

June 4th, 2024
Antelope County Board of Commissioners
Neligh, Nebraska

The Antelope County Board of Commissioners convened in regular session on Tuesday, June 4th, 2024, at 9:03 AM in the County Commissioner’s Meeting Room, Antelope County Courthouse Annex, Neligh, Nebraska. The meeting was called to order by Board Chairperson, Charlie Henery with the following board members in attendance: Jacob, Dittrich, Williby and Henery. Krebs absent. Chairman stated that 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.

Pledge of Allegiance was recited.

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

9:05 AM: Public Comment. Chairman called for public comment. No response.

Minutes: Minutes of the May 7th, 2024, Board of Commissioner Meeting: Motion by Commissioner Williby seconded by Commissioner Jacob to approve minutes of the May 7th, Board of Commissioner Meeting as presented. Voting aye: Jacob, Williby, Dittrich and Henery. Nays none. Krebs absent. Motion carried.

Minutes: Minutes of the May 13th, 2024, Board of Commissioner Meeting: Motion by Commissioner Jacob, seconded by Commissioner Dittrich to approve minutes of the May 13th, 2024, Board of Commissioner Meeting Voting aye: Jacob, Williby, Dittrich and Henery. Nays none. Krebs absent. Motion carried.

Minutes: Minutes of the May 13th, 2024, Board of Equalization Meeting: Motion by Commissioner Jacob seconded by Commissioner Williby to approve minutes of the May 13th, 2024 Board of Equalization Meeting as presented. Voting aye: Jacob, Williby, Dittrich and Henery. Nays none. Krebs absent. Motion carried.

Correspondence was Reviewed: Certificate of Liability – Circle M Trucking; TERC – Antelope County values for tax year 2024 meet the requirements of law; Jail Standards LEC Inspection notice for 6-17-2024; JEO letter of study Road Closing 842nd Road; Region 11 Budget; auditor engagement letter; Maximus service agreement letter; NE Nebraska Heating and Cooling estimate for HVAC replacement for Health and Human Services and the Jury Room; NIRMA Premium Letter and deductible reference letter.

Region 11 Budget: Charlie Henery (Region 11 Representative) explained there was an increase because of a retirement and new enrollee training.

Interfund Transfer: Antelope County Weed Department is running short on scheduled budget. Motion by Commissioner Williby, seconded by Commissioner Jacob to transfer \$10,000.00 from Miscellaneous General (0100-970) to Weed General (0100-733). Voting aye: Jacob, Williby, Dittrich and Henery. Nays none. Krebs absent. Motion carried.

HVAC Contract – County attorney is working on.

HVAC Units: Northeast Nebraska Heating and Cooling completed a semi-annual inspection of the HVAC units in the Courthouse. During inspection it was discovered two (2) of the units were not working. The first being in Health and Human Services (which we knew was bad) the second was in the Jury Room. Originally, the jury room was suspected to be an electrical issue – an electrician was called – and it is still not working. The units are estimated at approximately \$6,856.19 each. NE Nebraska Heating and Cooling were able to locate two (2) units in Omaha and can install within the next couple of weeks. Discussion with the Commissioners indicated this was a necessity. Motion by Commissioner Jacob, seconded by Commissioner Dittrich to approve the purchase and installation of two (2) units. Voting aye: Jacob, Williby, Dittrich and Henery. Nays none. Krebs absent. Motion carried.

Maximus: Cost allocation Plan: In the past, Antelope County has contracted with Maximus to compute cost allocation costs for the District Court and Health and Human Services Offices. The contract has expired, and Maximus requested a renewal of the contract. The contract was emailed to the Commissioners and County Attorney a couple of weeks ago. During review the County Attorney assumes all is in order as we have utilized them in the past. Contract is a three (3) year contract 2023-2024-2025. Motion by Commissioner Williby, seconded by Commissioner Jacob to approve the contract and authorize the Board Chairman to sign. Voting aye: Jacob, Williby, Dittrich and Henery. Nays none. Krebs absent. Motion carried.

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 Antelope 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, 2025 unless earlier terminated in accordance with Section 4. The parties may mutually agree to extend this Agreement for one additional one-year period, pursuant to an amendment duly agreed to 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 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. **Right 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 Client's 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 Inspection.**
Contractor will maintain full and accurate records with respect to all matters covered under this Agreement for a 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 Client waives, all other express or implied warranties, 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 all goods 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 created, developed, written, conceived or made by Maximus or any third party (whether sole or jointly with others) as a result of, or in fulfillment of, this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") shall 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 in 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 oral advice and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate 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 Services and Client's Operating Environment or for Client's use of any third party software, hardware, browsers or other products not expressly 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 clients, 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 auditor. 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 prepared as a result of the audit. Contractor will not be liable for any audit deficiencies 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 omissions 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, and liability, breach of contract or breach of warranty will not, in the aggregate, exceed USD \$12,850.
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 the Agreement.
16. **Notices.**
Any notices, bills, invoices, or reports required by this Agreement will be sufficient if sent by the method in the United States mail, postage paid, to the address noted below:
For Maximus: For Antelope County, Nebraska:
Alison Yeakley Lisa Payne
Consultant County Clerk
800 Moorhead Park Drive, Suite 205 501 Main St. #1, Neligh, NE 68756
Neligh, NE 68756

Phone: 217.789.0461 Phone: 402.887.4410
Fax: 724.251.8240 Fax:
Email: alison.yeakley@maximus.com Email: clerk@antelopcounty.ne.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 obligation may be made to the manner of delivery of any notice actually received in writing by an authorized agent of the 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) decrease or negate Contractor's obligation to negotiate and defend all cost allocation plans and bills rendered or 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 shall 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, the 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 effect 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 interpreted 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 ability to 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 reports, and in the future is deemed to have received, any purchase

- Mr. Boggs was not in attendance.
- **Underground Permit:** Laurie Smaus from Turnkey-Telecom submitted nine (9) underground for Airport Road for a fiber optic line for data services. Bauer Underground is the contractor. Seven (7) are in the SW¹/₄ Section 32, Township 25, Range 6; One (1) in the SW¹/₄ of Section 8, Township 27, Range 6; and one (1) in the SW¹/₄ of Section 17, Township 27, Range 6; West of the 6th PM, Antelope County, Nebraska. Motion by Commissioner Jacob, seconded by Commissioner Williby to direct approve all permits. Voting aye: Jacob, Williby, Dittrich, and Henery. Nays none. Krebs absent. Motion carried.
- **Oversize Permit:** JMS Crane & Rigging requested 15 oversize permit to move a crane to Thunderhead Tower #43 via Highway 70 to 513th Avenue north to 844th Road west. Mr. Boggs worked with the crane operator to facilitate a good, safe route. The move was completed. Motion by Commissioner Jacob, seconded by Commissioner Williby to approve oversize permits (15) on Road Superintendent recommendation. Voting aye: Dittrich, Jacob, Williby and Henery. Nays none. Krebs absent. Motion carried. (CL0075 to CL0088)
- **Oversize Permit:** JMS Crane & Rigging requested seven (7) oversize permits to move a crane to Prairie Breeze Tower #10 via Highway 70 to 514th Avenue. Mr. Boggs worked with the crane operator to facilitate a good, safe route. The move was completed. Motion by Commissioner Jacob, seconded by Commissioner Williby to approve oversize permits (7) on Road Superintendent recommendation. Voting aye: Dittrich, Jacob, Williby and Henery. Nays none. Krebs absent. Motion carried. (CL0089 to CL0095)

Radio Update – Antelope County Law Enforcement: Sheriff met briefly with the Commissioners in anticipation of next week’s meeting. He will propose to use some of his surplus budget (\$80,000.00) to upgrade the radio system in the Law Enforcement Center. He believes there is enough in his budget to cover the purchase and installation. It is not an agenda item today – so he will be back next week.

10:36 AM – 11:16 AM – Outside inspection of the Courthouse grounds – sidewalks with all four (4) attending commissioners.

There being nothing more to discuss.

Adjournment: Motion was made by Commissioner Jacob seconded by Commissioner Dittrich to **adjourn**. Voting aye: Jacob, Williby, Dittrich and Henery. Nays none. Krebs absent. Motion passed.

The meeting adjourned at 11:17 AM.

ANTELOPE COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman of the Board, Charlie Henery

Attest: _____
County Clerk, Lisa Payne