

March 7<sup>th</sup>, 2023  
Antelope County Board of Commissioners  
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, March 7<sup>th</sup>, 2023, at 9:01 AM in the County Commissioner's Meeting Room, Antelope County Courthouse Annex, Neligh, Nebraska. Meeting was called to order by Chairman Henery with the following board members responding to roll call: Heithoff, Williby, Jacob, Krebs and Henery. Chairman Henery stated the open meeting laws are posted on the east wall of the Commissioner's Meeting Room with more copies available at the County Clerk's Office.

Notice of the meeting was given in advance thereof by publication in the three (3) county newspapers, legal newspapers printed and in general circulation in Antelope County, Nebraska as shown by proof of publication filed in the County Clerk's office. The agenda for said meeting was sent to all members of the County Board of Commissioners. Meeting was available by Zoom.

**Pledge of Allegiance was recited.**

**Agenda:** Motion by Commissioner Jacob, seconded by Commissioner Heithoff to approve agenda as presented. Voting aye: Heithoff, Williby, Krebs, Jacob and Henery. Nays none. Motion carried.

**Minutes of the February 14<sup>th</sup>, 2023, Board of Commissioners Meeting:** Motion by Commissioner Williby, seconded by Commissioner Heithoff to approve minutes as submitted. Voting aye: Heithoff, Williby, Krebs, and Henery. Jacob abstains. Nays none. Motion carried.

**Correspondence was reviewed:** Improvement Fund Balance Resolution; NDOT letter regarding project planning notice; Department of Environment and Energy letter regarding Randy M. Frey Livestock Concentrated Animal Feeding Operation in SE<sup>1</sup>/<sub>4</sub> Section 14, Township 25, Range 5; copy of the opioid settlement checks and claim from February 2023; Copy of Applied Connective Technologies IT services upgrade contract; copy of Catastrophic Inmate Medical Insurance Agreement; Floodplain/Floodway Development Permit Application; Thank you form Youth Enrichment Center; Pledge Collateral Review Pinnacle Bank Clerk & Treasurer; federal aviation postcard regarding Battle Creek Project; Dawn Koehlmos letter regarding overall all County funding; Zoom meeting for updating Personnel Manual; advertising for seasonal help Road Department and Weed Department; Certified Payroll report for Koinzan Road – Prouty Construction.

**Opioid Claim** – Commissioners requested to hold item until May 2023 meeting(s). No action today.

**The Clerk of the District Court Report** for February was reviewed and put on file.

**Zoning Permit Report for February** was reviewed and put on file.

**The Treasurer's Fund Balance Report** for February was reviewed and put on file.

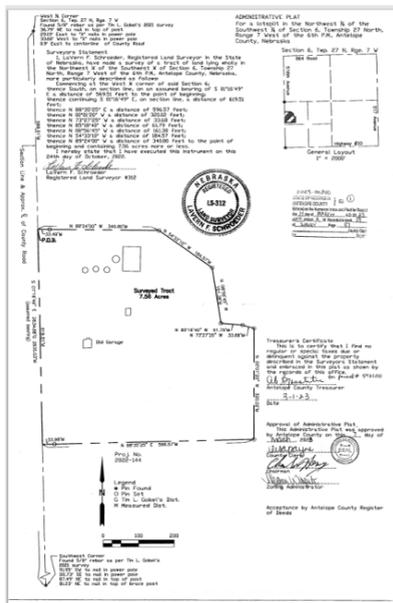
**The Treasurer's Miscellaneous Revenue Report** for February was reviewed and put on file.

**The Sheriff Miscellaneous Fee Report** for February was reviewed and put on file.

**Zoning Administrator Report:** Mrs. Wingate met with the Commissioners.

**Zoning Permit** was reviewed. No comments.

**Administrative Plat:** Kaleb Finch presented a 7.56 Acre Plat split from parent parcel owned by Helen Wantz (Kaleb's Grandmother). This is in the SW<sup>1</sup>/<sub>4</sub> 6-27-7 - 7.56 Acres. This is an old building site and has electricity, access, and a well there. Motion by Commissioner Williby, seconded by Commissioner Heithoff to approve Administrative Plat. Voting aye: Williby, Heithoff, Krebs, Jacob and Henery. Nays none. Motion carried.



**Region 11** - Bobbi Risor met with the Commissioners regarding update of the Region 11 agreement. After recent position and employee changes in the City of Norfolk the Direct Report chain of command has been upgraded. The agreement presented today is the exact agreement, however in two (2) places the direct report person has been updated. The Commissioners requested County Attorney, Joe Smith, review the contract. It will be presented next week for signing. No other action today.

**Applied Connective Technology:** currently, there is not a centralized server in the Courthouse for centralized data storage, application use, network/user authentication, etc. Also, the Assessor and Treasurer's Offices are not included in the same Ninja RMM patch management, reporting, monitoring and endpoint protection systems as the rest of the Courthouse. Applied Connective is proposing the the current arrangement with Simple Minds be ended and the old Terrascan systems be moved back on premise for archive lookup. Installation of a centralized server for all department use (excluding Sheriff). Centralize data and applications and cloud backup services. With the upgrade of programs for the Assessor and Treasurer, and in keeping current with internet programs and connection and utilization of state sponsored programs as well as keeping daily work and protected information safe, Applied Connective Technology intend to install memory, server and a rack to house the Courthouse programming. The adding of the Treasurer and Assessor for internet security – as they were previously protected by Simple Minds PC. The initial cost is approximately \$10,700.00, in the future the computers will be protected by Applied Connective as all other courthouse computers/programs, so monthly fees will increase. Motion by Commissioner Heithoff, seconded by Commissioner Williby to approve and authorize Chairman to sign contract. Voting aye: Williby, Heithoff, Krebs,

Jacob and Henery. Nays none. Motion carried.

Description	Price	Qty	Ext. Price
Dell PowerEdge R330 Rack Chassis Server, 2.8" Chassis with up to 8 Hot Plug Hard Drives and 4GB PERC, Dual, Hot Plug, Redundant Power Supply (1+1), 8GB, Intel® Xeon® E-2280 2.2GHz, 16GB Cache, 82/14E, 40GB iDRAC, RAID 5, FIPS 140-2 Approved, US 90000 000	\$4,895.95	1	\$4,895.95
APC Smart UPS Battery Backup Power Supply 9AC1500	\$875.00	1	\$875.00
Ubiquiti UniFi - Cloud Managed 48 Port Network Switch with 4 SFP Ports	\$575.00	1	\$575.00
Ubiquiti UniFi - Layer 2, PoE switch with 148 GbE RJ45 ports, including 102 PoE + ports, and 14 10 SFP ports.	\$850.00	1	\$850.00
Internal 2TB SATA Hard Drive for NAS	\$85.00	4	\$340.00
Synology RackStation High Performance 10 Rackmount NAS	\$1,195.00	1	\$1,195.00
<b>Subtotal:</b>			<b>\$8,730.95</b>

Description	Price	Qty	Ext. Price
Microsoft Windows Server 2022 Standard - 16 Core	\$800.00	1	\$800.00
Windows Server 2019/2022 User CAL - Client Access License	\$35.00	20	\$700.00
<b>Subtotal:</b>			<b>\$1,500.00</b>

Description	Price	Qty	Ext. Price
Installation Service IT (N/A) - Covered Under Contract	\$100.00	1	\$100.00
<b>Subtotal:</b>			<b>\$100.00</b>

Description	Recurring	Qty	Ext. Recurring
Managed Backup & Replication Enterprise, VM Agent	\$50.00	2	\$100.00
Managed Secure Cloud Storage 1TB - SOC 2, ISO 27001, PCI-DSS Compliance (S3, S4, S5, S6)	\$25.00	1	\$25.00
24x7 NDR Monitoring w/ TeamViewer Enterprise, Patch Management and Reporting Module	\$4.00	7	\$28.00
24x7 NDR Server w/ TeamViewer Enterprise, Patch Management and Reporting Module	\$4.00	2	\$8.00
Managed SentinelOne Control AI Cyber Protection Platform w/ SOC Monitoring	\$6.00	9	\$54.00
<b>Monthly Subtotal:</b>			<b>\$215.00</b>

**Centralized County Server and Backup Services**

Prepared by: **Alison**  
 402.393.4824  
 alison@appliedconnective.com

Prepared for: **Antelope County Courthouse**  
 503 Main  
 Hays, NE 68704  
 Lisa Payne  
 (402) 847-4410  
 clerk@antelopecounty.ne.gov

Quote #: **Q23184**

Version: 1  
 Delivery Date: 02/15/2023  
 Expiration Date: 03/17/2023

**Your Selected Service**

Description	Amount
Hardware	\$8,730.95
Software	\$1,500.00
Professional Services	\$100.00
<b>Subtotal:</b>	<b>\$10,330.95</b>
Shipping:	\$75.00
<b>Total:</b>	<b>\$10,405.95</b>

**Monthly Recurring Summary**

Description	Amount
Managed Services	\$215.00
<b>Monthly Total:</b>	<b>\$215.00</b>

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference collectively, the "Agreement" is between Applied Connective Technologies (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date"). Both Provider and Client are sometimes referred to individually as a "Party" or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

The parties hereby agree that electronic signatures to this Order shall be valid upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement. This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

The terms and conditions identified on Exhibit A are subject to change at Provider's discretion. You should review these documents periodically and prior to entering into a new Order. Client may access the current version of the terms and conditions at any time by visiting <http://appliedconnective.com/page>.

The parties, acting through their authorized officers, hereby execute this Agreement.

**Improvement Fund Balance:** During recent meetings it was discussed that the Improvement Fund Balance is low. If the awarding of these grants continues the balance will be dangerously low. The Commissioners requested a resolution to address the balance, so awards would not become a liability. After multiple versions and discussion, the following was presented as a balance guide. Motion by Commissioner Krebs, seconded by Commissioner Heithoff to approve and authorize the Chairman to sign. Voting aye: Williby, Heithoff, Krebs, Jacob and Henery. Nays none. Motion carried.

**ANTELOPE COUNTY  
 RESOLUTION NO. 2023-03-0000  
 ANTELOPE COUNTY IMPROVEMENT FUND BALANCE**

WHEREAS, in 2007 the Antelope County Board of Supervisors has established by resolution after a public hearing, an Antelope County Visitors Promotion Fund and an Antelope County Visitors Improvement Fund pursuant to the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-1255. WHEREAS, THE ANTELOPE COUNTY BOARD OF SUPERVISORS established a sales tax of 2% upon the total consideration charged for occupancy of any space furnished by any hotel, as defined by Neb. Rev. Stat. §81-1247, in Antelope County, Nebraska to be paid into the Antelope County Visitors Promotion Fund; and to establish a sales tax of 2% upon the total consideration charged for occupancy of any space furnished by any hotel, as defined by Neb. Rev. Stat. §81-1247, in Antelope County, Nebraska to be paid into the Antelope County Visitors Improvement Fund.

**WHEREAS**, Antelope County established an Improvement Fund to help fund construction and improvement projects of Antelope County tourism - visitor sites; and

**WHEREAS**, the Antelope County Board of Commissioners has appointed members to the Antelope County Visitor Committee for the purpose of establishing criteria and qualifying applications; and

**WHEREAS**, Antelope County Organizations and Non-Profit Groups have been applying for and awarded these funds. Currently, the Fund balance is at a minimum, and awarding more grants may cause the fund to overdraw; and,

**WHEREAS**, it is important that a certain amount of revenue remain in the Improvement Fund, and in order to establish the Antelope County Improvement Funds longevity, the Antelope County Commissioners wish to impose a limit to the awarding of funds.

**WHEREAS**, the Antelope County Visitors Committee has been allowed in the past to award payments for improvements to tourism, and improvements of various facilities and locations to make improvements to such places for the enjoyment of the public, and to promote extended and long-term usefulness. The Commissioners wish to extend the life of the fund to ensure the longevity of the improvement program.

**WHEREAS**, it is the desire of the Antelope County Board of Commissioners to hold fund request applications until the balance of the fund is above \$5,000.00; at which time the application requests will be considered to be paid by a vote of the Board of Commissioners. In order to promote fairness of disbursement, the Board of Commissioners will pool the applications and divide all requested amounts by the balance of the fund, (leaving \$1,000.00) by the number of applications. Funding awards will be held until the balance is greater than \$5,000.00 but will be awarded until the balance is no less than \$1,000.00 at any time.

**AND WHEREAS**, since all expenditures from the Improvement Fund are presented to the Antelope County Board of Commissioners for review and approval during their regular meetings; and this account has been audited by the Nebraska State Auditor's office during the preceding six (6)+ years with no findings of fraudulent activity being found;

**NOW THEREFORE, BE IT RESOLVED BY THE ANTELOPE COUNTY BOARD OF COMMISSIONERS** that the Improvement Fund Balance be set at \$5,000.00 and no funds be awarded until the fund balance is above \$5,000.00, however the balance shall not fall below \$1,000.00. Awards shall be subject to the approval of the Antelope County Visitor Committee and the Antelope County Board of Commissioners.

Dated this 7<sup>th</sup> day of March 2023.  
 /s/ Charlie Henery \_\_\_\_\_  
 Charlie Henery, Chairman  
 Antelope County Board of Commissioners

ATTEST:  
 /s/ Lisa Payne \_\_\_\_\_ (seal)  
 Lisa Payne, Antelope County Clerk

Motion by Krebs, seconded by Heithoff to adopt the Antelope County Improvement Fund Balance resolution. Ayes: Heithoff, Krebs, Jacob, Williby and Henery  
 Nays: none. Past/Failed Passed

**Promotional Fund Grant:** Application submitted by Sara Borer of the Neligh Chamber of Commerce. The are co-sponsors of the Antelope County Ag and Home Expo, and are requesting money to help defray advertising cost of the event. The Even being held March 7<sup>th</sup> & 8<sup>th</sup> at the Antelope County Ag Building. The request is for \$350.00. Antelope County Visitors Committee recommends awarding. Motion by Commissioner Jacob, seconded by Commissioner Heithoff to approve and authorize payment to the Antelope County Ag and Home Expo. Voting aye: Heithoff, Jacob, Williby, Krebs and Henery. Nays none. Motion carried.

**Improvement Fund Grant:** Application from Bev Krutz, with Old School Thrift Store for funding to help defray cost of a new heater. Review by the Antelope County Visitor Committee was approved – pending availability of funds. Commissioner Williby made a motion to approve application when minimum balance is met, and funds are available for awarding. Seconded by Commissioner Heithoff. Voting aye: Williby, Heithoff, Jacob, Krebs and Henery. Nays none. Motion carried.

**Improvement Grant Funds:** The following were presented for consideration. The Antelope County Visitor Committee denied these due to funding and other criteria not being met. Motion by Commissioner Krebs, seconded by Commissioner Jacob to deny the improvement applications per the Antelope County Visitors Committee. Voting aye: Williby, Heithoff, Jacob, Krebs and Henery. Nays none. Motion carried.

**Payport Agreement for Ag Society:** Char Carpenter had requested the support of the Antelope County Board of Commissioners in regards to the participation in the Payport program for selling tickets at the Fair Events. She had stated they have been working on this since November 2022. The agreement was sent via docu-sign, which is an electronic document signing site. This program allows the Ag Society to collect the ticket costs without taking a portion. There is/will be a charge per transaction, but it is not out of the fees charged by the Ag Society. Joe Smith, Antelope County Attorney did not see an issue with the agreement. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve contract/agreement and authorize Chairman to sign. Voting aye: Williby, Jacob, and Henery. Nays Krebs and Heithoff. Motion carried.

Electronic Government Service Level Agreement with Antelope County, Nebraska

This Agreement is made by and among Nebraska Interactive, LLC, dba "NIC", Nebraska, a Nebraska Limited Liability Company ("the Contractor"), the Nebraska State Records Board (the "NSRB"), and Antelope County, Nebraska, a state governmental entity or political subdivision of Nebraska ("the Partner").

The agreement memorializes the terms of the State of Nebraska Contract between the NSRB and the Contractor ("Master Contract") effective April 1, 2019, which covers the operation and management of the Portal. This Agreement is subordinate to the Master Contract and is subject to all terms and conditions therein.

WHEREAS, the Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract, and

WHEREAS, the Contractor desires to extend Master Contract services to the Partner;

NOW, THEREFORE, in consideration of the mutual covenants, covenants, and promises contained in this Agreement, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to grant the Contractor access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support, and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with such services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement, provided, however, to the extent the parties desire for the Contractor to provide services to the Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.

2. **APPLICATION SUPPORT**

- The Contractor agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering the user's technical questions and addressing problems related to access or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
- The parties agree that the Partner will be responsible for answering all user questions related to the Contractor's business processes, as well as the Partner's roles and regulations, policies and procedures applicable to an addendum to this Agreement.
- The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for the Contractor to provide a high level of customer support. The Partner agrees to supply the Contractor with all information necessary to assist user as indicated above.
- The Partner agrees to grant access to information necessary for the Contractor to perform audits or maintenance for electronic access to public records for services set forth in addendum to this Agreement.
- The Partner agrees to update and inform the Contractor on substantive changes in the law relating to electronic services provided by the Contractor.

3. **CHANGES BY PORTAL.** Unless there is an agreement otherwise, the parties will provide thirty (30) days written notice of any planned, material changes to Portal operation affecting the Partner's online service. A "material change" is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to the format changes, platform transfer and external providers, application coding changes, URL, integrations and interface changes.

4. **PARTNER'S FEES.** The Partner is responsible for correctly calculating any of its fees and providing the Contractor, based on calculations. The Contractor will not assume liability for Partner application calculations. In the event of an incorrectly entered fee, the Contractor will not assume liability for the Partner's fee miscalculations due to system errors not caused by an error on the part of the Contractor.

5. **TECHNOLOGY STANDARD.** The Contractor shall review the Nebraska Technology Access Standards, found at [www.nesb.org/standards](http://www.nesb.org/standards), and ensure the products and services provided under the Agreement are in compliance or will comply with the applicable standards.

6. **CONFIDENTIALITY.** All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be regarded as confidential information and treated as described in Section 14.03 of the Master Contract. All materials and information provided by the Partner or acquired by the Contractor on behalf of the Partner shall be provided in accordance with Federal and State Law. The Contractor shall use, and shall require that its agents, employees, affiliates, present company, and subcontractors treat such confidential information as confidential, as required by Federal and State Law. The Contractor shall not be responsible for treatment contrary to State and Federal Law by the Partner, any agents, employees of the public, or others not under the Contractor's control.

7. **AGREEMENT REPRESENTATIVES AND NOTICES.** All notices relating to this Agreement shall be directed to the following persons. Each party may change these designations following written notice from each party to the other party to this Agreement.

Mailing Address: Antelope County, Nebraska, Charptown 301 Main Street 503, Nebraska 67576 Phone: (402) 871-4410 Email: [charptown@antelopecountynb.com](mailto:charptown@antelopecountynb.com)

Mailing Address: Nebraska Interactive dba NIC, Nebraska 1133M Street, Suite 229 Lincoln, NE 68508 Phone: 402-471-7817 Fax: 402-471-7817 Email: [nic@nebraskainteractive.com](mailto:nic@nebraskainteractive.com)

Mailing Address: Nebraska State Records Board Secretary of State 1445 K Street, Suite 2300 Lincoln, NE 68509 Phone: 402-471-1572 Fax: 402-471-1573

8. **TERMINATION OF AGREEMENT.**

- Either the Partner or the Contractor shall have the right to terminate this Agreement, for cause, subject to cure, by providing written notice of termination, to the other party. Such notice shall specify the cause, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that the other party may take to avoid termination of the Agreement or any addendum. Unless agreed otherwise, the parties shall have sixty (60) days to cure any breach of contract.
- In any material breach by any party to this Agreement, the rights to pursue all remedies are available to the partner under the State Contract Claims Act.
- In the option of the Contractor and with thirty (30) days advance written notice to the Partner and NSRB, the Contractor may terminate or suspend its services under this Agreement for a particular service if:
  - There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
  - The Partner continually fails to update and make necessary information available to the Contractor as required by this Agreement.

9. **TERM OF AGREEMENT.** This Agreement shall commence on the date of execution by all parties and shall terminate with the Master Contract and any extensions or renewals thereof, unless and unless terminated in accordance with the terms of this Agreement.

10. **RELATIONSHIP OF PARTIES.** Notwithstanding any other provisions contained herein, it is expressly agreed that the Contractor is an Independent Contractor in the performance of every part of this Agreement and not an agent or employee of the NSRB or the Partner.

11. **CHANGES, MODIFICATIONS OR AMENDMENTS.** This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, the Contractor and the Partner.

12. **MARKETING.** The Partner may provide reasonable marketing space in its publications (if or when such exists) or on its website to the Contractor's promotion of Portal services.

13. **EXHIBIT SPACE.** The Partner may provide NSRB or the Contractor complimentary exhibit space or speaker time at any appropriate conferences or seminars, which the Partner may host.

14. **ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)**

a. **INTERFACE AND DATABASE DEVELOPMENT.** Upon execution of an addendum to this Agreement, the Contractor will provide access to its equipment. Promptly thereafter to accept and complete user Electronic Payments and provide appropriate reporting to the Partner's office. The Contractor will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.

b. **SWIFT HARDWARE PROVISION AND SUPPORT**

- In the event permitted by law, some of the Master Contract, and NSRB policy, if the Partner would like for the Contractor to provide swipe hardware, the parties shall agree in an addendum to the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by the Partner. The Contractor shall provide hardware support for payment processing service cards or swipe hardware, if such hardware is used by Partner and if it has been obtained through the Contractor. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the checkcard swipe hardware, codes, abbreviations, and error messages.
- The Contractor shall repair or replace any of its defective card swipe hardware provided to the Partner under this Agreement. If reported, the Contractor will ship the replacement card-swipe hardware to the Partner within two business days.
- The Contractor agrees to participate in all meetings that the Partner identifies as necessary in order for providing hardware service support. The Partner agrees to supply the Contractor with all information (Partner's account) necessary to allow the Contractor to manage the Partner's data items at the Partner's hardware support level agreed above.

c. **COINS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT.** The Contractor shall be responsible for all costs in supplying electronic payment reports and payment-transaction confirmation numbers to the user. This includes the cost for the Contractor's interface with the Partner's system in order to supply each electronic payment report and user payment-transaction confirmation number. Such costs include:

- Supply the payment confirmation number to the user in an understandable and legible format acceptable to the Partner;
- Supply reports to the Partner as an understandable and legible format; and
- The Contractor's interface with the Partner's system will be tested against operational criteria across multiple operating system devices and browsers and 200 accessibility browsers, as reviewed by the Contractor and Partner, and finally approved by the designated Partner before it is offered to the user.

d. **ONE-TIME CARD SECURITY.** To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard ("PCI DSS"). The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of PCI DSS requirements that the Contractor administrators and their representatives are the Partner's responsibility. If the Partner operates swipe

hardware, it shall be responsible for compliance with PCI DSS version 3.1 or the most current version regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 8.9.

e. **PAYMENT OF FEES.** Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by the Contractor. The following outlines the Agreement for those payment methods:

- Credit Card and Electronic Check Payments through State-Selected Processor - The Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall deposit the expense financial institution. Any Portal Fee collected for a Partner service through the Portal shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within three (3) business days.
- Credit Card and Electronic Check Payments through the Contractor-Selected Processor - If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this subsection shall apply in lieu of Section 14.03(f). The Contractor may use its direct contract, with provisions to process such funds and deposit funds in the Contractor's bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of the Contractor receiving such funds. The Contractor shall provide the Partner a detailed accounting report (with amounts identifying information removed) showing all receipts and disbursements described in this section.
- Return or Chargeback - If a return or chargeback is received, user may incur an additional \$1.00 charge by the Contractor for the recovery of the handling and processing of those returns or chargebacks. The amount charged by the Contractor is subject to change without notification to the Partner. The Contractor will provide the Partner online access to a report detailing all returns or chargebacks and reasons for the returns or chargebacks on each business day.
- Refunds - The Partner will initiate refunds (funds credited back to the customer) up to the amount of the statutory or other fee due to the Partner based on the method provided by the Contractor. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- Credit Card Chargebacks - The Contractor will be responsible for the initial handling and recovery of all issues associated with chargebacks. In the event the Contractor is unable to collect funds within 60 days from receipt of notice, chargebacks will be deducted from a future Partner disbursement from the State Treasurer or the Contractor. The Partner is then responsible for any amounts proceeds needed to recover funds for chargebacks.
- Check Returns - Returned checks will be deducted from future Partner Disbursement at the time the return is processed from the State Treasurer or

the Contractor. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts.

vii. Fees - The Contractor will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the merchant ID and for the Partner merchant ID address otherwise set forth in an addendum to this Agreement.

viii. Subscription Services - The Contractor will provide subscription services in accordance with terms and conditions set forth in the Master Contract, Section III.3 (CUSTOMER PAYMENT PROCESSING REQUIREMENTS), and any amendments.

9. **RECORDS AND FINANCES.** All the Contractor's documents and records relating to Electronic Payment transactions made via the Contractor's payment processing service shall be available for inspection and auditing in accordance with the audit requirements of the Master Contract.

15. **EXISTING SERVICES.** All addenda for existing services between the Contractor and the Partner executed prior to the effective date of the Master Contract shall remain in full force and effect under this Agreement unless cancelled, terminated, amended, or it expires under its own terms and shall be considered addenda to this Agreement.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the complete and exclusive statement of the agreement among the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter herein.

17. **GOVERNING LAW.** The laws and statutes of the State of Nebraska shall govern this Agreement.

18. **SEVERABILITY.** If a court of competent jurisdiction declares any of this Agreement's terms or conditions to be invalid or illegal, the remaining terms and conditions shall remain valid, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19. **ORDER OF PRECEDENCE.** If an inconsistency exists with the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- Any amendments to the Master Contract
- The Master Contract
- An addendum to this Agreement
- This Agreement

20. **APPLICATION ENGINE TERMS.** The applications and services developed by the Contractor pursuant to this Agreement may be developed using a proprietary application development platform (the "Application Engine"). For purposes of this Agreement, the Application Engine will be deemed as an Electronic Service under the terms of the Master Contract. Custom-developed applications and services created using the Application Engine pursuant to this Agreement will be deemed to be Software under the terms of the Master Contract. Upon issuance of the license contemplated in Section 14.03 of the Master Contract, the Contractor, in addition to such license, shall deliver to the State, Object Files containing the then-current version of Application Engine (the "Application Engine Object Files"). Upon delivery of the Application Engine Object Files, the Contractor shall grant to the State a

perpetual, for use only, fully paid-up, non-transferable, non-exclusive, license to host (in object code only), copy and use the Application Engine for the sole purpose of operating, maintaining and modifying any Software developed using the Application Engine pursuant to this Agreement.

21. **GOV2GO TERMS.** - If the Partner has chosen for the Contractor to utilize Gov2Go Platform (as defined below) in the performance of the Contractor's services hereunder, the following terms apply:

- Gov2Go Platform is a citizen-centric national platform, which functions as a digital personal assistant for citizens to interact with multiple levels of government throughout the United States. The Gov2Go Platform aggregates integrated web and mobile applications and delivers them through a single user experience. The Gov2Go Platform is accessible on the web and through multiple mobile platforms. The Gov2Go Platform will facilitate certain citizen with government entities, including transactions and the provision of information.
- The Gov2Go Platform is an Electronic Service under the Master Contract and will be primarily hosted in an industry-leading public cloud environment.
- This Agreement authorizes the Contractor to provide services using its hardware, software and network infrastructure hosted by the Contractor, its affiliates or service providers, to:
  - Connect the Partner's designated systems or data sources to the Gov2Go Platform;
  - Facilitate access to the Partner information and sites through the Gov2Go Platform;
  - Facilitate certain governmental licensing, registration, tax payments and other government transactions through the Gov2Go Platform;
  - Authorize and capture credit and debit cards through the Gov2Go Platform using the State's payment processor or NIC's payment processor, as applicable;
  - Process all other forms of Electronic Funds Transfer using the State's payment processor or NIC's payment processor, as applicable; and
  - Manage the registration of users and the online transaction logging data, and the billing and collecting of funds, for users of fee services.
- The services also include such other digital services as may be from time to time developed by the Contractor or its affiliates outside of the Master Contract and made available to Partner through this Agreement. The services provided hereunder shall be provided as Electronic Services.
- Partner Intellectual Property - All intellectual property developed by or provided by the Partner under this Agreement (the "Partner Intellectual Property") shall remain the sole and exclusive property of the Partner. The Partner shall exclusively have all ownership and all intellectual property rights. All transfer and all State Property, data and information furnished by the Partner to the Contractor shall remain property of the Partner.
- The Contractor's Intellectual Property - All intellectual property, including but not limited to Software, developed or provided by or on behalf of the Contractor or its affiliates prior to or during the term of the Master Contract, that utilize or are provided through Gov2Go Platform (the "Contractor's Intellectual Property") shall be

the sole and exclusive property of the Contractor or its affiliates, as applicable, and the Contractor and its affiliates shall exclusively have all ownership interests and all intellectual property and proprietary rights therein. All content and all property, data and information furnished by the Contractor or its affiliates to Partner to facilitate the Contractor's performance of this Agreement shall remain property of the Contractor or its affiliates, as applicable.

9. Ownership of Data - Data regarding transactions processed on behalf of the State shall be generated by the Contractor, including Paragraph E of Section I thereof. Any data collected by the Contractor or its affiliate through the Gov2Go Platform that is not directly connected to an interaction or transaction with the State shall be owned by the Contractor, its affiliate, or another governmental entity, as applicable. Partner acknowledges that the Gov2Go Platform is a natural product and therefore data will be collected by the Gov2Go Platform that is not directly related to an interaction or transaction with the State.

IN WITNESS WHEREOF, the parties execute this agreement by their duly authorized official or officers listed below:

Nebraska Interactive, LLC dba NIC, Nebraska

 Brent Hoffman, Date: 1/20/2023, General Manager

Antelope County, Nebraska

 Charlie Henry, Date: 1/20/2023, Chairperson

Nebraska State Records Board (NSRB)

 Robert E. Eason, Date: 1/20/2023, Secretary of State

Antelope County dba NIC Nebraska

Nebraska Interactive, LLC dba NIC Nebraska

Nebraska State Records Board

This Addendum Due to the Electronic Government Service Level Agreement ("ESGSLA") made to Nebraska Interactive, LLC dba NIC, Nebraska, a Nebraska Limited Liability Company ("the Contractor"), and Antelope County, Nebraska ("the Partner"), sets forth certain services the Contractor will provide (operating under the NSRB's authority) to assist and collect the fees described herein.

Revision Type: Initial Access Implementation: 2023

Service	Antelope County, Nebraska Fee	Contractor Portal Fee	NSRB Share
Payment Check	Full utility/reimbursement fee charged by Partner	\$175	20% of Portal Fee
Payment Card	Full utility/reimbursement fee charged by Partner	2.40%	20% of Portal Fee
Payment Debit	Full utility/reimbursement fee charged by Partner	\$235	20% of Portal Fee

Payment Processing: The Contractor will provide electronic services for payment processing in accordance with Section 14.03 of the ESGSLA and provided as follows (check one):

Not applicable

State-Selected Processor

Contractor-Selected Processor (not applicable to state agencies - Neb. Stat. Title 38 §18-118)

OPTIONAL PROVISION: Integrated Hardware Provision: "Swipe" Hardware will be owned and maintained by the Contractor in accordance with Section 14.03 of the ESGSLA and provided as follows (check one):

Not applicable

Security: The Contractor's security provisions are based at [www.nesb.org/standards](https://www.nesb.org/standards)

By:  Brent Hoffman, Date: 1/20/2023, General Manager

By:  Charlie Henry, Date: 1/20/2023, Chairperson

By:  Robert E. Eason, Date: 1/20/2023, Secretary of State

**Catastrophic Inmate Medical Insurance:** Sheriff Moore has insured the Correctional Facility with a Catastrophic Medical Insurance Policy for a serious incident involving an inmate. This is the 5<sup>th</sup> or 6<sup>th</sup> year of doing this. The policy is an annual policy with a premium of \$4,201.20. The deductible is \$25,000.00 per incident. Discussion of coverage and deductible. Commissioner Heithoff wondered if they would consider a \$25,000.00 per year (not incident). Motion by Commissioner Heithoff, seconded by Commissioner Jacob to approve renewing Catastrophic Inmate Medical Insurance for the 2023 year – with the provision to ask for the \$25,000.00 yearly deductible. Voting aye: Williby, Heithoff, Jacob, Krebs and Henery. Nays none. Motion carried. The Clerk returned the signed policy and asked about the annual deductible.

**Executive Session-Personnel Issue:** Commissioners met in executive session regarding personnel issues. 9:55 AM Motion by Commissioner Heithoff, seconded by Commissioner Krebs to meet in executive session regarding personnel issues. Voting aye: Williby, Heithoff, Jacob, Krebs and Henery. Nays none. Motion carried. Meeting in executive session Commissioners Heithoff, Krebs, Jacob, Williby and Henery and County Attorney, Joe Smith. Met in executive session for approximately 16 minutes. 10:12 AM Motion by Commissioner Krebs, seconded by Commissioner Jacob to close executive session and return to regular session. Voting aye: Williby, Heithoff, Jacob, Krebs and Henery. Nays none. Motion carried. Chairman Henery stated no action was taken during executive session.

**Road Superintendent Report:**

- Tree Issues:** Mr. Boggs publicly thanked the public for the response to the 'tree issue letters.' His intention was to generate interest and to help landowners be aware of their responsibilities, and even report a plan of action. His intention was to extend the deadline to the middle – end of April because of the cold weather and snow causing havoc to get to the tree line. Mr. Boggs and the Clerk will work on a public notice regarding the removal of trees/stumps/etc. from the ditches.
- Petition to close an approximate 1 mile of 858<sup>th</sup> Road** between 521<sup>st</sup>-522<sup>nd</sup> Avenue. Phyllis Perdew presented a petition to close this road in February. To date the road study has not been completed as it is not accessible. Mr. Boggs will continue to work with Brian McDonald on this.
- Underground Permits – (54) Mid-States Data Transport – Turnkey - Neligh-Royal-Orchard:** Mr. Boggs asked to hold this he has questions for the submitter regarding boring under roads.
- Access Permit:** Terry Frey submitted an access permit to the SE¼ Section 35, Township 25, Range 5, West of the 6<sup>th</sup> P.M. Mr. Frey plans to have a large animal farm. Mr. Boggs reports no issues. The line of site is good, he does not believe a culvert is needed. Motion by Commissioner Williby, seconded by Commissioner Heithoff to approve access permit. Voting aye: Krebs, Heithoff, Williby, Jacob and Henery. Nays none. Motion carried.
- Underground Permit:** permit was submitted by Ryan Smith of Nextlink to place an underground electric line under 847<sup>th</sup> Road in Section 27-34, Township 25, Range 5 West of the 6<sup>th</sup> P.M., Antelope County, Nebraska. Mr. Boggs requests the boring under the hard surface road and has some questions regarding same. Motion by Commissioner Krebs, seconded by Commissioner Jacob to approve and authorize signing. Voting aye: Krebs, Heithoff, Williby, Jacob and Henery. Nays none. Motion carried.
- Authorize Clerk to advertise for Gravel - Armor Coat – Asphalt:** Motion by Commissioner Heithoff, seconded by Jacob to authorize Clerk to advertise for gravel, armor coat and asphalt. Ads will run for three (3) weeks. Voting aye: Krebs, Heithoff, Williby, Jacob and Henery. Nays none. Motion carried.
- Backhoe-culvert cleaning:** Commissioner Jacob asked if a two (2) man crew could be formed to clean out some of the ditches with a backhoe. Mr. Boggs agreed.

- **Extra Equipment:** Commissioner Henery again asked if the extra equipment could be dispersed. Mr. Boggs stated he was working with the Sheriff and Ted Baum with Auction Time.

No other issues to discuss.

**Adjourn:** Motion was made by Commissioner Heithoff seconded by Commissioner Jacob to **adjourn**. Voting aye: Krebs, Heithoff, Williby, Jacob and Henery Motion passed.

Meeting adjourned at 10:33 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Chairperson of the Board, Charlie Henery

Attest: \_\_\_\_\_  
County Clerk, Lisa Payne