transferred	0	0	0	0	0	0
Guilty Plea in Court	7	0	0	0	0	7
Guilty Plea by Waiver	0	0	0	0	0	0
Total Dispositions	7	0	0	0	0	7

Disposition	Civil	Small Claims	Dom. Rel.	Appeals		Total
				Probate	From Trial Court/Admin Agency	
Jury-Verdict Issued	0	0	0	0	0	0
Jury-Disposed Before Verdict	0	0	0	0	0	0
Tried to Court	0	0	1	0	0	1
Uncontested/Default	0	0	11	0	0	11
Dismissed by Party	3	0	3	0	0	6
Dismissed by Court	0	0	10	0	0	10
Suggestion of Bankruptcy	0	0	0	0	0	0
Transferred	0	0	0	0	0	0
Stipulation Agreement/Payment (CC O	0	0	0	0	0	0
Total	3	0	25	0	0	28

SALINE COUNTY DISTRICT COURT
 Cases Filed Report
 For the Month of May , 2024

Cases Filed	Prior Pending	New Filings	Reopened Cases	Disposed Cases	Current Pending	Appealed Cases	Assign Co. Judge
Criminal							
Felony - Filed	0	0	0	0	0	0	
Felony - Bindovers	62	8	2	7	65	1	
Miscellaneous	0	0	0	0	0	0	
Misdemeanor	0	0	0	0	0	0	
Appeals - Trial Court	1	0	0	0	1	0	
	-----	-----	-----	-----	-----	-----	
Total Criminal	63	8	2	7	66	1	
Traffic							
Appeals - Trial Court	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Traffic	0	0	0	0	0	0	
Civil							
Tort	1	0	0	0	1	0	
Contract	5	1	0	1	5	0	
Real Property	5	1	0	1	5	0	
Miscellaneous	8	1	1	1	9	0	
Condemnation	0	0	0	0	0	0	
Appeals - Admin Agency	0	0	0	0	0	0	
Appeals - Trial Court	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Civil	19	3	1	3	20	0	
Domestic Relations							
Marriage Dissolution	22	5	3	6	24	0	0
Support/Custody	9	1	1	1	10	0	0
Paternity	17	2	1	2	18	0	0
URESAs	0	0	0	0	0	0	0
Protection Orders	8	7	3	16	2	0	0
Miscellaneous	0	0	0	0	0	0	0
Appeals - Trial Court	0	0	0	0	0	0	0
	-----	-----	-----	-----	-----	-----	-----
Total Domestic Relations	56	15	8	25	54	0	0
Estate							
Appeals - Trial Court	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Estate	0	0	0	0	0	0	
Subtotal	138	26	11	35	140	1	
Juvenile							
Misdemeanor/Infraction	0	0	0	0	0	0	
Felony	0	0	0	0	0	0	
Neglected/Dependent	0	0	0	0	0	0	
Status Offender	0	0	0	0	0	0	
Mentally Ill and Dangerous	0	0	0	0	0	0	
Parental	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Juvenile	0	0	0	0	0	0	
	-----	-----	-----	-----	-----	-----	
Total Cases Filed	138	26	11	35	140	1	



Stanard

Appraisal Services Inc.

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

CONTRACT FOR APPRAISAL SERVICES

WHEREAS, the Saline County Assessor and the Saline County Board of Commissioners have determined that an appraisal review of the Improved Commercial property in Crete NE and Large Industrial properties is necessary to properly equalize property values in Saline County Nebraska.

WHEREAS, this contract is made between the Saline County Assessor on behalf of and with the approval of the Saline County Board of Commissioners hereinafter referred to as the County, and Stanard Appraisal Services, Inc., hereinafter referred to as the Company.

WHEREAS, the County desires to jointly conduct the appraisal review with the Company hiring the employees and providing project supervision, project review, and appraisals of properties; and the County providing data entry of information, office space, worksheets, copies of property record cards, and other maps and like information required to conduct and complete the appraisal project;

WHEREAS, the objective of this joint project is to provide the County with an appraisal review of all designated Improved Commercial and Large Industrial properties for assessment purposes and to provide the County with adequate data to achieve equalization for the properties included in this agreement.

NOW THEREFORE THE FOLLOWING SPECIFICATIONS are to be considered as part of the mutual covenants and promises and the parties hereto agree to the following:

- A. The work for this contract will begin after the execution of this agreement by both parties.
- B. The Company and those persons it employs agree to perform pursuant to Regulations 50-001 through 50-003 as currently set forth and required by the Nebraska Tax Commissioner and achieving the standards as established by the Tax and Equalization Review Commission.
- C. The Company is an equal opportunity employer and agrees to comply with all applicable state and federal statutes and regulations, including but not

limited to the ADEA, ADA, Title VII, OSHA, taxation, worker's compensation and unemployment compensation.

D. The County requires a contract for the conducting of the appraisal review of all designated property in Saline County.

E. The County has established a completion date of March 1, 2026. The final value will be set on the parcels at that time. Timely completion of the subject review is dependent on timely completion of these duties undertaken herein by the County.

DETAILS OF SPECIFICATIONS

1. REAPPRAISAL SCOPE

A. The County has requested the appraisal review of 266 Improved Commercial properties and 14 Large Industrial properties in Saline County. The parcels will be field listed and market analysis will be undertaken.

B. The Company will rely on and utilize work product produced by the County or its agents or representatives, pursuant to other arrangements for listing new construction on the designated properties. The Company will verify measurements and information on these properties.

2. COMPENSATION

A. Compensation to the Company will be \$67,480 based on 266 Improved Commercial properties and 14 Large Industrial properties in Saline County, Nebraska. Any parcels in addition to the parcel numbers shown will be billed at the rate of \$230 per parcel for the Improved Commercial properties and \$450 per parcel for the Large Industrial properties. This is the minimum amount due and no reduction in costs will be made if the parcel number is less than the amount specified above. The compensation to be paid herein shall be billed in the amount of \$17,480 June 1, 2024 and \$2,500 billed monthly July 1, 2024 thru February 1, 2026. The compensation herein is the minimum amount due. No reduction in costs will be made if the parcel number is less than the above stated amounts. The final billing will include any parcels that are in addition to the parcel numbers shown. Payment for all monthly billings is due within 30 days. Interest at the rate of 1 1/3% per month will be charged on all payments which are more than 30 days past due.

3. RESPONSIBILITIES OF THE PARTIES

Responsibilities of the Company:

A. The Company will review, re-measure, inventory, appraise, and take photos of all properties being appraised, and gather any information that may be pertinent to arriving at the market value of the properties.

B. The Company will indicate and make corrections, additions, and deletions on the property record worksheet as provided by the County Assessor, including changes to the sketch and the building characteristics as seen when gathering the property information.

C. The Company will do exterior inspections and attempt to do interior inspections on all properties as agreed to with the County Assessor. The Company will leave call back cards on the properties in the event the property is not open for business at the time the appraiser is doing the inspection. All building permits must be in the property record cards at the time of review to avoid an additional Pick-Up review expense.

D. The Company will develop a sales and rental file of qualified sales and rental information used in the appraisal of the specified properties. Following the completion of hearings, a sales and rental manual will be given to the County with updated information used in the appraisals. The manuals may be totally completed after the deadline and not subject to the liquidated damages section.

E. The Company will measure and list any new construction and re-measure and re-list any information that is in question on existing data at the time of initial review. This pertains to the parcels listed above and does not include pick up work.

F. Digital photographs on the specified properties will be provided using digital cameras that are compatible with the County's computer program.

G. The County will provide for the data entry of information into the County's computer program by County employees.

H. Following the gathering of data, the data entry, the initial analysis, and the initial valuation, a final review of the properties will be completed. This will be a final, on-site review of each parcel to make sure all the information

has been considered and that the final value being the most accurate and the best equalization between properties has been achieved.

I. The Company will develop the statistical measures for the new valuations. This would be in accordance with the specifications as set out by the Nebraska Tax Commissioner or other governing body to which the County has to report the levels of valuation for urban property.

The County will provide the following:

A. Provide office space for maintaining files and handling telephone calls. This includes providing necessary telephone service as requested by the Company.

B. Provide access to a copy machine. The Company will not be charged a fee for copies made as part of the services the Company provides under this contract.

C. Provide plat maps of towns and rural areas as needed for locating and identifying properties.

D. Provide office space in which Company representatives may work, make phone calls, file, and review the information gathered in the field.

E. Provide for the data entry of information into the County's computer program by County employees.

F. Provide old property record cards or copies of them showing the parcel information so corrections and/or additions can be indicated.

G. The County will provide a numerical listing of the parcel numbers for the parcels of property to be included in this Contract. This listing will be provided to the Company in an Excel format before any fieldwork is initiated on this project.

H. The County will provide informal and formal notices of valuation change and shall be responsible for issuing both.

I. The County shall be responsible for arranging appointments for the informal hearings for the property owners with regard to any valuation changes.

4. PERFORMANCE CRITERIA

A. The reappraisal shall be completed in compliance with the statutory requirements governing the assessment of property in the State of Nebraska and any applicable rules and regulations of the Tax Commissioner that are in existence at the time of executing this Contract. The company will value the property described above by ascertaining the actual value thereof by Neb. Rev. Stat. 77-112, RRS. Nebr. 1943 as amended. All valuations will be as of 1/1/26.

B. The Company shall designate a qualified and responsible person to supervise operations through the entire project. The individual designated as such shall be available throughout the project to the County Assessor and County Board of Commissioners for consultation and review of the process.

5. QUALITY CONTROL

A. The Company shall maintain a high degree of accuracy in the verification of data for the appraisal process.

B. In arriving at the value of each parcel of improved property, it shall be the responsibility of the Company to consider all three approaches to value, where applicable, i.e., cost, sales comparison and income.

C. Improvements under construction or partially complete as of the completion date of this reappraisal project shall be appraised at their value to the degree of completion and coded for future retrieval.

6. PROPERTY RECORD CARDS

A. The current property record card and worksheets from the County Assessor's office shall be utilized by the Company for each parcel of property subject to appraisal under this Contract. Corrections and additions will be indicated on these cards.

7. DATA PROCESSING

A. The county shall be responsible for the data entry of all property characteristics for appraising the specified property within the scope of this project.

8. FINAL REVIEW

A. The final review shall be conducted by the Company's appraisal staff to develop a final opinion of market value for each parcel of property. The review of each property shall be used to:

1. Determine that improvement characteristics have been properly described.
2. Identify any data entry transcription errors.
3. Maintain consistent and accurate grading of buildings and improvements.
4. Consider the indicated values from all three approaches in relationship to the reconciled value where applicable.
5. Ensure that each property has been valued in relation to other properties.

B. The appraisers by the Company to conduct this phase of the project shall have valuation expertise and knowledge of the valuation techniques employed in the County as well as familiarity with the neighborhoods in the County.

C. In order to ensure accuracy and consistency, the Company's review appraiser shall have the ability to exercise judgment in arriving at a final estimate of market value with review by the County Assessor.

9. WORK AND DELIVERY SCHEDULE

A. The Company shall carry on the program of reappraisal without interruption until finished.

B. All maps, appraisals, and records, which constitute the work of the Company, shall be completed and delivered to the County at completion of the project. These records, maps, appraisals, and other information concerning the appraisals in this contract will become the property of the County.

C. The Company's timely performance of the work under the Contract is predicated on the non-occurrence of strikes, explosions, war, fire, gasoline rationing, Acts of God or any act of failure to act by officials of the County or the State which may delay or stop progress of the work. In the event of such occurrence, the Company shall be entitled to an extension of the completion date. The County Assessor, the County Board, and the Tax Commissioner must negotiate the length of any such extension of time.

D. The project shall be considered complete upon delivery to the County Assessor, on or before March 1, 2026. However, completion of the project does not release the Company of its obligation to aid and assist the County Board of Equalization or in the event any assessment is appealed to the Tax Equalization and Review Commission.

- E. After the completion of the reappraisal, there will be delivered to the County the following to become the permanent records of the County.
1. A real property record for each parcel of real estate within the County reflecting the Company's appraisal of those properties covered by this Contract.
 2. A property sales file including information on all sales of property within the County obtained by the Company throughout the process of the reappraisal program and used as comparables in arriving at market value.
 3. Any and all supporting data relative to the appraisal of the specified properties.
 4. All documentation regarding taxpayer complaints relating to the hearings.

10. OFFICE SPACE, FURNISHINGS, EQUIPMENT AND SERVICES

A. The County shall furnish for the Company employees adequate office space and facilities, including desks, chairs, tables, photocopying machines, forms, postage, printing, and all other office equipment and supplies related to the reappraisal project, heat, janitor service, and utilities.

11. INFORMAL CONFERENCE WITH PROPERTY OWNER

A. Prior to delivery of the final and related records to the County, the Company will request that the County notify each property owner by mail of the new valuation placed on their property. The cost of printing the notice and mailing the notices will be the responsibility of the County. The taxpayer will be able to review the information about their property and the data used to arrive at the valuation. Any discrepancy in the information will be corrected following the informal hearing. A telephone log and informal hearing form will be used by the Company for these hearings. The informal hearing process will be completed and valuations given to the County Assessor.

B. The County shall provide adequate space and suitable facilities to meet the taxpayers who may wish further explanation as to the appraisals and valuation procedures used in arriving at the property valuations. The Company's project supervisor and/or a review appraiser shall be available for two days (2 appraisers 8 hrs. each) at the informal hearings, until all complaints are heard and disposed of, to assist in the settlement of disputes, answer questions and defend estimate of value. The cost of this is included in the cost per parcel previously stated for the specified properties. Any additional hours will be billed at a rate of \$135/hour.

C. Upon completion of these hearings, Company personnel shall review the appraisal on any property or item on which the valuation may be disputed and make corrections where necessary to reflect market value.

12. FORMAL DEFENSE OF VALUES

A. The project director or a review appraiser for the Company shall be present, at the request of the County Board of Equalization, for all Board of Equalization hearings conducted by the County following completion of the work by the Company under this Contract. Such representation by the Company will be to assist in the settlement of those appeals and to defend the values established by the appraisal.

B. It is understood and agreed that 1 day (two people for 8 hrs. each) of assistance at the Board of Equalization hearings is included in the cost per parcel previously stated for the specified properties. Any additional hours will be billed at a rate of \$135/hour. This includes any expenses such as hotel, meals etc. The County will schedule and conduct the hearings in an expedient manner so as not to cause idle time for the Company's representatives.

C. In the event of an appeal to the Tax Equalization and Review Commission and at the request of the County, the Company shall furnish a qualified representative familiar with the project and experienced in court testimony to be present at hearings to testify as an expert witness to outline the steps taken in the appraisal and to give an opinion as to the value of the property. The cost of which is not included in the cost stated in this agreement. The compensation to the Company shall be at the rate of \$135/hour.

13. PERFORMANCE BOND

The County does not require a Performance Bond.

14. LIQUIDATED DAMAGES

Company and County agree that if the Company fails to complete its responsibilities under this Agreement, County shall be entitled to retain or recover from the Company as liquidated damages and not as a penalty, the sum of Twenty Five dollars (U.S.) per calendar day commencing on the first day following March 1, 2026 and continuing until the actual date of completion of its responsibilities. The County's responsibility of data entry completed and back to Company for the final value to be completed, must be done 14 days prior to Company's deadline in order for Company's deadline to be applicable to the later penalties. Company and County agree that all amounts payable hereunder by Company shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by

County, estimated at the time of executing this Agreement, as a result of delayed final completion of work.

15. RESTRICTIONS

A. The Company shall not assign, transfer or sublet this Contract or any interest therein without prior written approval from the County and the Tax Commissioner.

B. The Company has read and understood and is able and willing to comply with all the requirements of the appraisal regulations in conjunction with performing the work contemplated by this Agreement.

C. The appraisal firm has available for review, resumes of all employees working on and/or supervising the project as described in the applicable regulations, specifically 004.06A.

D. The full-time and exclusive control of the work performance pursuant to this agreement shall be under the jurisdiction of a supervisor who has not less than five years of appraisal experience involving extensive appraisals of the types of property to be appraised. The supervisor will be a member in good standing of a recognized professional appraisal organization requiring educational standards, passage of a comprehensive examination, and a demonstration of ability to perform an appraisal as qualifications for membership, or, in lieu of these designations, comparable education and practical appraisal experience to enable him or her to perform at that level of competence.

E. All work performed under this contract, which involves the exercise of appraisal judgment, shall be performed by appraisers who are experienced in the particular type of appraisal being conducted.

F. All manuals and guides prescribed by the Tax Commissioner shall be followed by the Company.

16. INDEPENDENT CONTRACTOR

A. The Company is not an employee or agent of the County, but shall be performing the work on the reappraisal project as an independent contractor.

17. TERMINATION

A. Before the Contract may be terminated for default, the Company shall be notified in writing by the County of the conditions that make the termination

of the Contract imminent. Thirty (30) days after this notice is given, if satisfactory effort has not been made by the Company to correct conditions, the County may declare the Contract terminated, notify the company accordingly, and pursue any right and remedy under the Contract.

B. In the event the Contract is terminated, the County reserves the right to take possession of all completed work, work in progress, material, or any other part of the work, to account for said work and material and to compensate the Company for the portion of work completed.

18. INSURANCE

A. The Company shall, at its own expense, procure and maintain casualty and liability insurance from a responsible insurer authorized to do business in the State of Nebraska. The amount of general liability insurance shall be set with amounts of a \$1,000,000 limit for bodily injury and property damage with a policy aggregate of \$2,000,000. The insurer is Nationwide Insurance and is authorized to do business in the State of Nebraska.

19. ENTIRE CONTRACT – AMENDMENTS

A. This contract may not be altered or amended except in writing executed on behalf of the Company by a duly authorized officer, on behalf of the County by the County Commissioner or the County Assessor, and approved by the Tax Commissioner.

SALINE COUNTY BOARD OF COMMISSIONERS


EXECUTED BY THE COUNTY this ____ day of _____, 2024

Brandi Kelly
Saline County Assessor

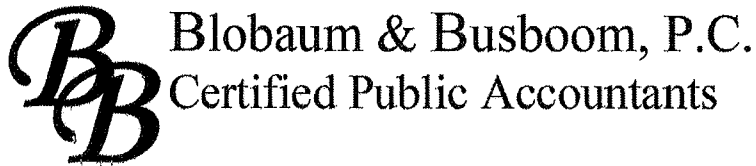
County Commissioner

Attest: This ____ day of ____, 2024

County Clerk



Darrel Stanard
Stanard Appraisal Services, Inc.



Blobaum & Busboom, P.C.
Certified Public Accountants

Brian L. Blobaum, CPA
Jennifer M. Busboom, CPA
Michael A. Blobaum, CPA

410 4th Street, P.O. Box 604 • Fairbury, NE 68352 • Phone: (402) 729-6136 • Fax: (402) 729-6157 • Email: bbcpas@windstream.net
Hebron Branch Office :120 South 4th Street • Hebron, NE 68370 • Phone: (402) 768-6485

May 29, 2024

Saline County
Saline County Commissioners
P.O. Box 865
Wilber, NE 68465

**PLEASE SIGN &
RETURN TO US**

Dear Commissioners:

We are pleased to confirm our acceptance and our understanding of the services we are to provide for Saline County Commissioners.

You have requested that we prepare the forecast of Saline County Commissioners, which comprises the proposed budget information and accompanying schedules for the year ended June 30, 2025, and the related summaries of significant assumptions (forecast), in the form prescribed by the State of Nebraska Auditor of Public Accounts, and perform a compilation engagement with respect to the forecast. The forecast will not include a summary of significant accounting policies or other required disclosures not related to the significant assumptions.

A forecast presents, to the best of management's knowledge and belief, Saline County Commissioners's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

Our Responsibilities

The objective of our engagement is to –

1. prepare the forecast in accordance with the format prescribed by the State of Nebraska Auditor of Public Accounts based on information provided by you, and
2. apply accounting and financial reporting expertise to assist you in the presentation of the forecast without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the forecast in order for it to be in accordance with the format prescribed by the State of Nebraska Auditor of Public Accounts.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the forecast.

Our engagement cannot be relied upon to identify or disclose any misstatements in the forecast, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the forecast in accordance with the format prescribed by State of Nebraska Auditor of Public Accounts and assist you in the presentation of the forecast in accordance with the format prescribed by the State of Nebraska Auditor of Public Accounts. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the format prescribed by State of Nebraska Auditor of Public Accounts and the cash basis as the financial reporting framework to be applied in the preparation of the forecast.
2. The preparation and presentation of the forecast in accordance with the format prescribed by the State of Nebraska Auditor of Public Accounts, including the disclosure of significant assumptions.
3. The design, implementation, and maintenance of internal control relevant to the preparation and presentation of the forecast that is free from material misstatement whether due to fraud or error.
4. The prevention and detection of fraud.
5. To ensure that the Saline County complies with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, you provide to us for the engagement.
7. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and presentation of the forecast, such as records, documentation, and other matters.

- additional information that we may request from you for the purpose of the compilation engagement.
- unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your forecast. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not examine or review the forecast and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it. It will also state that (1) the forecasted results may not be achieved as there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and these differences may be material; and (2) we have no responsibility to update the report for events and circumstances occurring after the date of the report.

Our report will disclose that Saline County's management has elected to omit substantially all of the disclosures required by guidelines for presentation of a forecast established by the AICPA. If the omitted disclosures were to be included in the forecast, they might influence the user's conclusions about the Village's proposed budget information and accompanying schedules. Accordingly, the forecast is not designed for those who are not informed about such matters. There may be circumstances in which the report differs from the expected form and content.

You agree to include our compilation report in any document containing the forecast that indicates we have performed a compilation engagement on the forecast and, prior to inclusion of the report, to ask our permission to do so.

Other Relevant Information


Brian L. Blobaum is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will be \$8,100. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You acknowledge that as a condition of our agreement to perform a compilation, you agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the compilation. You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Brian L. Blobaum

Accepted:
By: _____

Title: _____

Date: _____

SALINE
BOARD PREAPPROVAL REPORT
GENERAL
FROM 06/14/2024 TO 06/14/2024

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #
970-00	MISCELLANEOUS & MISC. COURTS				
00-1-0100	WELLNESS COORDINATOR WAGES	42.94	VERIZON WIRELESS	INV 9964616247	24060172
00-1-0800	INSURANCE (DEDUCTIBLES)	6,975.00	POINT C	EE HSA ER HSA	24060224
00-1-0802	GROUP INSURANCE (HEALTH)	70,888.73	MEDICA INSURANCE	EE INSURANCE ER INSURANCE	24060222
00-1-0803	DENTAL INSURANCE	972.36	PRINCIPAL	EE INSURANCE ER INSURANCE	24060226
00-1-0804	LIFE INSURANCE (GROUP)	258.78	MADISON NATIONAL LIFE INS	ER INSURANCE	24060220
00-1-0805	LONG TERM DISABILITY (GROUP)	452.54	MADISON NATIONAL LIFE INS	ER INSURANCE	24060221
00-1-0900	RETIREMENT CONTRIBUTIONS	15,496.70	AMERITAS LIFE	EE RETIREMENT ER RETIREMEN	24060216
00-1-1400	MISCELLANEOUS INS	6,822.46	MID AMERICA BENEFITS	HRA MAY 2024	24060146
00-1-1400	MISCELLANEOUS INS	581.25	MID-AMERICAN BENEFITS LLC	INV 000025910	24060147
00-2-2411	DISTRICT COURT ATTORNEY FEES	304.00	MATTHEW K KOSMICKI	CR 22-11	24060138
00-2-2411	DISTRICT COURT ATTORNEY FEES	769.50	LEPANT LAW OFFICE PC LLO	CR 24-19	24060143
00-2-2502	PROFESSIONAL FEE: HUMAN RESOUR	1,497.00	SOARIN GROUP LLC	INV INV-12475 INV INV-1243	24060164
00-2-2515	CONTRACTUAL SERVICES (PUBLIC D	9,275.50	SCOTT RYAN GROPP, ATTORNE	JUNE 2024 REIMBURSE	24060133
00-2-2601	DISTRICT COURT COSTS	87.40	SALINE COUNTY ATTORNEY PE	REIMBURSE	24060161
00-2-2601	DISTRICT COURT COSTS	130.00	SALINE COUNTY DISTRICT CO	CLAIMS 1783	24060162
00-2-2601	DISTRICT COURT COSTS	127.77	SEWARD COUNTY INDEPENDENT	INV 188063 INV 187887	24060163
00-2-2602	COUNTY COURT COSTS	1,299.38	NEBRASKA HEALTH & HUMAN S	ACCT 175008	24060149
00-2-2602	COUNTY COURT COSTS	210.00	NEBRASKA PUBLIC HEALTH EN	INV 577460	24060150
00-2-2603	JUVENILE COURT COSTS	700.00	CEDARS YOUTH SERVICES	INV 2024-01	24060002
00-2-2800	INSTITUTIONAL COSTS	2,568.00	REGION V SYSTEMS	INV 24-0521	24060158
00-2-7000	MICROFILMING/PHOTOSTAT	196.00	EAKES OFFICE PLUS	INV 8937848-0 INV 8941811-	24060007
00-2-9900	MISCELLANEOUS	450.00	KUNCL FUNERAL HOME INC.	5/20/24	24060141

970-00 MISCELLANEOUS & MISC. COURTS

120,105.31

APS7040
6/05/24
16:48:16

SALINE
BOARD PREAPPROVAL REPORT
GENERAL
FROM 06/14/2024 TO 06/14/2024

Account # 1099 Description Account Amt Vendor Invoice Description Claim #

Account #	Description	Amt	Vendor	Invoice Description	Claim #
610-00	VOICE/DATA SERVICES				
00-4-0200	IT SUPPORT-SOARIN	4,129.60	SOARIN GROUP LLC	INV INV-12475	24060164
00-4-0205	MOBILE PHONE SERVICES	2,306.20	VERIZON WIRELESS	INV 9964616247	24060172

610-00 VOICE/DATA SERVICES *****
6,435.80

APS7040
6/05/24
16:48:16

SALINE
BOARD PREAPPROVAL REPORT
COURTHOUSE BUILDING-DEBT SERVICE
FROM 06/14/2024 TO 06/14/2024

Account #	Description	Account Amt	Vendor	Invoice Description	Claim #

900-00	COURTHOUSE BUILDING BONDS-DEBT SERV				
00-6-0200	INTEREST PAYMENTS	35,231.25	UNION BANK & TRUST	ACCT 2005082	24060214
00-6-0302	DEBT SERVICE INTEREST (MARKET	763.04-	UNION BANK & TRUST	ACCT 2005082	24060214

900-00	COURTHOUSE BUILDING BONDS-DEBT SERV	34,468.21			

3402	COURTHOUSE BUILDING-DEBT SERVICE FUND	34,468.21			

	GRAND	402,071.31			

SALINE
CURRENT EXPENDITURES FOR JUNE 14, 2024
(0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

970-00	MISCELLANEOUS & MISC. COURTS					

	CLASS TOTAL	.00	.00	.00	.00	0%
1-0100	WELLNESS COORDINATOR WAGES	2,000.00	1,284.94	21,070.02	19,070.02-	54%
1-0800	INSURANCE (DEDUCTIBLES)	403,000.00	6,975.00	347,243.81	55,756.19	86%
1-0801	WORKMAN'S COMPENSATION	110,000.00	.00	.00	110,000.00	0%
1-0802	GROUP INSURANCE (HEALTH)	1,290,000.00	78,875.09	1,088,759.92	201,240.08	84%
1-0803	DENTAL INSURANCE	29,000.00	972.36	22,215.26	6,784.74	77%
1-0804	LIFE INSURANCE (GROUP)	1,700.00	258.78	3,253.14	1,553.14-	191%
1-0805	LONG TERM DISABILITY (GROUP)	1,500.00	452.54	4,790.64	3,290.64-	319%
1-0900	RETIREMENT CONTRIBUTIONS	384,000.00	15,496.70	376,229.96	7,770.04	98%
1-0903	PRIOR SERVICE	200.00	.00	.00	200.00	0%
1-0904	HIGHWAY SUPER PROGRAM COMPLIANCE	10,000.00	346.16	8,654.00	1,346.00	87%
1-1000	OASI-SOCIAL SECURITY	445,000.00	16,223.22	402,688.19	42,311.81	90%
1-1200	CATASTROPHIC LEAVE HOLDING	15,000.00	.00	.00	15,000.00	0%
1-1201	RETIREMENT SICK & VACATION PAY	64,000.00	.00	39,300.96	24,699.04	61%
1-1400	MISCELLANEOUS INS	8,000.00	7,403.71	30,215.29	22,215.29-	378%
1-1500	UNEMPLOYMENT CONTRIBUTIONS	10,000.00	.00	5,243.40	4,756.60	52%

	CLASS TOTAL	2,773,400.00	128,288.50	2,349,664.59	423,735.41	85%
2-0600	INSURANCE PREMIUMS	210,000.00	.00	.00	210,000.00	0%
2-1150	LB 644 NOTICE COSTS	10,000.00	.00	.00	10,000.00	0%
2-1801	DUES, SUB, REG, & TRAINING	6,000.00	.00	2,693.62	3,306.38	45%
2-1817	SAFETY COMMITTEE	5,000.00	.00	.00	5,000.00	0%
2-1901	BOARD CONTRACTS PRISONERS	70,000.00	.00	.00	70,000.00	0%
2-2000	PRINTING AND PUBLISHING (P & P)	13,000.00	.00	8,983.65	4,016.35	69%
2-2301	DIST COURT JURY FEES	33,000.00	.00	2,035.78	30,964.22	6%
2-2302	COUNTY COURT JURY FEES	3,000.00	.00	.00	3,000.00	0%
2-2401	COURT APPOINTED ATTORNEY (M H ATTY)	1,000.00	.00	.00	1,000.00	0%
2-2411	DISTRICT COURT ATTORNEY FEES	100,000.00	1,073.50	58,553.54	41,446.46	59%
2-2412	COUNTY COURT ATTORNEY	17,000.00	.00	15,485.64	1,514.36	91%
2-2414	JUVENILE ATTORNEY	45,000.00	.00	42,095.76	2,904.24	94%
2-2417	LEGAL FEES	10,000.00	.00	.00	10,000.00	0%
2-2502	PROFESSIONAL FEE: HUMAN RESOURCES	38,000.00	1,497.00	23,964.00	14,036.00	63%
2-2515	CONTRACTUAL SERVICES (PUBLIC DEF)	112,000.00	9,275.50	112,153.50	153.50-	100%
2-2540	AUDIT COSTS	15,000.00	.00	15,996.34	996.34-	107%
2-2601	DISTRICT COURT COSTS	83,000.00	345.17	20,423.97	62,576.03	25%
2-2602	COUNTY COURT COSTS	45,000.00	1,509.38	46,064.69	1,064.69-	102%
2-2603	JUVENILE COURT COSTS	10,000.00	700.00	2,029.69	7,970.31	20%
2-2700	MENTAL HEALTH BOARD COSTS	9,000.00	.00	8,317.20	682.80	92%
2-2800	INSTITUTIONAL COSTS	32,000.00	2,568.00	23,112.00	8,888.00	72%
2-2903	JUVENILE SERVICES AID	22,000.00	.00	22,000.00	.00	100%

SALINE
CURRENT EXPENDITURES FOR JUNE 14, 2024
(0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

2-2915	JUVENILE CONTRACTUAL COST (JUV DET)	30,000.00	.00	.00	30,000.00	0%
2-3050	EMERGENCY RELIEF	10,000.00	.00	1,386.12	8,613.88	14%
2-3400	RELIEF--COUNTY BURIALS	12,000.00	.00	2,390.00	9,610.00	20%
2-4300	ECONOMIC DEVELOPMENT	7,034.00	.00	7,034.00	.00	100%
2-4400	AMBULANCE COSTS	34,400.00	.00	45,200.00	10,800.00-	131%
2-4401	SOIL AND WATER CONSERVATION	2,840.00	.00	.00	2,840.00	0%
2-4411	AREA AGENCY ON AGING COST	34,029.00	.00	34,029.00	.00	100%
2-4420	MENTAL HEALTH ACT SYSTEMS-REGION V	38,276.00	.00	38,276.00	.00	100%
2-4421	MENTAL HEALTH SERVICES ACT-REGION V	25,276.00	.00	25,276.00	.00	100%
2-4422	ALCOHOLISM SERVICES ACT	5,448.00	.00	5,448.00	.00	100%
2-4423	HOPE CRISIS CENTER	14,371.00	.00	14,371.00	.00	100%
2-4425	DOMESTIC ABUSE PROGRAM (CISDA)	4,400.00	.00	4,400.00	.00	100%
2-4432	HANDI-BUS	6,200.00	.00	6,200.00	.00	100%
2-4436	COMMUNITY ACTION PROGRAM	11,545.00	.00	11,545.00	.00	100%
2-4447	EM/PHS/REGION V	8,300.00	.00	4,000.00	4,300.00	48%
2-5871	EMPLOYEE RECOGNITION	7,000.00	.00	6,806.27	193.73	97%
2-7000	MICROFILMING/PHOTOSTAT	4,500.00	196.00	3,927.87	572.13	87%
2-7200	ABANDONED CEMETERY	8,500.00	.00	7,100.00	1,400.00	84%
2-7400	BUDGET ASSISTANCE	7,000.00	.00	7,350.00	350.00-	105%
2-8301	PROBATION OFFICER	12,070.00	.00	12,445.32	375.32-	103%
2-9900	MISCELLANEOUS	100,000.00	450.00	98,642.49	1,357.51	99%

	CLASS TOTAL	1,272,189.00	17,614.55	739,736.45	532,452.55	58%
3-0150	MISC. VEHICLE SUPPLIES (CAR EXP)	11,000.00	.00	6,005.29	4,994.71	55%

	CLASS TOTAL	11,000.00	.00	6,005.29	4,994.71	55%

	CLASS TOTAL	.00	.00	.00	.00	0%

	CLASS TOTAL	.00	.00	.00	.00	0%
7-0200	INTER FUND TRANSFERS	4,224,295.00	.00	.00	4,224,295.00	0%

	CLASS TOTAL	4,224,295.00	.00	.00	4,224,295.00	0%

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SALINE
CURRENT EXPENDITURES FOR JUNE 14, 2024
(0100) GENERAL

	Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

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970-00 MISCELLANEOUS & MISC. COURT	8,280,884.00	145,903.05	3,095,406.33	5,185,477.67	37%

SALINE
CURRENT EXPENDITURES FOR JUNE 14, 2024
(2700) INHERITANCE TAX

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

982-00	INHERITANCE TAX-SPECIAL					
2-4200	CONTINGENT EXPENSE	1,284,003.00	.00	.00	1,284,003.00	0%

	CLASS TOTAL	1,284,003.00	.00	.00	1,284,003.00	0%

	CLASS TOTAL	.00	.00	.00	.00	0%

	CLASS TOTAL	.00	.00	.00	.00	0%
7-0200	INTER FUND TRANSFERS	3,486,000.00	.00	.00	3,486,000.00	0%

	CLASS TOTAL	3,486,000.00	.00	.00	3,486,000.00	0%

982-00	INHERITANCE TAX-SPECIAL	4,770,003.00	.00	.00	4,770,003.00	0%

2700	INHERITANCE TAX	4,770,003.00	.00	.00	4,770,003.00	0%

SALINE
CURRENT EXPENDITURES FOR JUNE 14, 2024
(3300) JAIL BOND - DEBT SERVICE

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

900-00	JAIL BOND - DEBT SERVICE					
	----- CLASS TOTAL	.00	.00	.00	.00	0%
	----- CLASS TOTAL	.00	.00	.00	.00	0%
7-0200	INTER FUND TRANSFERS	10,200.00	.00	.00	10,200.00	0%
	----- CLASS TOTAL	10,200.00	.00	.00	10,200.00	0%
	----- 900-00 JAIL BOND - DEBT SERVICE	10,200.00	.00	.00	10,200.00	0%
3300	----- JAIL BOND - DEBT SERVICE	10,200.00	.00	.00	10,200.00	0%

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SALINE
 CURRENT EXPENDITURES FOR JUNE 14, 2024
 (3402) COURTHOUSE BUILDING-DEBT SERVICE

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

900-00	COURTHOUSE BUILDING BONDS-DEBT SERV					
6-0100	PRINCIPAL PAYMENTS	465,000.00	.00	465,000.00	.00	100%
6-0200	INTEREST PAYMENTS	75,113.00	35,231.25	75,112.50	.50	100%
6-0301	RE-APPROPRIATED	451,290.00	.00	.00	451,290.00	0%
6-0302	DEBT SERVICE INTEREST (MARKET FLUX)	.00	763.04-	816.96-	816.96	0%

	CLASS TOTAL	991,403.00	34,468.21	539,295.54	452,107.46	54%

900-00	COURTHOUSE BUILDING BONDS-D	991,403.00	34,468.21	539,295.54	452,107.46	54%

3402	COURTHOUSE BUILDING-DEBT SERVICE	991,403.00	34,468.21	539,295.54	452,107.46	54%

SALINE
CURRENT EXPENDITURES FOR JUNE 14, 2024
(3700) HIGHWAY BOND

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

900-00	HIGHWAY BOND					
6-0100	PRINCIPAL PAYEMENT	320,000.00	.00	320,000.00	.00	100%
6-0200	INTEREST PAYMENT	28,600.00	.00	28,600.00	.00	100%
6-0301	REAPPROPRIATED	250,700.00	.00	.00	250,700.00	0%
6-0302	DEBT SERVICE INTEREST (MARKET FLUX)	.00	.00	294.65-	294.65	0%

	CLASS TOTAL	599,300.00	.00	348,305.35	250,994.65	58%

	900-00 HIGHWAY BOND	599,300.00	.00	348,305.35	250,994.65	58%

3700	HIGHWAY BOND	599,300.00	.00	348,305.35	250,994.65	58%

SALINE
CURRENT EXPENDITURES FOR JUNE 14, 2024
(0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

601-00	BOARD					
1-0100	OFFICIALS SALARY	187,775.00	7,367.26	181,406.65	6,368.35	97%

	CLASS TOTAL	187,775.00	7,367.26	181,406.65	6,368.35	97%
2-1700	TRAVEL EXPENSES	2,000.00	.00	2,092.50	92.50-	105%
2-1704	MILEAGE ALLOWANCE	3,000.00	.00	2,777.04	222.96	93%
2-1801	DUES, SUB, REG, & TRAINING	5,000.00	.00	5,888.70	888.70-	118%
2-9900	MISCELLANEOUS	200.00	.00	.00	200.00	0%

	CLASS TOTAL	10,200.00	.00	10,758.24	558.24-	105%
3-0101	OFFICE SUPPLIES	500.00	.00	159.57	340.43	32%

	CLASS TOTAL	500.00	.00	159.57	340.43	32%
5-0500	OFFICE EQUIPMENT	2,500.00	.00	.00	2,500.00	0%

	CLASS TOTAL	2,500.00	.00	.00	2,500.00	0%

601-00	BOARD	200,975.00	7,367.26	192,324.46	8,650.54	96%

SALINE
CURRENT EXPENDITURES FOR JUNE 14, 2024
(0100) GENERAL

		Budget Adopted	Expenditures	Year-to-date Expenditures	Budget Remaining	Percent Used

610-00	VOICE/DATA SERVICES					

	CLASS TOTAL	.00	.00	.00	.00	0%

	CLASS TOTAL	.00	.00	.00	.00	0%
4-0200	IT SUPPORT-SOARIN	35,000.00	4,129.60	57,065.00	22,065.00-	163%
4-0201	DATA PROCESSING-MIPS	27,000.00	.00	27,282.70	282.70-	101%
4-0202	DATA PROCESSING-PAYROLL (ISOLVE)	50,000.00	2,014.08	31,571.89	18,428.11	63%
4-0203	INTERNET SERVICES	50,000.00	.00	34,501.18	15,498.82	69%
4-0204	LANDLINE SERVICES	70,000.00	.00	47,401.96	22,598.04	68%
4-0205	MOBILE PHONE SERVICES	35,000.00	2,306.20	28,162.88	6,837.12	80%
4-0206	WEBSITE SERVICES	6,000.00	.00	135.00	5,865.00	2%
4-0207	EMAIL SERVICES	6,000.00	.00	7,138.56	1,138.56-	119%

	CLASS TOTAL	279,000.00	8,449.88	233,259.17	45,740.83	84%

	CLASS TOTAL	.00	.00	.00	.00	0%

610-00	VOICE/DATA SERVICES	279,000.00	8,449.88	233,259.17	45,740.83	84%

Pay Period

6 #1

Pay Date:

6/14/2024

Direct Deposits	\$197,964.38
Tax Liabilities	\$68,980.23
Third Party Liabilities	
Third Party Electronic Payments	\$489.45
Payroll Billing	\$2,014.08
Total amount to be debited or wired	\$269,448.14

Totals for Meeting Minutes

Ameritas – <i>Group Retirement</i>	\$32,540.66
Medica (#5359)	\$102,787.63
Health Savings Account	\$10,196.64
Principal – <i>Dental</i> (#5240)	\$2,461.80
Madison National Life – <i>Group Life Ins.</i> (#3270)	\$325.31
AFLAC (#155)	\$971.96
VSP – <i>Eye Care</i> (#4748)	\$588.07
Empower Retirement (#5207)	\$3,026.61
Point C – <i>Dep. Care and Unreimb. Med</i>	\$1,187.07
Colonial Supplement Ins. (#3334)	\$177.43
Madison National Life – <i>Disability Ins.</i> (#3718)	\$564.65
Teamsters Local Union No. 554 (#4366)	\$392.00
New York Life (#4741)	\$95.64
Globe Life Insurance (#5150)	\$213.64
Saline County Court	\$261.36

Approved this 11th day of June, 2024

County Board

Chairman
